



Town of Paradise Town Council Meeting Agenda 6:00 PM – May 14, 2024

Town of Paradise Council Chamber – 5555 Skyway, Paradise, CA

Mayor, Ron Lassonde
Vice Mayor, Greg Bolin
Council Member, Steve Crowder
Council Member, Steve “Woody” Culleton
Council Member, Rose Tryon

Town Manager, Jim Goodwin
Town Attorney, Scott E. Huber
Town Clerk/Elections Official, Dina Volenski
CDD, Planning & Onsite, Susan Hartman
CDD, Building & Code Enforcement, Tony Lindsey
Finance Director/Town Treasurer, Aimee Beleu
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, Garrett Needles
Chief of Police, Eric Reinbold
Recovery & Economic Development Director, Colette Curtis
Human Resources & Risk Management Director, Crystal Peters
Information Systems Director, Luis Marquez

Meeting Procedures

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

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call

- 1e. Camp Fire Recovery Updates - Written reports are included in the agenda packet.
 - p6 Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.
 - p9 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update.
 - p11 Tony Lindsey, CDD-Building and Code Enforcement-Code Enforcement Update.
 - p15 Kate Anderson, Business and Housing Manager-Business and Housing Update.

2. CONSENT CALENDAR

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

- 2a. p16 Approve minutes of the April 9, 2024 Regular and Special Town Council meetings and April 22, 2024 Special Town Council meeting.
- 2b. p26 Approve April 2024 Cash Disbursements in the amount of \$3,610,985.82.
- 2c. p35 Adopt Resolution No. 2024-___, "A Resolution of the Town Council of the Town of Paradise acknowledging receipt of a report made by the Fire Chief of the Paradise Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code."
- 2d. p39 Adopt Resolution No. 2024-_____, "A Resolution Of The Town Council Of The Town Of Paradise Adopting A List Of Projects For Fiscal Year 2024/2025 Funded By SB1: The Road Repair And Accountability Act Of 2017."
- 2e. p44 1. Approve the attached Professional Services Agreements and authorize the Town Manager to execute the contract upon full Category 4 Tree Removal Program approval by FEMA and CalOES.
 - a. Biological Surveying and Monitoring Contract with Mountain Engineering.
 - b. Archaeological Surveying and Monitoring Contract with Mountain Engineering.

- c. Tribal Monitoring Contract with the Mechoopda Indian Tribe of Chico Rancheria.
- d. Tribal Monitoring Contract with the Mooretown Rancheria.
- e. Tribal Monitoring Contract with the Enterprise Rancheria.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS

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

Public Hearing Procedure:

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

- 5a. p75 Conduct the duly noticed and scheduled public hearing and consider adopting Resolution No. 2024-____, “A Resolution of the Town Council of the Town of Paradise Authorizing the Execution of an Amended and Restated Franchise Agreement with Northern Recycling and Waste Services for Solid Waste, Recycling, and Organics Collection Services for the Town of Paradise, Subject to the Approval of the Town Attorney.” (ROLL CALL VOTE)
- 5b. p230 1. Conduct the duly noticed and scheduled public hearing and consider waiving the first reading of Town Ordinance No. 635 and read by title only; and, 2. Adopt Town Urgency Ordinance No. 635, “An Interim Urgency Ordinance of the Town Council of the Town of Paradise Enacting a Moratorium on the Establishment of Single-Family Residence, Two-Family Residence, and Multiple-Family Residence Land Uses Within the Central Business Zoning District”; or, 3. Provide alternative direction to town staff.
- 5c. p236 1. Conduct the duly noticed and scheduled public hearing to solicit public input related to the use of “military equipment” by the Paradise Police Department as defined by the Paradise Municipal Code; 2. Consider approving the updated Military Equipment policy for Paradise Police Department; and, 3. Approve the continued use and renewal of Ordinance No. 615. (ROLL CALL VOTE)

6. COUNCIL CONSIDERATION

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

- [6a.](#) p261 Consider authorizing the Town Manager to enter into an agreement with Urban Design Associates (UDA) to complete an initial assessment of downtown Paradise to refine the area included in the downtown zoning urgency ordinance. (ROLL CALL VOTE)
- [6b.](#) p262 Discuss and consider adopting Resolution No. 2024-___ “A Resolution of the Town Council of the Town of Paradise Repealing and Replacing Resolution No. 2024-18 and Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2023-2024 Funding Year of the State CDBG Mitigation Resilient Planning and Public Services (MIT-PPS) Program.” (ROLL CALL VOTE)
- [6c.](#) p267 Discuss and consider adopting Resolution No. 2024-___ “A Resolution of the Town Council of the Town of Paradise Updating Policies Relating to the Paradise Recovery and Operations (PRO) Fund.” (ROLL CALL VOTE)
- [6d.](#) p270 1. After a presentation, consider reviewing and filing the financial information provided by staff concerning the FY 2023-24 operating and capital budgets; 2. Approve staff recommended budget adjustments; and, 3. Adopt Resolution No. 2024-___ “A Resolution of the Town Council of the Town of Paradise Adopting Budget Amendments to the 2023/2024 Fiscal Year Operating Budget.” (ROLL CALL VOTE)
- [6e.](#) p287 1. Pursuant to Public Contract Code Section 20166, consider rescinding award of the 2024 On-System Road Rehabilitation/HSIP Systemic Intersection Safety Improvement Project and rejecting all bids received; and, 2. Adopt Resolution No. 2024-___, “A resolution of the Town Council of the Town of Paradise approving the updated plans and specifications for the 2024 On-System Road Rehabilitation /HSIP Systemic Intersection Safety Improvement Project and authorizing re-advertisement for bids on the projects. (ROLL CALL VOTE)
- [6f.](#) p433 Discuss and consider adopting Resolution No. 2024-___, “A resolution of the Town Council of the Town of Paradise approving the revised plans and specifications for the Animal Shelter Expansion Project and authorizing advertisement for bids on the project.” (ROLL CALL VOTE)
- [6g.](#) p436 Consider adopting Resolution No. 2024-___, “A Resolution of the Town Council of the Town of Paradise Awarding Construction Contract No. 8407.2 CON, 2024 Off-System Road Rehabilitation Project, to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid and designating authority to the Town Manager to Execute an Agreement with Baldwin Contracting Company, Inc. dba Knife River Construction and to approve contingency expenditures not exceeding 10%”. (ROLL CALL VOTE)

6h. p504 Consider adopting the following resolutions relating to the consolidation of the November 5, 2024 General Municipal Election, the regulations and costs for Candidate statements and direct the Town Clerk to transmit certified copies to the Butte County election department staff:

1. Adopt Resolution No. 2024-__, "A Resolution Calling and Giving Notice for the Holding of a General Municipal Election for the Election of Three Councilmembers."

2. Adopt Resolution No. 2024-__, "A Resolution Requesting the Butte County Board of Supervisors to Consolidate a General Municipal Election."

3. Adopt Resolution No. 2024-__, "A Resolution Adopting Regulations for Candidate Statements." (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

8. STAFF COMMUNICATION

- 8a. Town Manager Report
 - Community Development Director

9. CLOSED SESSION - None

10. ADJOURNMENT

STATE OF CALIFORNIA) COUNTY OF BUTTE)	SS.
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	



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 1(e)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Monthly Recovery Update
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. None

Background:

This report continues the Monthly Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire. Included in this update are items related to recovery projects, advocacy economic recovery and development, communications and emergency operations.

Analysis:

ECONOMIC DEVELOPMENT

CDBG-DR Economic Development

- The Butte County allocation for CDBG DR Economic Development is \$18.7 Million
- The Town worked with our regional workforce partners on an application for a workforce training center, located on the Paradise High School campus, that will focus on resilient building techniques.
- Our partners include Paradise Unified School District, Butte College, Valley Contractor's Exchange, and NorTEC.
- The application has been submitted.
- Town staff is working with HCD on additional information needed to a determination on the application's eligibility for award.

Restoration of Regional Air Service

- Council approved an investment to the Revenue Guarantee Fund of \$75,000.
- Town staff is working with the Chico Airport to draft an agreement for this investment and facilitate the payment.

Healthcare

- Healthcare Committee members Mayor Ron Lassonde and Councilmember Steve Crowder, along with the Recovery and Economic Development Director attended the

Healthcare Steering Committee meeting and presented a request for funding for a Community Healthcare Needs Assessment.

- This assessment would be a public document, facilitated by the Town of Paradise through a consultant and paid for by the Feather River Health Foundation and other partners.
- The Feather River Health Foundation Board approved this request for up to half of the cost of the assessment.
- Town Council approved funding half of the cost of the assessment.
- Town Staff is working with Feather River Health Foundation to begin the assessment process.

RECOVERY

Overall Hazard Mitigation Project Update

The Project Specific Programmatic Agreement that governs all environmental requirements for the project and has been the primary cause of project delays completed its final step on May 1.

It is now being routed for final signatures and overall approval for all projects is imminent.

Category 4 Tree Removal Program

- We opened the program to applicants in July of 2022 and received 577 applicants. This represents 1,014 acres of private property across the Town and nearly 12,000 trees.
- Phase 2 Federal Environmental Review actions are now complete. CalOES is now completing final reviews and obligation processes. We anticipate full approval in the next month.
- Town staff are working day with BCFSC on the implementation plan in order to be able to move quickly upon approval by FEMA.
- The first 4 RFPs for the project were published for Tree Cutting Contractors, Forester, Archeology, and Biological Surveyors.
- In April, we began property owner outreach and authorization paperwork for Phase two tree removal. As of May 3, we have 120 properties with complete paperwork and work ready to commence.

Early Warning System

- All 21 Towers are standing and operational.
- 21 of the 21 standing Towers have all aesthetic branches installed.
- 19 of the 21 Towers have completed trenching and are connected to permanent power or in process of final connections through PG&E.
- We anticipate full system completion, training and handover of the operation will occur in June 2024 in coordination with the future 24-hour dispatch center.
- Additional configuration, testing and sound level measurements are being collected with additional testing of towers during the first week of May.

Residential Ignition Resistant Retrofit Program

- This project was opened to residents to apply in May 2023 and closed July 31, 2023.
- 118 property owners have submitted applications.

- Assessments were completed in October 2023 and all Phase 1 closeout documents transferred to CalOES/FEMA for final environmental review.
- Phase 2 retrofit process will begin upon full approval of the environmental process.

Hazardous Fuels Reduction Program

- Town Council approved implementation plan in March 2024. Human Resources is in the hiring process to begin the work this spring and public works is working through equipment procurement options.

Defensible Space Code Enforcement

- The Defensible Space Code Enforcement project was fully approved and obligated in November 2023 by FEMA and CalOES
- Town Staff are coordinating the process to implement this project in order to have the program operating for the Spring 2024 inspection season.
- Town Council approved implementation plan in January 2024.
- Staff will be in place in May in order to begin work.

COMMUNICATIONS

Paradise Chamber Open House Weekend June 1st and 2nd

- The Paradise Chamber is holding an “Open House Weekend” June 1st and 2nd, intended to showcase the Town as a great place to live to prospective residents.
- The Town of Paradise is supporting this event through sharing promotional information, as well as staffing a Town booth at the “Party in the Park” event during the weekend.
- Funding for this effort comes primarily from the TOT Community Reinvestment Program.

EMERGENCY MANAGEMENT

- The Town is working on an agreement with Butte County for a virtual EOC platform to streamline EOC processes.
- The Town is working with Butte County to update the Local Hazard Mitigation Plan (LHMP) in advance of the 2024 deadline.

Financial Impact:

None.



**TOWN OF PARADISE
Council Agenda Summary
Date: May 14, 2024**

Agenda No. 1(e)

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

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Camp Fire Recovery Updates - Infrastructure

COUNCIL ACTION REQUESTED:

- 1. None, written monthly update only.

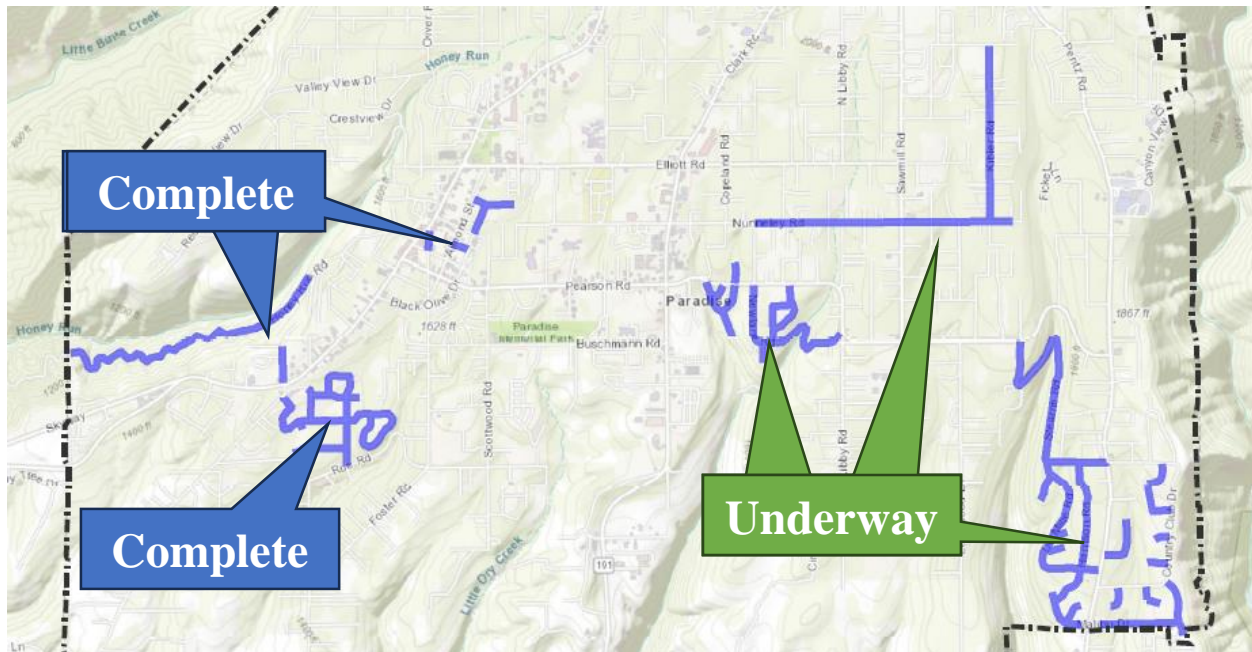
Background:

This report continues the Monthly Disaster Recovery Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire.

Analysis:

Road Rehabilitation

In August, Town Council awarded a contract to Hat Creek Construction for road rehabilitation work in areas such as lower Honey Run Road, Circlewood Drive, Glen Drive, Stearns Road, DeMille Road, Malibu Drive, Nunneley Road, Kibler Road and others. The project's first phase is complete, paving the Circlewood neighborhood, Honey Run Road and downtown streets. Remaining work is underway and will be complete before the end of June 2024. A map of the project areas is provided below:



Paradise Sewer Project

Accomplishments in Past Month

Supported PDB team progress on the Basis of Design Report including geotechnical investigations, hydraulic model refinements, and project schedule and cost model preparation.

Aligned with project stakeholders including DFA, HCD and all utility partners (PG&E, PID, Comcast, and AT&T). Introduced the Mountain-Cascade-Carollo team to the PCT team (City of Chico, Butte County).

Maintained on-going dialogue with all permitting entities. Submitted the project's Biological Assessment (BA) to USFWS.

Key Activities in the Next Month

Facilitate the next PCT meeting, including coordination with the Butte Utility Council to provide a Paradise Sewer Project update & overview presentation.

Support PDB team progress for geotechnical borings, hydraulic model refinements, Risk Register kick-off, and project schedule and cost model review workshops.

Continue coordination of all permit applications, including interactions with USFWS, NMFS, CDFW, CVRWQCB, CVFPB, SHPO, and USACE.



Town of Paradise
Council Agenda Summary
Date: May 14th, 2024

Agenda Item: 1(e)

ORIGINATED BY: Tony Lindsey, Community Development
Director, Building & Code Enforcement
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Camp Fire Recovery Updates – Code Enforcement
LONG-TERM RECOVERY PLAN: No
COUNCIL ACTION REQUESTED:

- 1. None

Background:

The Code Enforcement Division is committed to fostering a safe and appealing living and working environment. Our mission is to uphold and enhance our community's overall quality through the fair and impartial implementation of an enforcement program to rectify violations of municipal codes and land use regulations. In collaboration with residents, neighborhood associations, public service agencies, and other Town departments, we strive to:

- Promote voluntary compliance with Town codes.
- Identify and address violations promptly and fairly.
- Foster collaboration efforts to address community concerns.
- Actively engage with the community in navigating the code enforcement process.

Analysis:

Temporary Use Permits (TUPs) are issued under the Urgency Ordinance (Exhibit A).

	April	March
*Parcels with RV Storage only	0 (Expired April 30)	51
**Parcels permitted to occupy an RV	74	82
Accessory structures	13	13

*The Code Enforcement team inspected 51 expired RV storage sites; 20 RVs were removed, while 31 remained. The remaining sites will receive Notices of Violation, granting them an additional 30 days to comply with regulations.

**19 sites have not responded to the Town’s request for utility hook-up. If compliance is not gained and results in more than 2 citations, permit revocation hearings will be scheduled.

RV Code Enforcement activity. (Exhibit B):

	April	March
Occupied sites without TUPs	51	20
Occupied sites with TUP Violations	21	6
Compliance gained/RV cases closed	5	6

The Community Enhancement Outreach Team, comprised of Disaster Case Managers, Fire Prevention, Housing, Police Department, and Code Enforcement personnel, visited permitted and unpermitted RV sites. Throughout these visits, the team engaged with community members to address unmet needs and provided information about available assistance programs.

	April	March
Sites Visited	17	19
Community members contacted	9	15
Tenants	3	5
Owner-occupied	6	10
Supplied contact information	9	8
Do not qualify	2	1

Fire Prevention is crucial to our community's safety and supports our continued economic growth, focusing on three primary goals: Education, Engineering, and Enforcement. Our defensible space and hazardous fuel management ordinance requires property owners to uphold fire-safe conditions, regardless of residency. The dedicated Fire Prevention team conducts weed abatement inspections on 11,100 parcels throughout our community to ensure compliance and reduce fire hazards.

	April	March
Escrow defensible space inspections		
• Clearance requests received	74	93
• Certificates issued	66	88
• Land Surveyor's Certifications	20	18
• First inspection compliance rate	93%	74%
Weed abatement inspections		
• Compliant parcels	1,505 – 14%	8,800 – 79%
• Active Code cases	170	196
• Commercial parcels	12	15
• Residential parcels	158	181

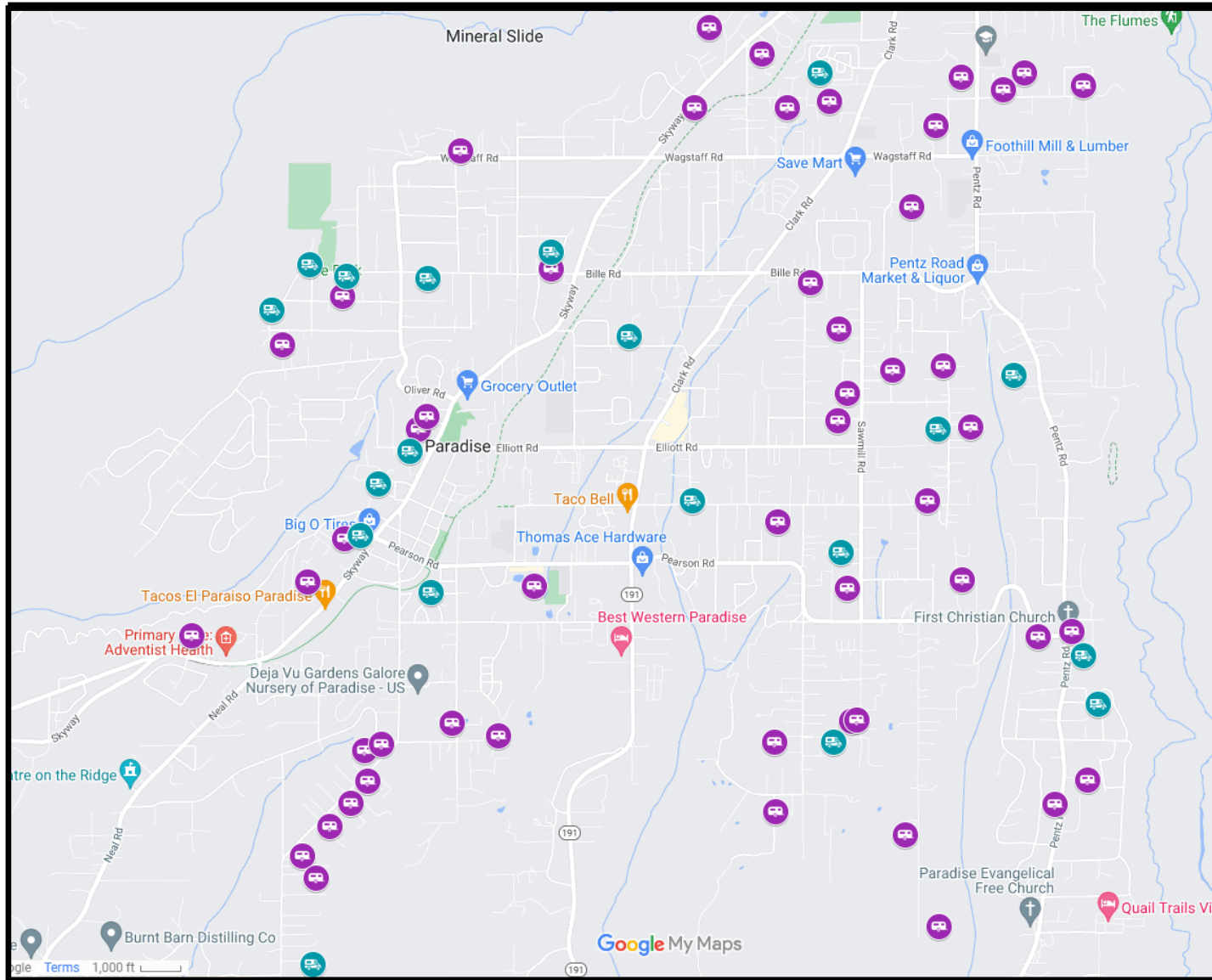
Other Code Enforcement Items:

Abandoned Vehicle Authority	April	March
• Abatements	7	5

Commercial Sign	April	March
• Violations	1	2

This issue has been forwarded to the Town Attorney.

Additionally, Code Enforcement received complaints covering various issues, including waste and refuse problems, zoning violations, construction without the required permits, fire hazards, concerns about vehicles, unauthorized dwellings, and the absence of garbage service.

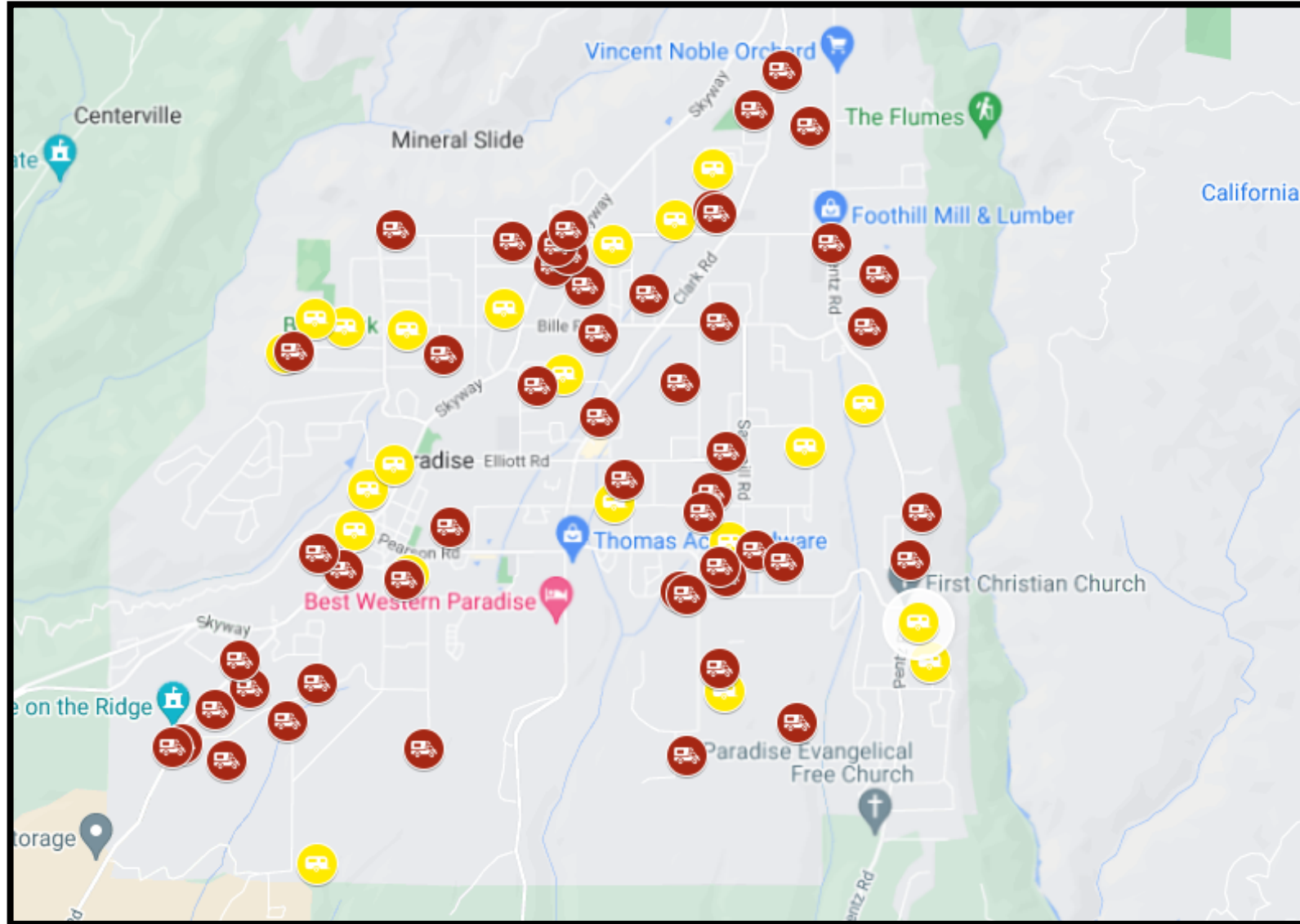


TUP - No Utilities Provided 19



RV TUP Extended 55

TUP Violations 5/2/2024



Violations w/ TUP 21



RV no TUP 51



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 1(e)

ORIGINATED BY: Kate Anderson, Housing Program Manager
REVIEWED BY: James Goodwin, Town Manager
SUBJECT: Housing Recovery Update
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

- 1. None

Background:

This report provides the Town Council with an update on Housing activities.

Analysis:

We have 35.3% of our pre-disaster housing stock to-date (1,377 surviving units + 2,866 new CofOs to-date [an increase of 52 from last month] = 4,243 habitable dwellings / 12,015 housing units before the Camp Fire). An additional 791 permits have been issued but have not received their CofO yet.

Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program (\$16 million) -- This program helps homeowners rehabilitate or reconstruct their home. We have completed 52 homes, 9 are under construction, and 15 applications in process.

Town of Paradise First-Time Homebuyer Program (\$7 million) -- Helping to make home ownership more affordable. We have assisted 37 households to-date and have 12 applications in process.

CDBG-DR Multifamily Rental Housing Program (\$55 million) -- Affordable rental housing. Seven (7) projects are eligible for funding; a total of 292 units. One project has leased up, and four projects (146 units) are under construction, 55 of which should be ready by this fall. The 2 remaining projects are awaiting tax credits.

CDBG (2023 Annual Allocation=\$100,691; unspent funds=\$109,305) -- Continuing to fund public services. The Annual Plan for 2024 allocates funds to economic development. CV funds (\$208,244 not included above) can assist households living in RVs with emergency rental assistance; applications available now; 2 applications are in process.

HOME Infill New Construction (\$700,000) -- Create affordable housing for first-time homebuyers. Grant has been awarded but still waiting for Standard Agreement from HCD.

Permanent Local Housing Allocation (PLHA) (\$399,166) – Allocates matching funds to North Valley Housing Trust to administer short-term, pre-development loans for affordable multifamily projects. First predevelopment loan of \$400,000 has been made (\$200,000 of PLHA funds).

Financial Impact:

None.



**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 5:00 PM – April 09, 2024**

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Lassonde at 5:02 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve Crowder, Steve “Woody” Culleton, Rose Tryon and Ronald Lassonde Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Clerk/Elections Official Dina Volenski, Public Works Director/Town Engineer Marc Mattox, and Information Systems Director Luis Marquez.

At 5:05 p.m. Mayor Lassonde announced that the Town Council would adjourn to Closed Session for the following items:

2. CLOSED SESSION

- 2a. Pursuant to Government Code section 54956.9(a), the Council will meet with the Town Manager, and the Town Attorney relating to existing litigation: Town of Paradise v. The Estate of Patricia Watson, et al., Butte County Superior Court, Case No. 23CV00165.

After reconvening from Closed Session Mayor Lassonde announced:

MOTION by Bolin, seconded by Tryon, Town Council unanimously adopted Resolution No. 2024-28, “A Resolution of the Town Council for the Town of Paradise Confirming Costs of Abatement and Approving a Lien and Special Assessment Against Specific Real Property for Code Enforcement Activities.”

- 2b. Pursuant to Government Code section 54956.9(d)(4), the Town Council will meet with the Town Manager and Town Attorney to consider initiation of litigation – three (3) potential cases.

After reconvening from Closed Session Mayor Lassonde announced that no action was taken.

3. ADJOURNMENT

Mayor Lassonde adjourned the Council meeting at 5:47 p.m.

Date approved:

By:

Attest:

Ronald Lassonde, Mayor

Dina Volenski, CMC, Town Clerk



TOWN COUNCIL Meeting Minutes

6:00 PM – April 09, 2024

1. OPENING

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

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve Crowder, Steve “Woody” Culleton, Rose Tryon and Ronald Lassonde, Mayor

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Town Clerk/Elections Official Dina Volenski, Finance Director/Town Treasurer Aimee Beleu, Public Works Director/Town Engineer Marc Mattox, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Business and Housing Manager Kate Anderson, Recovery and Economic Development Project Manager Brian Solecki, Information Systems Director Luis Marquez, Police Chief Eric Reinbold and Fire Chief Garrett Needles.

Mayor Lassonde stated the following item came to the attention of Town staff subsequent to the posting of the agenda for the April 9, 2024 meeting. Pursuant to Government Code Section 54954.2, staff is requesting that Council take action to add the following item to the agenda. It takes two thirds vote to add the item to the agenda, or if less than two thirds are present a unanimous vote of those present.

As such, Council is requested to amend the Agenda to add Closed Session Item No. 9(a), as follows:

- 9a. Pursuant to Government Code Section 54956.8, the Town Council will meet with Real Property Negotiators, the Town Manager and Town Attorney regarding the following properties: 052-202-003-000 and 052-202-004-000.

Motion by Bolin, seconded by Culleton, the Town Council finds that there is a need to take immediate action and that the need came to the attention of the Town after the posting of the agenda and added Closed Session Agenda Item 9(a) to the agenda. Roll call vote was unanimous.

ITEM 6(h) WAS MOVED TO THE BEGINNING OF THE AGENDA BY COUNCIL CONSENSUS.

- 6h. Town Manager Jim Goodwin presented the proposed dedication of the Daffodil Garden at Paradise Community Park in honor of Paradise resident, Ward Habriel.

MOTION by Crowder, seconded by Bolin, approved the dedication of the Daffodil Garden at Paradise Community Park in honor of Paradise resident, Ward Habriel. Roll call vote was unanimous. (1050-10-007, 180-40-027)

Mayor Lassonde presented a proclamation to Ward Habriel recognizing his contribution to the community.

1. Ward Habriel expressed his gratitude to Council for their dedication to the community.
- 1a. Camp Fire Recovery Updates - Written reports are included in the agenda packet.(110-60-061)

Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.

Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update.

Tony Lindsey, CDD-Building and Code Enforcement-Code Enforcement Update.

Kate Anderson, Business and Housing Manager-Business and Housing Update.

2. CONSENT CALENDAR

MOTION by Bolin, seconded by Tryon, approved consent calendar items 2a through 2d. Roll call vote was unanimous.

- 2a. Approved the minutes of the March 8, 2024 Special Town Council meeting, and March 12, 2024 Special and Regular Town Council meetings.
- 2b. Approved March 2024 Cash Disbursements in the amount of \$18,626,338.65. (310-10-035)
- 2c. 1. Declared the described Police equipment as surplus property; and, 2. Adopted Resolution No. 2024-20, "A Resolution of the Town Council of the Town of Paradise Declaring Certain Town Equipment to be Surplus and Obsolete and Authorizing Disposal by the Town Manager or his designee." (380-10-003)
- 2d. Adopted Resolution No. 2024-21, "A Resolution of the Town Council of the Town of Paradise accepting the work performed under the Roadside

Evacuation Sign Project Contract No. 9431.CON, performed by John McGuire DBA McGuire Pacific Constructors.” (420-30-010, 510-20-404)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION - None

5. PUBLIC HEARINGS

- 5a. Building and Housing Manager Kate Anderson provided an overview of the proposed 2024-2025 Annual Action Plan. Ms. Anderson shared that there was a misprint in the Agenda Summary which read “2023-2024 Annual Action Plan” but clarified the proposed plan is for the 2024-2025 FY.

Mayor Lassonde opened the public hearing at 6:22 p.m.

There were no public comments.

Mayor Lassonde closed the public hearing at 6:22 p.m.

MOTION by Bolin, seconded by Culleton, 1. Adopted the Draft 2024-2025 Annual Action Plan as submitted; and, 2. Authorized staff to submit the adopted 2024-2025 Annual Action Plan to the U.S. Department of Housing and Urban Development. Roll call vote was unanimous. (710-10-105)

6. COUNCIL CONSIDERATION

- 6a. Finance Director Aimee Beleu provided an overview of the proposed GASB-96 Policy.

MOTION by Tryon, seconded by Bolin, adopted Resolution No. 2024-22 “A Resolution of the Town Council of the Town of Paradise Adopting Administrative Policy No. 170, GASB-96 Policy.” Roll call vote was unanimous. (110-10-020)

- 6b. Finance Director Aimee Beleu provided an overview of the report on unexpended Development Impact Fees.

MOTION by Tryon, seconded by Bolin, adopted Resolution No. 2024-23, “A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006.” Roll call vote was unanimous. (740-10-013)

- 6c. Public Works Director/Town Engineer Marc Mattox provided an overview of the proposed contract with Lamon Construction Co. Inc. for the 2024 On-System Road Rehabilitation/HSIP Systemic Intersection Safety Improvement Project.

MOTION by Culleton, seconded by Bolin, adopted Resolution No. 2024-24, “A Resolution of the Town Council of the Town of Paradise Awarding

Construction Contract No. 7303.3 CON, 2024 On-System Road Rehabilitation/HSIP Systemic Intersection Safety Improvement Project, to Lamson Construction Co, Inc. in the amount of their base bid in the amount of \$4,961,786.55 and designating authority to the Town Manager to Execute an Agreement with Lamson Construction Co, Inc. and to approve contingency expenditures not exceeding 10%". Roll call vote was unanimous. (510-20-428, 950-40-071)

Vice Mayor Bolin recused himself from the dais due to a potential conflict of interest at 6:31 p.m.

- 6d. Public Works Director/Town Engineer Marc Mattox provided an overview of the recommended Right of Way Acquisition Management Plan (RAMP) for the Paradise Sewer Project.

MOTION by Culleton, seconded by Crowder, 1. Concurred with staff's recommendation to adopt the Right of Way Acquisition Management Plan (RAMP) that has been prepared for the Paradise Sewer Project as the document that will guide the process for acquisition of any easements or rights of way that are determined to be necessary to the Paradise Sewer Project; and, 2. Adopted Resolution No. 2024-25, "A Resolution of the Town Council of the Town of Paradise Adopting the Paradise Sewer Project Right of Way Acquisition Management Plan as the official RAMP for the Paradise Sewer Project." Roll call vote was unanimous with Vice Mayor Bolin absent and not voting. (960-70-007, 960-70-008)

- 6e. Public Works Director/Town Engineer Marc Mattox provided an overview of staff's recommendation to purchase Environmental Mitigation Credits, up to the budgeted amount of \$2.4M to offset the impacts of the Paradise Sewer Project, utilizing secured CDBG-DR Infrastructure Planning Funds.

MOTION by Crowder, seconded by Culleton, 1. Concurred with staff recommendation to bestow to the Town Manager the authority to purchase Environmental Mitigation Credits, up to the budgeted amount of \$2.4M to offset the impacts of the Paradise Sewer Project, utilizing secured CDBG-DR Infrastructure Planning Funds; and, 2. Adopted Resolution No. 2024-26, "A Resolution of the Town Council of the Town of Paradise Designating Authority to the Town Manager to Approve the Purchase of Environmental Mitigation Credits." Roll call vote was unanimous with Vice Mayor Bolin absent and not voting. (960-70-007, 710-10-099)

Vice Mayor Bolin returned to the dais at 6:48 p.m.

- 6f. Public Works Director/Town Engineer Marc Mattox provided an overview of proposed Ordinance No. 634 with the correction to the draft ordinance presented at its introduction that referenced a \$175,000 threshold. Mr. Mattox clarified the informal bid threshold to be \$200,000 or less as indicated in the ordinance.

MOTION by Culleton, seconded by Tryon, 1. Waived the second reading of the Town of Paradise Ordinance No. 634 and read by title only; and, 2. Adopted Town Ordinance No. 634 “An Ordinance Adding Section 2.45.105 to the Paradise Municipal Code Relating to an Informal Bid Process for Public Works Projects of \$200,000 or Less.” Roll call vote was unanimous. (540-16-203)

- 6g. Town Manager Jim Goodwin provided an overview of the proposed amendment to Administrative Policy No. 520 regarding a rental incentive for Paradise Community Park for State and Federally Recognized non-profit organizations from April 9, 2024 to April 9, 2029.

Council asked that the policy and resolution reflect that the suspension of rental fees for Paradise Community Park be restricted to “Paradise” non-profit organizations.

1. Bill Hartley spoke in favor of this item.

MOTION by Crowder, seconded by Bolin, 1. Directed staff to suspend the rental fees for Paradise Community Park for Paradise non-profit organizations for a period of five years; and 2. Adopted Resolution 2024-27 “A Resolution of the Town Council of the Town of Paradise Amending Administrative Policy No. 520 Regarding a Rental Incentive for Paradise Community Park for State and Federally Recognized Paradise Non-Profit Organizations from April 9, 2024 to April 9, 2029.” Roll call vote was unanimous. (110-10-020)

- 6h. ITEM WAS MOVED TO THE BEGINNING OF THE AGENDA

- 6i. Recovery and Economic Development Project Manager Brian Solecki presented the proposed implementation of the Safe Network system addition to the Early Warning System.

MOTION by Lassonde, seconded by Bolin, 1. Concurred with staff’s recommendation to move forward with implementation of the Safe Network system addition to the Early Warning System if authorized by FEMA; and, 2. Directed staff to come back with a plan on moving forward if FEMA denies the request for the system addition. Roll call vote was unanimous. (420-30-009, 420-30-011)

- 6j. Town Manager Jim Goodwin provided an overview of staff’s recommendation to allocate up to \$75,000 toward a Community Healthcare Needs Assessment that will be matched by Feather River Health Foundation up to \$75,000.

1. Mark Thorp spoke in favor of this item.

MOTION by Crowder, seconded by Lassonde, 1. Concurred with staff's recommendation to allocate up to \$75,000 towards a Community Healthcare Needs Assessment; and, 2. Directed staff to issue a Request for Proposals for the drafting of the Community Healthcare Needs Assessment. Roll call vote was unanimous. (460-10-002)

7. COUNCIL INITIATED ITEMS AND REPORTS

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

Council Member Culleton attended a CHIP ribbon cutting celebration.

Council Member Crowder attended the Healthcare Committee meeting; met with Adventist Health; shared an update from the Fire Victim's Trust; helped host a tour with Congressman LaMalfa and Congresswoman Takuda from Maui.

Vice Mayor Bolin attended the monthly Local Agency Formation Commission meeting; a Habitat for Humanity event; and the State of the Town hosted by the Paradise Ridge Chamber of Commerce.

Council Member Tryon attended the State of the Town hosted by the Paradise Ridge Chamber of Commerce; the monthly Butte County Association of Governments meeting; and was elected to the board of the Butte County Fire Safe Council (BCFSC).

Mayor Lassonde attended the Healthcare Committee meeting; toured the Town with the State Department Exchange Committee with a group from Turkey; interviewed with KRCR; attended a conference call with the president of the Fire Victim's Trust; hosted a tour for Congressman LaMalfa and Congresswoman Takuda from Maui; attended a preliminary budget meeting with the Finance Committee and a CHIP ribbon cutting celebration.

- 7c. Future Agenda Items
 - 1. Discussion around rezoning the downtown corridor to business/multi-use (CROWDER)
 - 2. Discussion around expanding the Town's sphere of influence to prevent urban sprawl (CULLETON)

8. STAFF COMMUNICATION

- 8a. Town Manager Goodwin reflected on the tour with the State Department Exchange Committee; shared the Town hosted the first of quarterly administrator meetings with Paradise Recreation and Park District, Paradise Irrigation District and Paradise Unified School District; had a meeting with Taylor Neilson from the BCFSC; and met with David Reed from the Yuba/Sutter Arts Council to learn about their process and their program surrounding art on electrical boxes, which will be brought back to Council in early summer.

9. CLOSED SESSION

At 7:53 p.m. Mayor Lassonde announced that the Town Council would adjourn to Closed Session for the following item:

- 9a. Pursuant to Government Code Section 54956.8, the Town Council will meet with Real Property Negotiators, the Town Manager and Town Attorney regarding the following properties: 052-202-003-000 and 052-202-004-000.

After reconvening from Closed Session at 8:21 p.m., Mayor Lassonde announced direction was given, no reportable action was taken.

10. ADJOURNMENT

Mayor Lassonde adjourned the meeting at 8:22 p.m.

Date approved:

By:

Attest:

Ronald Lassonde, Mayor

Dina Volenski, CMC, Town Clerk



**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 10:30 AM – April 22, 2024**

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Lassonde at 10:31 a.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Rajan Zed.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve Crowder, Steve “Woody” Culleton, Rose Tryon and Ronald Lassonde Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Town Clerk/Elections Official Dina Volenski, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, and Deputy Town Clerk Melanie Elvis.

2. COUNCIL CONSIDERATION

2a. Community Development Director Susan Hartman provided an overview of the current and proposed zoning amendments for the downtown corridor. Council discussed potential actions and timing of actions designed to preserve housing in the downtown without compromising a vision for a vibrant commercial downtown core.

1. Aubury Pruis spoke in favor of this item; shared that as a realtor how he thought the houses that were already rebuilt in the commercial downtown would be affected by a zone amendment; and thanked Council for their dedication to the Town’s recovery.
2. Kathy Dysert spoke in favor of this item and asked if and how a zone amendment would affect the corporation yard, Police and Fire Stations and if they would be moved due to lack of visual appeal.

MOTION by Bolin seconded by Culleton, directed staff to bring back an urgency ordinance at the Regular May Town Council meeting to place a moratorium on single and multi-family housing units in the Central-Business Zoning District for 45 days. Roll call vote was unanimous.

Mayor Lassonde adjourned the Council meeting at 11:20 a.m.

Date approved:

By:

Attest:

Ronald Lassonde, Mayor

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
April 1, 2024 - April 30, 2024



CASH DISBURSEMENTS REPORT
April 1, 2024 - April 30, 2024

Check Date	Pay Period End	Description	Amount	Total
4/12/2024	4/7/2024	Net Payroll - Direct Deposits and Checks	\$ 225,446.54	
4/26/2024	4/21/2024	Net Payroll - Direct Deposits and Checks	\$ 245,919.88	
				\$ 471,366.42
Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	424,557.44	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$ 2,715,061.96</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>3,139,619.40</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 3,610,985.82</u></u>

APPROVED BY: _____
 Aimee Belev - Finance Director/Town Treasurer

APPROVED BY: _____
 Jim Goodwin - Town Manager

Payment Register

From Payment Date: 4/1/2024 - To Payment Date: 4/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP TCB - General Checking									
<u>Check</u>									
86283	04/04/2024	Open			Accounts Payable	4LEAF, Inc	\$7,968.00		
86284	04/04/2024	Open			Accounts Payable	Adams Ashby Group, Inc.	\$4,641.00		
86285	04/04/2024	Open			Accounts Payable	AGS CONSTRUCTION SERVICES	\$5,248.00		
86286	04/04/2024	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$381.45		
86287	04/04/2024	Open			Accounts Payable	Amazon Capital Services	\$2,264.62		
86288	04/04/2024	Open			Accounts Payable	Anderson Builders Corporation	\$40,220.00		
86289	04/04/2024	Open			Accounts Payable	AT&T MOBILITY	\$89.46		
86290	04/04/2024	Open			Accounts Payable	Barcodes Acquisition, Inc.	\$253.57		
86291	04/04/2024	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$100.00		
86292	04/04/2024	Open			Accounts Payable	Blais & Associates, LLC	\$17,490.00		
86293	04/04/2024	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$2,500.00		
86294	04/04/2024	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
86295	04/04/2024	Open			Accounts Payable	Bureau Veritas North America, Inc	\$12,210.00		
86296	04/04/2024	Open			Accounts Payable	BUTTE CO DISTRICT ATTORNEY	\$4,000.00		
86297	04/04/2024	Open			Accounts Payable	BUTTE COUNTY FIRE SAFE COUNCIL	\$1,000.00		
86298	04/04/2024	Open			Accounts Payable	Clinton Powell	\$125.00		
86299	04/04/2024	Open			Accounts Payable	Cole Huber LLP	\$5,789.50		
86300	04/04/2024	Open			Accounts Payable	Down Range Indoor Training Center	\$356.60		
86301	04/04/2024	Open			Accounts Payable	Elk Grove Auto / Winner Chevrolet	\$57,148.57		
86302	04/04/2024	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$354.00		
86303	04/04/2024	Open			Accounts Payable	ESRI	\$900.00		
86304	04/04/2024	Open			Accounts Payable	First American Title Company	\$100,000.00		
86305	04/04/2024	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$135.00		
86306	04/04/2024	Open			Accounts Payable	Freedom Forever	\$254.40		
86307	04/04/2024	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$156.25		
86308	04/04/2024	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$4,846.00		
86309	04/04/2024	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$6.30		
86310	04/04/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$14,600.00		
86311	04/04/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$8,330.00		
86312	04/04/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$45,000.00		
86313	04/04/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$15,000.00		
86314	04/04/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$3,500.00		
86315	04/04/2024	Open			Accounts Payable	Housing Authority of the County of Butte	\$303,050.00		
86316	04/04/2024	Open			Accounts Payable	HQE Systems, Inc.	\$95,531.35		
86317	04/04/2024	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$9,157.94		
86318	04/04/2024	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$204.95		
86319	04/04/2024	Open			Accounts Payable	James or Lavenia Riotto	\$125.00		
86320	04/04/2024	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$566.60		
86321	04/04/2024	Open			Accounts Payable	KP Research Services, Inc.	\$2,826.56		
86322	04/04/2024	Open			Accounts Payable	L.N. CURTIS & SONS	\$366.57		
86323	04/04/2024	Open			Accounts Payable	LEFTA Systems	\$6,102.71		
86324	04/04/2024	Open			Accounts Payable	Look Ahead Veterinary Services	\$218.67		

Payment Register

From Payment Date: 4/1/2024 - To Payment Date: 4/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
86325	04/04/2024	Open			Accounts Payable	McGuire Pacific Constructors	\$66,633.95		
86326	04/04/2024	Open			Accounts Payable	Mercy Housing California	\$676,673.88		
86327	04/04/2024	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$1,050.00		
86328	04/04/2024	Open			Accounts Payable	Midwest Veterinary Supply, Inc	\$613.58		
86329	04/04/2024	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$129.51		
86330	04/04/2024	Open			Accounts Payable	NAPA Auto Parts	\$83.38		
86331	04/04/2024	Open			Accounts Payable	Nichols-Melburg + Rossetto, AIA + Associates Inc	\$10,800.00		
86332	04/04/2024	Open			Accounts Payable	North State Tire Co. Inc.	\$554.28		
86333	04/04/2024	Open			Accounts Payable	Nutrien	\$3,185.33		
86334	04/04/2024	Open			Accounts Payable	NV5, Inc.	\$2,649.03		
86335	04/04/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$262.61		
86336	04/04/2024	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$189.50		
86337	04/04/2024	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$1,716.55		
86338	04/04/2024	Open			Accounts Payable	PARADISE ALLIANCE CHURCH	\$120.00		
86339	04/04/2024	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$3,408.52		
86340	04/04/2024	Open			Accounts Payable	Sierra West Consulting Group Inc.	\$13,200.00		
86341	04/04/2024	Open			Accounts Payable	Spherion Staffing	\$1,542.42		
86342	04/04/2024	Open			Accounts Payable	Tahoe Pure Water Co.	\$125.00		
86343	04/04/2024	Open			Accounts Payable	THOMAS ACE HARDWARE	\$17.38		
86344	04/04/2024	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$918.16		
86345	04/04/2024	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$17.72		
86346	04/04/2024	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$1,800.00		
86347	04/04/2024	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$95.00		
86348	04/04/2024	Open			Accounts Payable	Valley Lock & Safe	\$30.00		
86349	04/08/2024	Open			Accounts Payable	BCI Burke Company, LLC	\$10,948.47		
86350	04/08/2024	Open			Accounts Payable	AGS CONSTRUCTION SERVICES	\$9,104.00		
86351	04/11/2024	Open			Accounts Payable	ICMA 457 - MissionSquare	\$1,660.28		
86352	04/11/2024	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$760.60		
86353	04/18/2024	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$79.31		
86354	04/18/2024	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$6.97		
86355	04/18/2024	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$61.16		
86356	04/18/2024	Open			Accounts Payable	Alpha Signs , Michael Ford	\$153.27		
86357	04/18/2024	Open			Accounts Payable	Alvies, John	\$162.25		
86358	04/18/2024	Open			Accounts Payable	Amazon Capital Services	\$1,185.91		
86359	04/18/2024	Open			Accounts Payable	ANIMAL HOSPITAL/VETMOBILE	\$475.00		
86360	04/18/2024	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.91		
86361	04/18/2024	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$197.05		
86362	04/18/2024	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$27.79		
86363	04/18/2024	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$27.96		
86364	04/18/2024	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$764.08		
86365	04/18/2024	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,057.74		
86366	04/18/2024	Open			Accounts Payable	Bear Electrical Systems, Inc	\$1,520.00		
86367	04/18/2024	Open			Accounts Payable	Big O Tires	\$340.00		
86368	04/18/2024	Open			Accounts Payable	Biometrics4ALL, Inc	\$25.50		

Payment Register

From Payment Date: 4/1/2024 - To Payment Date: 4/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
86369	04/18/2024	Open			Accounts Payable	Bug Smart	\$83.00		
86370	04/18/2024	Open			Accounts Payable	BUTTE CO RECORDER	\$312.00		
86371	04/18/2024	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$81.60		
86372	04/18/2024	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$994.00		
86373	04/18/2024	Open			Accounts Payable	Chico State Enterprises	\$7,500.00		
86374	04/18/2024	Open			Accounts Payable	Cole Huber LLP	\$57,941.01		
86375	04/18/2024	Voided	Incorrect Check Number	04/18/2024	Accounts Payable	COMCAST CABLE	\$429.63		
86376	04/18/2024	Voided	Incorrect Check Number	04/18/2024	Accounts Payable	COMCAST CABLE	\$409.63		
86377	04/18/2024	Open			Accounts Payable	Cordico Psychological Corporation	\$500.00		
86378	04/18/2024	Open			Accounts Payable	Creative Composition Inc	\$438.56		
86379	04/18/2024	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$315.00		
86380	04/18/2024	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$908.32		
86381	04/18/2024	Open			Accounts Payable	Dokken Engineering, Inc.	\$10,893.19		
86382	04/18/2024	Open			Accounts Payable	Down Range Indoor Training Center	\$77.93		
86383	04/18/2024	Open			Accounts Payable	Eidhammer, Trenton	\$306.00		
86384	04/18/2024	Open			Accounts Payable	Elvis, Melanie	\$275.22		
86385	04/18/2024	Open			Accounts Payable	Entersect	\$109.95		
86386	04/18/2024	Open			Accounts Payable	Erdahl, Jessica	\$552.29		
86387	04/18/2024	Open			Accounts Payable	ESRI	\$3,610.00		
86388	04/18/2024	Open			Accounts Payable	GOVERNOR'S OFFICE OF EMERGENCY SERVICES	\$1,528.00		
86389	04/18/2024	Open			Accounts Payable	Granicus LLC	\$5,580.05		
86390	04/18/2024	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$145.47		
86391	04/18/2024	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$450.00		
86392	04/18/2024	Open			Accounts Payable	Harry Eiland	\$125.00		
86393	04/18/2024	Open			Accounts Payable	Hawkins Delafield & Wood LLP	\$69,800.00		
86394	04/18/2024	Open			Accounts Payable	HDR Engineering, Inc	\$191,275.21		
86395	04/18/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$25,000.00		
86396	04/18/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$15,250.00		
86397	04/18/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$20,000.00		
86398	04/18/2024	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$13,717.80		
86400	04/18/2024	Open			Accounts Payable	INTERSTATE SALES	\$314.13		
86401	04/18/2024	Open			Accounts Payable	James or Lavenia Riotto	\$250.00		
86402	04/18/2024	Open			Accounts Payable	Jennifer Arbuckle	\$2,750.00		
86403	04/18/2024	Open			Accounts Payable	Kimball Midwest	\$328.63		
86404	04/18/2024	Voided	Incorrect Check Number	04/18/2024	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$1,255.09		
86405	04/18/2024	Voided	Incorrect Check Number	04/18/2024	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$634.33		
86406	04/18/2024	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		
86407	04/18/2024	Open			Accounts Payable	L.N. CURTIS & SONS	\$1,232.51		
86408	04/18/2024	Open			Accounts Payable	LACO Associates	\$30,250.00		
86409	04/18/2024	Open			Accounts Payable	Lassen Community College	\$253.00		
86410	04/18/2024	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$43.53		
86411	04/18/2024	Open			Accounts Payable	LIFE ASSIST INC	\$269.38		

Payment Register

From Payment Date: 4/1/2024 - To Payment Date: 4/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
86412	04/18/2024	Open			Accounts Payable	MAGOON SIGNS	\$48.71		
86413	04/18/2024	Open			Accounts Payable	Mark Thomas & Company Inc	\$5,121.75		
86414	04/18/2024	Open			Accounts Payable	Mendes Supply Company	\$76.71		
86416	04/18/2024	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$195.00		
86417	04/18/2024	Open			Accounts Payable	MJB WELDING SUPPLY, INC.	\$140.29		
86418	04/18/2024	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
86419	04/18/2024	Open			Accounts Payable	NAPA Auto Parts	\$175.77		
86420	04/18/2024	Open			Accounts Payable	North State Tire Co. Inc.	\$962.11		
86421	04/18/2024	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$1,990.88		
86422	04/18/2024	Open			Accounts Payable	Nutrien	\$3,185.33		
86423	04/18/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,297.89		
86424	04/18/2024	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$4,453.24		
86425	04/18/2024	Open			Accounts Payable	Oroville Cable	\$63.03		
86426	04/18/2024	Open			Accounts Payable	Oroville Tow & Salvage	\$2,650.00		
86427	04/18/2024	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$19,771.65		
86428	04/18/2024	Open			Accounts Payable	PARADISE POST	\$371.97		
86429	04/18/2024	Open			Accounts Payable	Psomas	\$12,420.62		
86430	04/18/2024	Open			Accounts Payable	Shasta Cascade Chapter ICC	\$250.00		
86431	04/18/2024	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$483.50		
86432	04/18/2024	Open			Accounts Payable	Spherion Staffing	\$865.92		
86433	04/18/2024	Open			Accounts Payable	Stertil Koni USA, Inc.	\$71,340.65		
86434	04/18/2024	Open			Accounts Payable	Stratti	\$10,337.35		
86435	04/18/2024	Open			Accounts Payable	T MOBILE USA, INC.	\$1,672.19		
86436	04/18/2024	Open			Accounts Payable	Tahoe Pure Water Co.	\$74.00		
86437	04/18/2024	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$808.53		
86438	04/18/2024	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$93.18		
86439	04/18/2024	Open			Accounts Payable	Thompson, Travis	\$85.49		
86440	04/18/2024	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$6,049.00		
86441	04/18/2024	Open			Accounts Payable	Tri Flame Propane	\$402.25		
86442	04/18/2024	Open			Accounts Payable	TRUEPOINT SOLUTIONS, LLC	\$2,887.50		
86443	04/18/2024	Open			Accounts Payable	VERIZON WIRELESS	\$570.15		
86444	04/18/2024	Open			Accounts Payable	WILGUS FIRE CONTROL INC	\$1,132.81		
86445	04/18/2024	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$475.93		
86446	04/18/2024	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$516.56		
86447	04/18/2024	Open			Accounts Payable	COMCAST CABLE	\$166.63		
86448	04/18/2024	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	\$15.00		
86449	04/18/2024	Open			Accounts Payable	COMCAST CABLE	\$429.63		
86450	04/18/2024	Open			Accounts Payable	COMCAST CABLE	\$409.63		
86451	04/18/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$1,255.09		
86452	04/18/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$634.33		
86453	04/18/2024	Open			Accounts Payable	Aflac	\$57.98		
86454	04/18/2024	Open			Accounts Payable	OPERATING ENGINEERS	\$1,088.00		
86455	04/18/2024	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,435.51		
86456	04/18/2024	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$85.00		

Payment Register

From Payment Date: 4/1/2024 - To Payment Date: 4/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
86457	04/25/2024	Open			Accounts Payable	ICMA 457 - MissionSquare	\$1,660.28		
86458	04/25/2024	Open			Accounts Payable	Met Life	\$12,731.78		
86459	04/25/2024	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$760.60		
86460	04/25/2024	Open			Accounts Payable	SUN LIFE INSURANCE	\$7,835.38		
86461	04/25/2024	Open			Accounts Payable	SUPERIOR VISION SVC INC	\$916.44		
86462	04/29/2024	Open			Accounts Payable	NCCSIF TREASURER	\$54,584.75		
Type Check Totals:							178 Transactions	\$2,294,959.56	
EFT									
1	04/11/2024	Open			Accounts Payable	CALPERS - RETIREMENT	\$61,177.69		
2	04/11/2024	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,103.25		
3	04/11/2024	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$10,178.12		
4	04/11/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$34,666.20		
5	04/18/2024	Open			Accounts Payable	CALPERS	\$152,851.39		
6	04/25/2024	Open			Accounts Payable	CALPERS - RETIREMENT	\$61,136.17		
7	04/25/2024	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$12,938.06		
8	04/25/2024	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$10,178.12		
9	04/25/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$41,336.59		
Type EFT Totals:							9 Transactions	\$394,565.59	

AP TCB - General Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	174	\$2,292,230.88	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	4	\$2,728.68	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	178	\$2,294,959.56	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$394,565.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	9	\$394,565.59	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	183	\$2,686,796.47	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	4	\$2,728.68	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	187	\$2,689,525.15	\$0.00

AP - US Bank TOP AP Checking

Check	Date	Status	Source	Payee Name	Transaction Amount
85579	04/04/2024	Open	Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$377.32
85580	04/04/2024	Open	Accounts Payable	Amazon Capital Services	\$347.50
85581	04/04/2024	Open	Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.91
85582	04/04/2024	Open	Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$197.05
85583	04/04/2024	Open	Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$27.79
85584	04/04/2024	Open	Accounts Payable	AT&T/CALNET3 - Summary	\$4,015.99

Payment Register

From Payment Date: 4/1/2024 - To Payment Date: 4/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
85585	04/04/2024	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$27.90		
85586	04/04/2024	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,057.74		
85587	04/04/2024	Open			Accounts Payable	Biometrics4ALL, Inc	\$16.50		
85588	04/04/2024	Open			Accounts Payable	Butte County Information Systems	\$56,548.80		
85589	04/04/2024	Open			Accounts Payable	Cole Huber LLP	\$2,736.00		
85590	04/04/2024	Open			Accounts Payable	Cordico Psychological Corporation	\$1,600.00		
85591	04/04/2024	Open			Accounts Payable	Creative Composition Inc	\$5,822.31		
85592	04/04/2024	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$2,343.75		
85593	04/04/2024	Open			Accounts Payable	Gregory Cundiff	\$350.00		
85594	04/04/2024	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	\$125.00		
85595	04/04/2024	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$379.95		
85596	04/04/2024	Open			Accounts Payable	Lash's Glass	\$2,566.32		
85597	04/04/2024	Open			Accounts Payable	Lui, Andrea	\$113.00		
85598	04/04/2024	Open			Accounts Payable	NextRequest Co.	\$8,433.60		
85599	04/04/2024	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$480.08		
85600	04/04/2024	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$1,114.42		
85601	04/04/2024	Open			Accounts Payable	RoadSafe Traffic Systems, Inc.	\$247.75		
85602	04/04/2024	Open			Accounts Payable	St John, Mollie, A	\$113.00		
85603	04/04/2024	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$29.48		
85604	04/04/2024	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	\$3,300.00		
85605	04/04/2024	Open			Accounts Payable	Wood, Montana, S	\$304.00		
85606	04/18/2024	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
85607	04/18/2024	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
85608	04/18/2024	Voided	Project Cancelled	04/25/2024	Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
85609	04/18/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$10,500.00		
85610	04/18/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$24,600.00		
85611	04/18/2024	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$21,128.00		
85612	04/18/2024	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$508.00		
85613	04/18/2024	Open			Accounts Payable	SBA Monarch Towers III LLC	\$180.09		
85614	04/18/2024	Open			Accounts Payable	Stratton Appraisals	\$400.00		
Type Check Totals:									
AP - US Bank TOP AP Checking Totals									
							36 Transactions	\$450,094.25	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	35	\$350,094.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$100,000.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	36	\$450,094.25	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

Payment Register

From Payment Date: 4/1/2024 - To Payment Date: 4/30/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	35	\$350,094.25	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$100,000.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	36	\$450,094.25	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	209	\$2,642,325.13	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	5	\$102,728.68	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	214	\$2,745,053.81	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	9	\$394,565.59	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	9	\$394,565.59	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	218	\$3,036,890.72	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	5	\$102,728.68	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	223	\$3,139,619.40	\$0.00	



Town of Paradise

Council Agenda Summary

Agenda Item: 2(c)

Date: May 14th, 2024

ORIGINATED BY: Tony Lindsey, CDD Director
Garret Needles, Fire Chief
REVIEWED BY: Jim Goodwin, Town Manager
Scott Huber, Town Attorney
SUBJECT: Approve and adopt a resolution accepting the SB 1205
Mandated Inspection Report.

LONG TERM RECOVERY PLAN: NA

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2024-___, "A Resolution of the Town Council of the Town of Paradise acknowledging receipt of a report made by the Fire Chief of the Paradise Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code."

Background:

In 2018, Senate Bill 1205 (SB 1205) was enacted into law after being signed by the California Governor. This legislation was prompted by the tragic Ghost Ship Fire in Oakland in December 2016, which drew national attention to California's fire safety laws and the effectiveness of fire inspections. SB 1205 amended the California Health and Safety Code to introduce several changes. Notably, it mandated annual inspections and reporting for all facilities subject to existing inspection requirements, including schools (both public and private). Additionally, the amendment broadened the scope of mandated inspections to encompass hotels, motels, lodging houses, and apartments. Furthermore, the new state law necessitated the completion of annual reporting on the findings of these inspections. Governance bodies are now required to accept the report and formally adopt a resolution stating the results of the report's acceptance in a formal resolution or similar manner.

California Health and Safety Code Sections 13146.2 and 13146.3 mandate fire departments to provide fire protection services and conduct annual inspections in various types of buildings, including hotels, motels, lodging houses, apartment houses, and public and private schools. However, before the enactment of SB 1205, these sections did not specify reporting or demonstrating compliance requirements.

Adopting this Resolution, the Town of Paradise ensures compliance with California Health and Safety Code Sections 13146.2 and 13146.3, fulfilling the state-mandated inspections outlined above. It's worth noting that while the law doesn't outline specific penalties, adherence to these regulations is crucial for maintaining safety standards.

Analysis:

The Paradise Fire Prevention Division is accountable for conducting 37 occupancy inspections within the Town of Paradise. Among these, 11 fall under Group E Occupancies; 1 is classified as an I Occupancy, with the remaining 25 categorized as Group R Occupancies. All inspections are designated priority fire prevention measures and are subject to compulsory annual reporting to the Paradise Town Council. For the fiscal year 2023/2024, the total of 37 inspections excludes numerous re-inspections. Staff members consistently perform re-inspections in response to deficiencies noted during initial inspections. During this reporting period, Fire Prevention personnel completed all 37 priority building inspections, achieving a compliance rate of 100%.

Accepting this compliance report and adopting the recommended Resolution satisfies the statutory obligations outlined in California Health and Safety Code Sections 13146.2, 13146.3, and 13146.4, as amended by SB1205.

Financial Impact:

No financial impacts are associated with filing and accepting this report.

Attachment:

Resolution

**TOWN OF PARADISE
RESOLUTION NO. 2024-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE,
CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE
CHIEF OF THE PARADISE FIRE DEPARTMENT REGARDING THE INSPECTION OF
CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN
SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE
CALIFORNIA HEALTH AND SAFETY CODE.**

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018 and became effective on September 27, 2018; and,

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Paradise Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and,

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Paradise Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and,

WHEREAS, the Town Council of the Town of Paradise intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Paradise Fire Department's compliance with California Health and Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE that said Council expressly acknowledges the measure of compliance of the Paradise Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the Town of Paradise, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those of public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. 11 Group E occupancies, buildings, structures, and facilities are within the Town of Paradise.

During the fiscal year 2023/2024, the Paradise Fire Prevention staff completed the annual inspection of 11 Group E occupancies, buildings, structures, and facilities. This is a compliance rate of 100 % for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

For this Resolution, Residential Group R occupancies generally contain sleeping units, including hotels, motels, apartments (three units or more), and other residential occupancies (including several residential care facilities). These residential care facilities have several different sub-classifications, and they may contain residents or clients with a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the Town of Paradise are 25 Group R (and their associated sub-categories) occupancies of this nature.

During the fiscal year 2023/2024, the Paradise Fire Prevention staff completed the annual inspection of 25 Group R occupancies, buildings, structures, and facilities. This is a compliance rate of 100 % for this reporting period.

C. INSTITUTIONAL GROUP I OCCUPANCIES

Institutional Group I occupancies, for this Resolution, are generally those where the use of a building or structure is to provide care or supervision to persons who are incapable of self-preservation without physical assistance, in which persons are detained for penal or correctional purposes, or in which the liberty of the occupants is restricted. Within the District lies 1 known Group I occupancy, building, structure, and facility.

During the fiscal year 2023/2024, the Paradise Fire Prevention staff completed the annual inspection of 1 Group I occupancies, buildings, structures, and facilities. This is a compliance rate of 100 % for this reporting period.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Ronald Lassonde, Mayor

ATTEST:

By: _____
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 2(d)

ORIGINATED BY: Marc Mattox, Public Works Director/Town Engineer
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: SB 1 Road Maintenance and Rehabilitation Account Project List
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2024-_____, "A Resolution Of The Town Council Of The Town Of Paradise Adopting A List Of Projects For Fiscal Year 2024/2025 Funded By SB1: The Road Repair And Accountability Act Of 2017."

Background:

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, increasing per gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees with inflationary adjustments to tax rates in the future for the purpose of addressing road maintenance, rehabilitation, and roadway safety needs. The State Controller will deposit portions of the new funding into the Road Maintenance & Rehabilitation Account (RMRA), which will be apportioned by formula to eligible cities and counties. Funds are anticipated to apportion to cities and counties beginning January 2018.

SB1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs and, therefore, requires cities and counties to provide basic RMRA project reporting to the California Transportation Commission (CTC). Per the program's requirements, jurisdictions are required to submit a project list to the CTC with locations, schedule, and estimated useful life of the project before they can receive RMRA funds.

Analysis:

The Town is required to submit a proposed project list for the 2024/2025 Fiscal Year to the CTC by July 1, 2024 in order to receive RMRA funds. The Town will continue to receive apportionments monthly. The League of California Cities estimates that the Town of Paradise will receive \$233,965 of RMRA funds in the 2024/2025 Fiscal Year.

Due to the Camp Fire, the fiscal year 2024/2025 revenues from SB 1 are proposed to be used for ongoing maintenance of public roadways.

The Town will report any use of SB 1 revenues within the 2024/2025 Fiscal Year, as well as update the project in the annual Expenditure Report, that is due to the Commission by December 1st, each year.

Financial Impact:

The Town of Paradise anticipates receiving \$233,965 of RMRA funds in the 2024/2025 fiscal year. The funds must be utilized to repair, rehabilitate, or maintain roadways within the Town.

Attachments:

- A. Resolution
- B. 2024/2025 Projected Revenues

**TOWN OF PARADISE
RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024/2025 FUNDED
BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our Town are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the Town must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the Town will receive and estimated \$233,965 in RMRA funding in Fiscal Year 2024/2025 from SB 1; and

WHEREAS, this is the seventh year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the Town has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the Town used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the Town maintain and rehabilitate 100 miles of our publicly owned roadways, which in light of the 2018 Camp Fire are in need of additional repairs and improvements; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the Town’s streets and roads are in an at higher risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a at lower risk condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2024/2025 Road Maintenance and Rehabilitation Account revenues:

Town Transportation Related Infrastructure Repair and Rehabilitation

Due to the Camp Fire, the fiscal year 2024/2025 revenues from SB 1 are proposed to be used for ongoing maintenance of public roadways. The recommended strategy for the Town is to hold all transportation funding revenues until the Town’s repair efforts can be properly planned. The project schedule will be July 1, 2024- June 30, 2025 and the estimated useful life for ongoing maintenance work is 1-2 years.

The Town will report any use of SB 1 revenues within the 2024/2025 Fiscal Year, as well as update the project in the annual Expenditure Report, that is due to the Commission by December 1st, each year.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 14th day of May 2024, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

By: _____
Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

Local Streets and Roads - Projected FY2024-25 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2024

	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
ALAMEDA COUNTY								
ALAMEDA	699,876	489,302	274,171	668,698	7,500	2,139,548	2,017,062	4,156,609
ALBANY	199,089	139,189	81,426	190,220	5,000	614,925	573,781	1,188,705
BERKELEY	1,126,346	787,459	438,313	1,076,170	10,000	3,438,288	3,246,160	6,684,448
DUBLIN	658,993	460,720	258,436	629,636	7,500	2,015,284	1,899,234	3,914,518
EMERYVILLE	112,678	78,776	48,168	107,659	3,000	350,281	324,741	675,022
FREMONT	2,041,713	1,427,417	790,622	1,950,759	10,000	6,220,511	5,884,271	12,104,783
HAYWARD	1,456,007	1,017,934	565,194	1,391,145	10,000	4,440,279	4,196,251	8,636,530
LIVERMORE	778,722	544,425	304,517	744,031	7,500	2,379,195	2,244,296	4,623,491
NEWARK	421,435	294,637	167,004	402,661	6,000	1,291,737	1,214,588	2,506,325
OAKLAND	3,846,313	2,689,062	1,485,184	3,674,967	10,000	11,705,525	11,085,176	22,790,701
PIEDMONT	99,980	69,899	43,281	95,526	3,000	311,685	288,144	599,829
PLEASANTON	708,099	495,051	277,336	676,555	7,500	2,164,541	2,040,760	4,205,301
SAN LEANDRO	806,765	564,031	315,311	770,825	7,500	2,464,431	2,325,117	4,789,548
UNION CITY	621,928	434,806	244,170	594,222	7,500	1,902,626	1,792,412	3,695,038
ALPINE COUNTY								
AMADOR COUNTY								
AMADOR	1,776	1,242	5,675	1,697	1,000	11,389	5,118	16,508
IONE	78,588	54,943	43,511	75,087	2,000	254,129	226,492	480,621
JACKSON	45,030	31,482	26,981	43,024	2,000	148,518	129,779	278,297
PLYMOUTH	9,493	6,637	9,476	9,070	1,000	35,675	27,358	63,033
SUTTER CREEK	23,470	16,408	16,361	22,424	1,000	79,663	67,641	147,304
BUTTE COUNTY								
BIGGS	17,671	12,354	12,326	16,884	1,000	60,236	50,929	111,165
CHICO	953,657	666,728	410,969	911,174	10,000	2,952,528	2,748,466	5,700,994
GRIDLEY	67,026	46,860	33,347	64,040	2,000	213,273	193,171	406,444
OROVILLE	176,987	123,736	80,180	169,103	4,000	554,006	510,081	1,064,087
PARADISE	81,181	56,756	39,376	109,980	2,000	289,292	233,965	523,258
CALAVERAS COUNTY								
ANGELS CAMP	32,421	22,666	29,025	30,977	1,000	116,089	93,438	209,527
COLUSA COUNTY								
COLUSA	57,081	39,907	20,687	54,538	2,000	174,212	164,508	338,720
WILLIAMS	49,444	34,567	18,562	47,241	2,000	151,814	142,498	294,312



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 2(e)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Implementation Contracts for Phase 2 of the Category 4 Tree Removal Program
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Approve the attached Professional Services Agreements and authorize the Town Manager to execute the contract upon full Category 4 Tree Removal Program approval by FEMA and CalOES.
 - a. Biological Surveying and Monitoring Contract with Mountain Engineering.
 - b. Archaeological Surveying and Monitoring Contract with Mountain Engineering.
 - c. Tribal Monitoring Contract with the Mechoopda Indian Tribe of Chico Rancheria.
 - d. Tribal Monitoring Contract with the Mooretown Rancheria.
 - e. Tribal Monitoring Contract with the Enterprise Rancheria.

Background:

The Town of Paradise has been working alongside FEMA and CalOES since 2019 on the funding and implementation of the Category 4 Tree Removal Program. In 2022, Phase 1 of the program was approved and implemented. Town Staff procured arborist services and opened the program to applicants. 574 properties enrolled in the program were assessed and had over 12,000 eligible trees identified for removal upon approval of Phase 2 of the program.

The Town has completed all actions in Phase 1 of the Category 4 Tree Removal Program, and we continue to wait on completion of all environmental requirements by all the involved agencies in order to receive approval to move forward with Phase 2 removal of trees. We anticipate approval being granted in the coming weeks and we are preparing to move forward immediately.

Town Staff have been working with management partners, the Butte Fire Safe Council (BCFSC), to have all aspects of the project ready to begin without additional delays as soon as approval is provided by FEMA and CalOES. BCFSC has been working on the logistical plans as well as procuring contracts that were under their responsibility. Town Staff has been reaching out to property owners with all paperwork and required authorizations to allow immediate work to commence upon approval.

Analysis:

Town staff has been working with FEMA and CalOES for a number of years on this project. As part of that process all monitoring and surveying requirements have been established through the FEMA/CalOES environmental process. This process has resulted in the creation of Biological Surveying and Monitoring Plans, Archeological Surveying and Monitoring Plans, Tribal Surveying and Monitoring Plans and a Project Specific Programmatic Agreement guiding all aspects of the project. The Town is required to follow and establish all protocols as a part of the impending approval of Phase 2 actions.

As a result, we have been working to procure necessary contracts that will be executed upon full approval of the project.

Biological Surveying and Monitoring Contract:

- RFP #C4BIO2024 was posted on February 29, 2024
- Questions were received and an RFP addendum was posted on March 14, 2024
- The RFP was closed on March 26, 2024 with 9 proposals submitted. The average cost of the received proposals was \$346,256.10.
- All proposals were scored by our review team consisting of Town of Paradise and BCFSC Staff.
- After scoring, two proposals were identified as the top proposals received and moved forward to an interview presentation.
- After the interview presentation, the review team unanimously chose Mountain Engineering (Folsom, CA) for the award of the contract based on their experience, history of working in Paradise, project plan and understanding of the project needs.
- **The contract will be for the Not-to-Exceed (NTE) amount of \$266,622.33.**

Archaeological Surveying and Monitoring Contract:

- RFP #C4ARCH2024 was posted on February 29, 2024
- Questions were received and an RFP addendum was posted on March 14, 2024
- The RFP was closed on March 26, 2024 with 10 proposals submitted. The average cost of the received proposals was \$295,591.12.
- All proposals were scored by our review team consisting of Town of Paradise and BCFSC Staff.
- After scoring, one proposal was determined to be the clear top proposal received and moved forward to an interview presentation.
- After the interview presentation, the review team chose Mountain Engineering (Folsom, CA) for the award of the contract based on their experience, history of working in Paradise, project plan and understanding of the project needs. Additionally, awarding both the Biological Surveying Contract and the Archaeological Surveying Contract to the same contract will increase efficiency, limit the number of program managers involved and reduce costs overall.
- **The contract will be for the Not-to-Exceed (NTE) amount of \$230,380.00.**

Tribal Monitoring Contracts:

- Local tribes (Mechoopda, Enterprise, and Mooretown) have been involved in the environmental process since the beginning of the project. We have worked with our FEMA

Tribal Liaison to make sure all Tribal needs and monitoring requirements were addressed. Through that process, each of the tribes worked with FEMA and Town Staff to develop cost estimates for all required monitoring and surveying.

- The contract with the Mechoopda Indian Tribe of Chico Rancheria will be for the Not-to-Exceed (NTE) amount of \$229,080.
- The contract with the Enterprise Rancheria will be for the Not-to-Exceed (NTE) amount of \$225,653.80.
- The contract with the Mooretown Rancheria will be for the Not-to-Exceed (NTE) amount of \$363,038.

Financial Impact

All funding for Phase 2 of the Category 4 Tree Removal Program has been secured with 75% being provided by FEMA/CalOES HMGP Funds and 25% being provided by a CalFire CCI Grant. All contracts being presented for approval fall within the budget categories already allocated within the grants. The only financial impact to the Town will be the task of managing cash flow between expenditure and reimbursement timing.

Attachment:

1. Standard Contract Template

PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000

This Contract, dated as of the last date executed by the Town of Paradise is between the Town of Paradise, a municipal corporation of the State of California, hereinafter referred to as "TOWN", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE									
Term of This Contract									
Term Begins				Term Completion Date					
On Following Date		Upon FEMA Phase 2 Approval		On Following Date		December 31, 2025			
Town Department		Recovery & Economic Development							
				Basis of Price (Do Not v More Than One of the Following Four Blocks)					
Price	\$ 229,080	X	Fixed Price		Annual Price		Monthly Price		Hourly Rate
Not-to-Exceed Price		\$ \$229,080		v if Reasonable Expenses are authorized in addition to Hourly Rate					
CONTRACTOR Contact Information				TOWN Contact Information					
CONTRACTOR	Mechoopda Indian Tribe of Chico Rancheria			Project Manager	Brian Solecki				
Address	1920 Alcott Ave			Address	5555 Skyway				
City, State & ZIP	Chico, CA 95928			City, State & ZIP	Paradise, CA 95969				
Telephone	(530) 899-8922			Telephone	530-872-6291 x165				
Email	kmchenry@mechoopda-nsn.gov			Email	bsolecki@townofparadise.com				

WHEREAS, TOWN, through the TOWN Department identified above, desires to have work described in the Attachment 8 · Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment 1 – Terms and Conditions (including Professional Services Contract)

Attachment 2 – Regulatory Compliance Requirements for Expense Contracts

Attachment 3 – Certification Regarding Debarment

Attachment 4 - Non-Lobbying Certification

Attachment 5 – Terms and Conditions

Attachment 6 – INSURANCE REQUIREMENTS

Attachment 7 – PROFESSIONAL CREDENTIALS

Attachment 8 – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name	Signature	Date
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This Contract and the above listed Attachments represent the entire undertaking between the parties.

TOWN:

CONTRACTOR:

By:

By:

Date

Date:

REVIEWED FOR CONTRACT POLICY COMPLIANCE

REVIEWED AS TO FORM:

By:

Attachment 2: Regulatory Compliance Requirements for Expense Contracts

Expense contracts; Regulatory Compliance Requirements

All Town contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Remedies:

Contractor Performance and the Breach Thereof

The Town may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the Town shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the Town may proceed with the work in any manner deemed proper by the Town. The cost to the Town shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the Town.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the Town Treasurer may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the Town by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the Town of Paradise, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the Town the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the Town and the Contractor.

2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance,

or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Tribal Indian preference policies when contracting with Indian Tribes does not apply to this section.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the

compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor](#)'s legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) provides that the Town and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
 - (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require; 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 all of these Contract clauses.
- 4. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708**

- (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 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
- (3) 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.
- (4) Withholding for unpaid wages and liquidated damages. The Town 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.

- (5) Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (6) 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 (5) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Town or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Town or the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

- (1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment

The Town does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration

(GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at
- (2) 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (3) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Contractor will use the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

(1) 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 an 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.

(2) 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

10. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> ."

11. Additional FEMA Requirements

Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

Access to Records

The following access to records requirements shall apply to this Contract:

- (1) The Contractor agrees to provide Cal OES, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

12. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre approval.

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

By execution of this CONTRACT including this Attachment 1 the Contractor certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.

1.1. **Attachment 3: Debarment Certification**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Firm Name: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

1.2. Attachment 4: Non-Lobbying Certification

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
2. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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.
6. The prospective lower 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," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned [insert name] certifies, to the best of his or her knowledge, that:

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 an 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.

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 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

Contractor, ___, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of contractor's Authorized Official: _____

Date: _____

**ATTACHMENT 5
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III-**Scope of Work**” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **Town Project Manager.** The TOWN Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of TOWN nor is the CONTRACTOR a partner or in any way directly affiliated with the TOWN. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The TOWN retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the TOWN by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the TOWN. The parties agree that the TOWN will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract. All Tribal and Archeological discovery information and data discovered during tribal monitoring of projects is exempt from this provision.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the TOWN and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as

a consequence of performing said duties.

- c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist. All Tribal and Archeological discovery information and data discovered during tribal monitoring of projects is exempt from this provision.
7. **Termination.** This Contract may be terminated by either the TOWN or CONTRACTOR by a thirty (30)- day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
 8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the TOWN, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the TOWN, but excluding liability due to the active negligence or willful misconduct of the TOWN. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to TOWN for any loss of or damage to TOWN property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
 9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the TOWN's funding source herein may be TOWN, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with TOWN, State or Federal mandates and to reimburse the TOWN for any liability upon the TOWN for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
 10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to TOWN, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in **Attachment II** to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** TOWN has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by TOWN shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the TOWN.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Town Manager. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Supervisors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.

- c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d. National Labor Relations Board Public Contract Code 10296.
- e. Domestic Partners – Public Contract Code 10295.3.
- f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

19. **Contractor Performance and the Breach Thereof.** The TOWN may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the TOWN shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the TOWN may proceed with the work in any manner deemed proper by the TOWN. The cost to the TOWN shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the TOWN.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of TOWN and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. TOWN will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

- a. This contract is entered into by TOWN upon the express representation that CONTRACTOR has no other contracts in effect with TOWN except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
- b. CONTRACTOR understands and will adhere to the TOWN's policy that no contracts shall knowingly be issued to any current TOWN employee or his/her immediate family or to any former TOWN employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources

5555 Skyway

Paradise, CA 95969

- c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the Town of Paradise in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the TOWN for the advice of Town Attorney on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the Town of Paradise and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The TOWN at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that TOWN waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A"

Acknowledgement of OTHER TOWN Contracts

List any and all contracts that you have with TOWN agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

ATTACHMENT 6

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) **Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

- #### **B. OTHER INSURANCE PROVISIONS** - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Town of Paradise, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Town.

C. WAIVER OF SUBROGATION: Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Town.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

F. VERIFICATION OF COVERAGE: Contractor shall furnish Town with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Town certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the Town for review.

ATTACHMENT 7
PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees

Licenses

Certifications

Bonds

ATTACHMENT 8

Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with TOWN Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment III they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment III, Exhibit A, (or whatever the appropriate specific reference), etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.

Duties and obligations of the CONTRACTOR:

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract.

State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If "materials" are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the "house" of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor's only compensation.

Duties and obligations of the TOWN:

TOWN's obligations may be:

- Town reserves the right to award more than one contract, if desired.
- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- Town does not pay interest or penalties.



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 5(a)

ORIGINATED BY: Susan Hartman, Community Development Director –
Planning & Wastewater

REVIEWED BY: Jim Goodwin, Town Manager
Scott Huber, Town Attorney

SUBJECT: Extend the existing Franchise Agreement between the Town of Paradise and Northern Recycling & Waste Services (NRWS) for thirteen years through April 30, 2040, adding additional rates and services to comply with SB 1383 organics collection

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Adopt Town Resolution No. 2024-___, “A Resolution of the Town Council of the Town of Paradise Authorizing the Execution of an Amended and Restated Franchise Agreement with Northern Recycling and Waste Services for Solid Waste, Recycling, and Organics Collection Services for the Town of Paradise, Subject to the Approval of the Town Attorney.” (ROLL CALL VOTE)

Background:

In 2007, the Town of Paradise approved a comprehensive Franchise Agreement with Northern Recycling and Waste Services (NRWS). The agreement requires NRWS to provide solid waste, recycling and vegetative waste collection services for all properties in the Town of Paradise. Other services offered through the franchise agreement include the Household Hazardous Waste Facility (HHW), Reuse Center, and Vegetative Waste Yard. In April 2017, a 10-year extension of the franchise agreement was negotiated with NRWS, with the addition of street sweeping, which extended the term of the franchise agreement to April 30, 2027. The current agreement may be extended for an additional three years, based on conditions of operation, that would bring the fully extended term to April 30, 2030.

Pre-fire, NRWS serviced **9,238** single family homes, **1,569** multi-family units, and **620** commercial accounts within the Town of Paradise with total annual revenues of approximately \$4.5M.

As of April 22, 2024, after 5 ½ years of rebuilding, NRWS serves **3,514** single family homes, **376** multi-family units, and **431** commercial accounts within the Town with projected annual revenues of \$2.4M which equates to 38% of the pre-fire customers.

NRWS experienced lower revenue and margins from collection services, sale of recyclable materials and processing services. Camp Fire property damage and extra expenses totaled

\$29.4M and insurance recovery was \$1.1M. PG&E settlement funds were used to help offset the revenue deficits through 2023.

Insurance proceeds covered most of the property damage to NRWS on-site facilities, however there was no coverage for off-site containers and limited coverage for lost income. In 2019, NRWS and the Town Manager agreed to close the recycling center, green waste transfer, HHW facility, and end all street sweeping to help off-set the losses.

NRWS' income and (losses) from operations in Paradise, by year, since the Camp Fire per audited financial statements are as follows:

2017: \$725,087
2018: \$235,415
2019: (\$381,429)
2020: (\$419,312)
2021: (\$477,299)
2022: (\$584,884)
2023: (\$264,411)

Assessing the losses since the fire, NRWS entered into multiple potential sale agreements that failed to come to completion. NRWS has continued to serve the subscribed services since the fire. NRWS proceeded to meet with the Town of Paradise Solid Waste Committee to develop a plan to stabilize the programs and revenue requirements. Street sweeping was removed from the agreement and post-fire collected billings were submitted to the Town to help fund a town owned street sweeper. The recycle center and green waste facilities reopened for limited hours in early 2023. NRWS developed a rate model that included projection of growth, allowable costs, and revenue requirements. The model recognized the insurance and PG&E settlement proceeds to benefit the rates. To meet future revenue requirements, NRWS proposed to spread pricing adjustments over a contract extension to **2040** and amend the rate methodology to an operating ratio methodology with maximum annual increases (located in the attached proposed Exhibit E Rate Adjustment Methodology).

At the December 12, 2023 Council meeting the Town Council adopted Resolution 2023-60, a notice of intent to adopt an amended and restated franchise agreement with increased service fees and a change in the service rate methodology.

Analysis:

There are two main areas of amendments to the franchise agreement being proposed for adoption:

1. Rate adjustments which are reflected in a change of rate methodology (how the annual customer rates are calculated) and the addition of rates specific to the implementation of organics collection (SB 1383 requirements).
2. Text amendments to the agreement and exhibits to bring it into compliance with current CalRecycle requirements, updates to processing facilities used by the NRWS, removal of outdated language such as street sweeping which has since been removed from the contract, updated text on reopening the permanent HHW facility, and overall text changes such as replacing "yard waste" with "organics" and replacing "Town Administrator" with "Town Manager".

Proposed rate adjustments

NRWS worked with the Town's Solid Waste Committee to present and discuss revised service rates and rate methodology for the existing base services which include solid waste, recycling, and yard waste in addition to presenting an additional rate structure for the collection of organics

(SB 1383) for when those services commence in 2024; no later than September 2024.

Existing Rate Structure

Since the solid waste franchise agreement was originally executed with NRWS in 2007, the annual rate adjustments have been based on the Consumer Price Index (CPI). The CPI is an index of monthly price changes experienced by U.S. consumers for goods and services. Currently, the annual adjustments to the rates are based on 100% of the percentage change in the CPI for July of the current year as compared to July of the prior year (the "Rate Adjustment Factor"). The CPI used is "All Items for All Urban Consumers West Urban Area; 1982-84 = 100".

Using the CPI adjustments, rates have been annually adjusted for the last 5 years as follows:

2024 – 3.05%

2023 – 7.13%

2022 – 4.47%

2021 – 1.45%

2020 – 2.83%

While these annual CPI adjustments were adequate to sustain business operations pre-fire, the post fire customer loss caused immediate and devastating consequences to the financial stability of solid waste operations within town. Much like the Town's operations such as police, fire, and public works, the physical service area and number of street miles remains the same, but the customer base is at a third of what it was to support those operations. As mentioned earlier, NRWS' continuous servicing of the Town's customers at the rate structure previously adopted for a pre-fire town of 26,000 residents has realized significant post-fire financial losses:

2019: (\$381,429)

2020: (\$419,312)

2021: (\$477,299)

2022: (\$584,884)

2023: (\$264,411)

Considering this, NRWS has proposed a revised rate methodology (how annual rate adjustments are calculated) going from the CPI to an Operating Ratio with a maximum annual increase.

Proposed Annual Rate Structure for Base Services (Solid Waste, Recycling, & Yard Waste)

The concept behind the proposed Operating Ratio rate methodology is, in the simplest of terms, to build in a profit margin. All the expenses, operating and pass-thru costs, would be added up together on top of which you would also add the profit margin (based on the operating expenses, not the pass-thru costs). That figure is referred to as the "revenue requirement" to which the net revenues are compared. If there's a shortfall, rates are adjusted upwards to cover the shortfall. If there is a surplus, rates are adjusted downwards to match the revenue requirement. NRWS' proposed Operating Ratio is .905 (90.5%) which broadly means that \$0.905 is spent on operating expenses for each dollar of revenue generated.

With the amount of fixed operational and pass-thru costs, and factoring in a 5% annual customer growth, NRWS has estimated that the annual increases associated with using the Operating Ratio, to cover costs and maintain the requested profit margin, could range anywhere from 28.6% in 2024 up to 84.8% in 2030 before starting to decline to a break-even point in 2039. NRWS did not find these increases acceptable and therefore concurrently proposed a maximum annual rate increase, regardless of if the profit margin was being met or expenses were covered, spread out through the year 2040. Each spring, the previous calendar year's audited financial statements would be analyzed to determine what the required revenue overage or shortfall was. For a shortfall, it would be determined what percentage rate increase would be necessary to meet the

required revenue, which includes the profit margin. If that percentage was more than the listed maximum annual rate increase for that calendar year (below), only the maximum annual rate increase would be applied as it would be the lower and more favorable rate for the customer.

The maximum annual rate increases, as proposed by NRWS, are:

- 2024-2027 – 8%
- 2028-2032 – 5%
- 2033-2040 – 2.5%

It is anticipated that for the first 12-15 years of an amended contract the above noted maximum annual rate increases would be the prevailing option over the Operating Ratio which would likely require an even higher annual increase. However, if the rebuild continues at an accelerated pace, the required revenues may be realized sooner, at which time the percentage increases could be reduced. While these rates are higher than what this town has previously experienced, the cost of providing services to a reduced population within a proportionately large geographic area still carries expenses rivaling those pre-fire. The maximum annual rate increases would not make NRWS financially whole, and they would continue to operate at a loss until the later years of an extended contract. However, NRWS and its parent company are willing to sustain these losses and continue to serve Paradise with the understanding that profits likely will not be realized until the final few years of an extended agreement.

A snapshot of the proposed monthly base rates, using the maximum annual rate increases, for 35-gal services are as follows (refer to the attachments for the full build out):

YEAR	RESIDENTIAL	CARE-RATE	MULTI-FAMILY	COMMERCIAL
07/2024 (8%)	\$33.66	\$29.49	\$29.49	\$35.07
07/2028 (5%)	\$44.53	\$39.01	\$39.01	\$46.38
07/2032 (5%)	\$54.14	\$47.42	\$47.42	\$56.39
07/2036 (2.5%)	\$59.76	\$52.36	\$52.36	\$65.25
07/2040 (2.5%)	\$65.96	\$57.80	\$57.80	\$68.73

SB 1383 Organics Rates

In addition to the existing collection of solid waste, recycling, and yard waste the Town is required to comply with SB 1383 which mandates organic waste collection requirements for both residential and commercial organic waste generators. In this context, organic waste means materials such as food waste, food-soiled paper, and yard waste. Currently the Town is under a Corrective Action Plan with CalRecycle, as are the other jurisdictions in the County, for phased compliance with SB 1383 since the State’s implementation date of January 1, 2022 was not met. CalRecycle’s extended target deadline for the Town to implement organics collection is September 1, 2024.

The Town and NRWS intend to continue with the 3-cart system and transition the green waste cart to be the organics cart where food waste and yard waste are co-mingled. The challenge of compliance with SB 1383 for all jurisdictions in Butte County is that there is not a facility in the county that processes mixed organics (food and yard waste). Butte County Public Works staff has been working on establishing a transload facility at the Nead Road landfill that would allow local haulers to bring their collected mixed organics to the transfer station to be hauled off to a processing facility out of county. This would save time for the haulers, all of whom would need to haul well outside of Butte County for their designated organics processing facilities. If the Butte County Board of Supervisors does not ultimately support the establishment of the transload facility at the landfill, NRWS will need to haul to Yolo County, a 4-hour round trip, where Northern Recycling operates a composting facility. In preparation, NRWS has already been in conversation

with Butte County Environmental Health Division about the process for a “medium volume transfer station” (up to 100 tons per day) at NRWS’ yard on American Way, the permitting of which would take a few months.

Collection of co-mingled organic waste will require an additional collection truck and driver as the food waste component will trigger weekly collection. NRWS estimates the annual revenue requirement for organics collection to be \$434,376. That is proposed to be split out between the residential and commercial accounts, once organics collection commences, at the rate of a 10.45% increase for residential accounts and a 41.29% increase for commercial accounts. This is in addition to the regular base rates. Combined across all accounts, that works out to an overall increase of 18.88%.

A snapshot of the proposed monthly rates with organics collection included for 35-gal services are as follows (refer to the attachments for the full build out):

YEAR	RESIDENTIAL	CARE-RATE	MULTI-FAMILY	COMMERCIAL
07/2024 (8%)	\$37.18	\$32.57	\$32.57	\$49.55
07/2028 (5%)	\$49.18	\$43.08	\$43.08	\$65.53
07/2032 (5%)	\$59.78	\$52.35	\$52.35	\$79.65
07/2036 (2.5%)	\$65.98	\$57.79	\$57.79	\$87.91
07/2040 (2.5%)	\$72.83	\$63.79	\$63.79	\$97.04

Proposition 218 Requirements

Proposition 218 establishes the process by which public agencies can raise fees for public services also known as property related fees. These are fees or charges imposed upon a parcel as an incident of property ownership. Solid waste rates fall under the provisions of Prop 218. Adopting a revised rate methodology and establishing new organics collection rates involves three primary steps: 1) A notice of public hearing sent to all customers and property owners being served that explains thoroughly the proposed rate changes and the manner by which they may protest the fee changes; 2) a public hearing during which customers and property owners may submit written protest and address the Town Council, and 3) approve and adopt the proposed agreement and rate schedule by resolution. While the notice must be mailed to both customers and property owners, only one protest per property will be counted to determine if there is a majority protest.

During the first week of March 2024, more than 45 days prior to the scheduled hearing, 11,592 Prop 218 notices were sent out based on the latest equalized tax roll received from the Butte County Assessor. The notice explained the proposed rate increases and directed customers/owners to the Town’s website for more detailed information. The notice also detailed how the proposal could be protested by submitting a protest letter to the Town Clerk by the close of the scheduled public hearing. As of May 3, 2024, twelve (12) qualifying protest notices from the public have been received and 57 notices were returned, unable to forward.

Assumptions and Unknowns

Projected income statements, showing estimated revenues or losses through 2040, and the Operating Ratio methodology were provided by NRWS without 3rd party review by a consultant specializing in solid waste contracts. The other jurisdictions in Butte County still use the CPI for their respective solid waste agreements.

However, as previously explained, based on NRWS projections, the Operating Ratio is unlikely to be used during the term of the agreement, and if used, will *reduce* the projected maximum annual increases in effect.

Finally, the amended agreement is based on the 2007 agreement predating the imposition of SB 1383. Updates reflecting SB 1383 have been prepared by staff based on CalRecycle requirements. To date, staff has not sought any outside review of these changes to determine how the agreement aligns with current best practices in solid waste management and how other jurisdictions are responding to the organic collection requirements now in effect.

Tipping-fee (landfill charge) increases are not discussed in the rate adjustment being proposed and are considered a “pass-thru” cost meaning that any increase put in place by the landfill is passed through to the rate payer. Butte County has not increased the tipping-fee in multiple years so it can be anticipated that an increased gate fee will occur during the term of an extended agreement but to an unknown extent.

Proposed text amendments

A synopsis of the proposed franchise agreement text changes are as follows (refer to the attachments for the full text versions):

Recitals

Additional recitals were added to the opening preamble of the agreement to acknowledge the new state laws regarding solid waste and organics collection.

Term of Franchise Agreement (Section 2.03)

At the July 11, 2023 Town Council Meeting, Council members gave directions to staff that the initial term of an amended draft franchise agreement could go out as far as 2040 and language could be kept regarding the 3-year extension. As such, the initial term was updated to July 1, 2024 to July 1, 2040 with the same language included that allowed for a 3-year extension if certain operating standards were met. In addition, language was removed referencing the Consumer Price Index as the rate methodology is proposed to be changed in accordance with Exhibit E of the franchise agreement.

Limitations of Scope (Section 2.06)

Edible food that is collected from a Generator by a Food Recovery Organization/Service or edible food that is properly composted on-site is not subject to the scope of the agreement regarding organics collection.

Materials Processing Operations (Section 4.05)

The Construction and Demolition Debris processing facility has been amended to reflect Northern Recycling in Yolo or Napa Counties instead of Recology.

Cleanups (Section 4.09)

Language was amended to reopen the HHW facility once service subscriptions reach pre-November 2018 levels. Until then, NRWS will provide at least two non-municipal solid waste (MSW) cleanup events per year.

Transportation of Recyclable Materials and Organics (Section 4.22) & Processing of Solid Waste (Section 4.23)

Northern Recycling Organics and C&D processing at Yolo County facility was added as a potential processing facility for recyclable and organic materials as well as Material Recovery Facility.

Street Sweeping (Section 4.26 & Exhibit H)

Street sweeping was removed from the franchise agreement and exhibits pursuant to the third amendment to the current franchise agreement authorized by the Town Council on December 13, 2022.

Local Office and Truck Yard (Section 5.01)

Office hours were amended to 8:00 a.m. to 4:00 p.m. pursuant to the second amendment to the current franchise agreement authorized by the Town Council on September 13, 2022.

Service Notice and Service Recipient Billing (Section 5.02)

Removed outdated language regarding “existing” senior service rates from 2006 when the original franchise agreement was enacted.

Service Recipient Complaint Resolution (Section 5.03)

The Compliance Order appeal process for the Contractor was amended to clarify the duties of the Town Manager, Solid Waste Committee, and the Town Council.

Waste Generation/Characterization Studies (Section 5.05)

Text was rewritten to align with current CalRecycle regulations and SB 1383.

Annual Route Reviews (Section 5.06)

This section was added to comply with current CalRecycle regulations and SB 1383.

Contractors Rates – General (Section 6.01)

Subsection B. *Contractor’s Compensation* was renamed and amended to reflect the proposed new rate methodology of an annual fixed price increase or operating ratio adjustment.

Initial Rates (Section 6.02)

Rates years would be amended to start July 1st instead of January 1st to facilitate the completion of the previous year’s financial audit (NRWS operates on a calendar year).

Subsequent Rates for Fiscal Rate Years (Section 6.03)

Revised the language to reflect the proposed new rate methodology of an annual fixed price increase or operating ratio adjustment. Specifies what the maximum annual percentage increases are through 2040. Subsection E was amended to discuss a notice of rate adjustment on or before June 1st, since rate years would be moving to a fiscal year instead of a calendar year, and describes the process for the Town to review and object.

Reports (Section 8.03)

Amended to add monthly, quarterly, and annual reports required by the new SB 1383 organics laws. Added text about route reviews, compliance reviews, and contamination monitoring and noticing.

Exhibit A – Definitions

Updated the list of definitions to include new solid waste definitions that were added to Paradise Municipal Code Chapter 8.08 in July 2022 and also found in the updated franchise agreement.

Exhibit B – Town Facilities/Special Events

The Building Resiliency Center was added to the list of serviced town facilities and Party in the Park was added as the 4th special event.

Exhibit C – Contractor Public Education Plan

Social media advertising was added as a means of distributing public education materials.

Exhibit E – Rate Adjustment Methodology

The rate methodology was updated to reflect the proposed Operating Ratio methodology instead of the previous CPI. Additional percentage increases were included for organics collection and

the requirements for the Notice of Rate Adjustment were added to the text.

Exhibit F – Solid Waste Collection Rate Schedule

Rates were updated to reflect the rate schedule proposed to start July 1, 2024, which include the first maximum annual percentage increase of 8%. Debris box rates and special charges were updated.

Exhibit H – SB 1383 Compliance Programs

Street sweeping was changed out for SB 1383 (organics) programs to comply with the collection and reporting requirements of CalRecycle.

Conclusion

The text amendments and reporting requirements proposed will bring the Town into compliance with the organics collection requirements of SB 1383 (there are additional requirements for the Town to meet, outside of the franchise agreement, before becoming fully compliant).

Financial Impact:

If adopted, the amended and restated franchise agreement will realize additional General Fund revenues from the franchise fees collected as part of the agreement.

Attachments:

- Proposed rates with maximum percentage increase (includes organics collection).
- Projected NRWS revenues/losses through 2040 under the new rate methodology (future rate of rebuild can affect these projections).
- Resolution No. 2024-___, “A Resolution of the Town Council of the Town of Paradise Authorizing the Execution of an Amended and Restated Franchise Agreement with Northern Recycling and Waste Services for Solid Waste, Recycling, and Organics Collection Services for the Town of Paradise, Subject to the Approval of the Town Attorney”.
- Resolution Exhibit A – Proposition 218 notice.
- Resolution Exhibit B – Proposed amended and restated franchise agreement with exhibits.

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

Town Residential Rates Include: (Solid Waste, Recycle, and Organics) Toter Sizes

35 Gal
65 Gal
95 Gal
35 Gal CARE Rate (PG&E Approved)

2024 JAN - JUNE		2024 JULY - DEC	
CPI	3.05%	FIXED	8%
		SB1383	10.45%

10.45% Organics surcharge will be added when Organics collection starts, no later than September 2024

Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
\$ 31.17	\$ 0.92	\$ 37.18	\$ 6.01
\$ 40.52	\$ 1.20	\$ 48.33	\$ 7.81
\$ 45.21	\$ 1.34	\$ 53.92	\$ 8.71
\$ 27.31	\$ 0.81	\$ 32.57	\$ 5.26

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organics) Toter Sizes

SB1383 41.29%

35 Gal Multi-Family (5+ units)
35 Gal
65 Gal
95 Gal
95 Gal (2)

Rates	Increase Amt	Rates	Increase Amt
\$ 27.31	\$ 0.81	\$ 32.57	\$ 5.26
\$ 32.47	\$ 0.96	\$ 49.55	\$ 17.08
\$ 44.32	\$ 1.31	\$ 67.63	\$ 23.31
\$ 60.32	\$ 1.79	\$ 92.05	\$ 31.73
\$ 100.71	\$ 2.98	\$ 153.67	\$ 52.96

All Commercial Customers will be charged an additional fee per month to support the Town's Vegetative Waste Facility.

Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 101.59	\$ 3.01	\$ 155.02	\$ 53.43
2xweek	\$ 156.99	\$ 4.65	\$ 239.55	\$ 82.56
3xweek	\$ 211.91	\$ 6.27	\$ 323.36	\$ 111.45
4xweek	\$ 267.33	\$ 7.91	\$ 407.93	\$ 140.60
5xweek	\$ 321.66	\$ 9.52	\$ 490.83	\$ 169.17
6xweek	\$ 376.67	\$ 11.15	\$ 574.78	\$ 198.11

Commercial - 1.5 Yard

	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 122.73	\$ 3.63	\$ 187.28	\$ 64.55
2xweek	\$ 192.96	\$ 5.71	\$ 294.44	\$ 101.48
3xweek	\$ 248.83	\$ 7.36	\$ 379.70	\$ 130.87
4xweek	\$ 322.96	\$ 9.56	\$ 492.81	\$ 169.85
5xweek	\$ 384.12	\$ 11.37	\$ 586.14	\$ 202.02
6xweek	\$ 437.57	\$ 12.95	\$ 667.70	\$ 230.13

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2024		2024	
JAN - JUNE		JULY - DEC	
CPI	3.05%	FIXED	8%

Commercial - 2 Yard

1xweek	\$ 138.86	\$ 4.11	\$ 211.90	\$ 73.04
2xweek	\$ 236.16	\$ 6.99	\$ 360.36	\$ 124.20
3xweek	\$ 316.40	\$ 9.36	\$ 482.80	\$ 166.40
4xweek	\$ 387.07	\$ 11.46	\$ 590.64	\$ 203.57
5xweek	\$ 462.54	\$ 13.69	\$ 705.80	\$ 243.26
6xweek	\$ 542.47	\$ 16.06	\$ 827.78	\$ 285.31

Commercial - 3 Yard

1xweek	\$ 171.44	\$ 5.07	\$ 261.61	\$ 90.17
2xweek	\$ 286.67	\$ 8.48	\$ 437.44	\$ 150.77
3xweek	\$ 402.40	\$ 11.91	\$ 614.03	\$ 211.63
4xweek	\$ 526.84	\$ 15.59	\$ 803.92	\$ 277.08
5xweek	\$ 620.82	\$ 18.37	\$ 947.33	\$ 326.51
6xweek	\$ 730.67	\$ 21.63	\$ 1,114.95	\$ 384.28

Commercial - 4 Yard

1xweek	\$ 211.50	\$ 6.26	\$ 322.74	\$ 111.24
2xweek	\$ 360.52	\$ 10.67	\$ 550.13	\$ 189.61
3xweek	\$ 505.74	\$ 14.97	\$ 771.72	\$ 265.98
4xweek	\$ 660.92	\$ 19.56	\$ 1,008.51	\$ 347.59
5xweek	\$ 810.40	\$ 23.99	\$ 1,236.61	\$ 426.21
6xweek	\$ 959.77	\$ 28.41	\$ 1,464.54	\$ 504.77

Commercial - 6 Yard

1xweek	\$ 247.87	\$ 7.34	\$ 378.24	\$ 130.37
2xweek	\$ 461.80	\$ 13.67	\$ 704.68	\$ 242.88
3xweek	\$ 666.19	\$ 19.72	\$ 1,016.56	\$ 350.37
4xweek	\$ 860.97	\$ 25.48	\$ 1,313.78	\$ 452.81
5xweek	\$ 1,055.77	\$ 31.25	\$ 1,611.04	\$ 555.27
6xweek	\$ 1,260.16	\$ 37.30	\$ 1,922.92	\$ 662.76

Debris Box

All Boxes	\$	Rate	302.14	\$	Increase Amt	8.94	\$	Rate	461.04	\$	Increase Amt	158.90
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Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)

Toter Sizes

35 Gal
 65 Gal
 95 Gal
 35 Gal CARE Rate (PG&E Approved)

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic)

Toter Sizes

35 Gal Multi-Family (5+ units)
 35 Gal
 65 Gal
 95 Gal
 95 Gal (2)

All Commercial Customers will be charged an additional fee per month to support the Town's Ve
 Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

1xweek
 2xweek
 3xweek
 4xweek
 5xweek
 6xweek

Commercial - 1.5 Yard

1xweek
 2xweek
 3xweek
 4xweek
 5xweek
 6xweek

2025	
FIXED	8%

2026	
FIXED	8%

Monthly Rates	Increase Amt
\$ 40.16	\$ 2.98
\$ 52.20	\$ 3.87
\$ 58.24	\$ 4.32
\$ 35.18	\$ 2.61

Monthly Rates	Increase Amt
\$ 43.37	\$ 3.21
\$ 56.38	\$ 4.18
\$ 62.90	\$ 4.66
\$ 37.99	\$ 2.81

Rates	Increase Amt
\$ 35.18	\$ 2.61
\$ 53.51	\$ 3.96
\$ 73.04	\$ 5.41
\$ 99.41	\$ 7.36
\$ 165.97	\$ 12.30

Rates	Increase Amt
\$ 37.99	\$ 2.81
\$ 57.79	\$ 4.28
\$ 78.88	\$ 5.84
\$ 107.36	\$ 7.95
\$ 179.25	\$ 13.28

Rates	Increase Amt
\$ 167.43	\$ 12.41
\$ 258.72	\$ 19.17
\$ 349.23	\$ 25.87
\$ 440.56	\$ 32.63
\$ 530.09	\$ 39.26
\$ 620.76	\$ 45.98

Rates	Increase Amt
\$ 180.82	\$ 13.39
\$ 279.42	\$ 20.70
\$ 377.17	\$ 27.94
\$ 475.80	\$ 35.24
\$ 572.50	\$ 42.41
\$ 670.42	\$ 49.66

\$ 202.27	\$ 14.99
\$ 318.00	\$ 23.56
\$ 410.07	\$ 30.37
\$ 532.24	\$ 39.43
\$ 633.03	\$ 46.89
\$ 721.12	\$ 53.42

\$ 218.45	\$ 16.18
\$ 343.44	\$ 25.44
\$ 442.88	\$ 32.81
\$ 574.82	\$ 42.58
\$ 683.67	\$ 50.64
\$ 778.81	\$ 57.69

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

	2025		2026	
	FIXED	8%	FIXED	8%
Commercial - 2 Yard				
1xweek	\$ 228.85	\$ 16.95	\$ 247.16	\$ 18.31
2xweek	\$ 389.19	\$ 28.83	\$ 420.33	\$ 31.14
3xweek	\$ 521.43	\$ 38.63	\$ 563.14	\$ 41.71
4xweek	\$ 637.89	\$ 47.25	\$ 688.92	\$ 51.03
5xweek	\$ 762.27	\$ 56.47	\$ 823.25	\$ 60.98
6xweek	\$ 894.00	\$ 66.22	\$ 965.52	\$ 71.52
Commercial - 3 Yard				
1xweek	\$ 282.54	\$ 20.93	\$ 305.14	\$ 22.60
2xweek	\$ 472.44	\$ 35.00	\$ 510.24	\$ 37.80
3xweek	\$ 663.16	\$ 49.13	\$ 716.21	\$ 53.05
4xweek	\$ 868.23	\$ 64.31	\$ 937.69	\$ 69.46
5xweek	\$ 1,023.12	\$ 75.79	\$ 1,104.97	\$ 81.85
6xweek	\$ 1,204.14	\$ 89.19	\$ 1,300.47	\$ 96.33
Commercial - 4 Yard				
1xweek	\$ 348.56	\$ 25.82	\$ 376.44	\$ 27.88
2xweek	\$ 594.14	\$ 44.01	\$ 641.67	\$ 47.53
3xweek	\$ 833.46	\$ 61.74	\$ 900.14	\$ 66.68
4xweek	\$ 1,089.20	\$ 80.69	\$ 1,176.34	\$ 87.14
5xweek	\$ 1,335.54	\$ 98.93	\$ 1,442.38	\$ 106.84
6xweek	\$ 1,581.71	\$ 117.17	\$ 1,708.25	\$ 126.54
Commercial - 6 Yard				
1xweek	\$ 408.50	\$ 30.26	\$ 441.18	\$ 32.68
2xweek	\$ 761.05	\$ 56.37	\$ 821.93	\$ 60.88
3xweek	\$ 1,097.89	\$ 81.33	\$ 1,185.72	\$ 87.83
4xweek	\$ 1,418.88	\$ 105.10	\$ 1,532.39	\$ 113.51
5xweek	\$ 1,739.92	\$ 128.88	\$ 1,879.11	\$ 139.19
6xweek	\$ 2,076.75	\$ 153.83	\$ 2,242.89	\$ 166.14
Debris Box				
All Boxes	\$ 497.92	\$ 36.88	\$ 537.75	\$ 39.83

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics) Toter Sizes

35 Gal
65 Gal
95 Gal
35 Gal CARE Rate (PG&E Approved)

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic) Toter Sizes

35 Gal Multi-Family (5+ units)
35 Gal
65 Gal
95 Gal
95 Gal (2)

All Commercial Customers will be charged an additional fee per month to support the Town's Ve
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

1xweek
2xweek
3xweek
4xweek
5xweek
6xweek

Commercial - 1.5 Yard

1xweek
2xweek
3xweek
4xweek
5xweek
6xweek

2027	
FIXED	8%

2028	
FIXED	5%

	Monthly Rates	Increase Amt
\$	46.84	\$ 3.47
\$	60.89	\$ 4.51
\$	67.93	\$ 5.03
\$	41.03	\$ 3.04

	Monthly Rates	Increase Amt
\$	49.18	\$ 2.34
\$	63.93	\$ 3.04
\$	71.33	\$ 3.40
\$	43.08	\$ 2.05

	Rates	Increase Amt
\$	41.03	\$ 3.04
\$	62.41	\$ 4.62
\$	85.19	\$ 6.31
\$	115.95	\$ 8.59
\$	193.59	\$ 14.34

	Rates	Increase Amt
\$	43.08	\$ 2.05
\$	65.53	\$ 3.12
\$	89.45	\$ 4.26
\$	121.75	\$ 5.80
\$	203.27	\$ 9.68

	Rates	Increase Amt
\$	195.29	\$ 14.47
\$	301.77	\$ 22.35
\$	407.34	\$ 30.17
\$	513.86	\$ 38.06
\$	618.30	\$ 45.80
\$	724.05	\$ 53.63

	Rates	Increase Amt
\$	205.05	\$ 9.76
\$	316.86	\$ 15.09
\$	427.71	\$ 20.37
\$	539.55	\$ 25.69
\$	649.22	\$ 30.92
\$	760.25	\$ 36.20

\$	235.93	\$ 17.48
\$	370.92	\$ 27.48
\$	478.31	\$ 35.43
\$	620.81	\$ 45.99
\$	738.36	\$ 54.69
\$	841.11	\$ 62.30

\$	247.73	\$ 11.80
\$	389.47	\$ 18.55
\$	502.23	\$ 23.92
\$	651.85	\$ 31.04
\$	775.28	\$ 36.92
\$	883.17	\$ 42.06

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

	2027		2028	
	FIXED	8%	FIXED	5%
Commercial - 2 Yard				
1xweek	\$ 266.93	\$ 19.77	\$ 280.28	\$ 13.35
2xweek	\$ 453.96	\$ 33.63	\$ 476.66	\$ 22.70
3xweek	\$ 608.19	\$ 45.05	\$ 638.60	\$ 30.41
4xweek	\$ 744.03	\$ 55.11	\$ 781.23	\$ 37.20
5xweek	\$ 889.11	\$ 65.86	\$ 933.57	\$ 44.46
6xweek	\$ 1,042.76	\$ 77.24	\$ 1,094.90	\$ 52.14
Commercial - 3 Yard				
1xweek	\$ 329.55	\$ 24.41	\$ 346.03	\$ 16.48
2xweek	\$ 551.06	\$ 40.82	\$ 578.61	\$ 27.55
3xweek	\$ 773.51	\$ 57.30	\$ 812.19	\$ 38.68
4xweek	\$ 1,012.71	\$ 75.02	\$ 1,063.35	\$ 50.64
5xweek	\$ 1,193.37	\$ 88.40	\$ 1,253.04	\$ 59.67
6xweek	\$ 1,404.51	\$ 104.04	\$ 1,474.74	\$ 70.23
Commercial - 4 Yard				
1xweek	\$ 406.56	\$ 30.12	\$ 426.89	\$ 20.33
2xweek	\$ 693.00	\$ 51.33	\$ 727.65	\$ 34.65
3xweek	\$ 972.15	\$ 72.01	\$ 1,020.76	\$ 48.61
4xweek	\$ 1,270.45	\$ 94.11	\$ 1,333.97	\$ 63.52
5xweek	\$ 1,557.77	\$ 115.39	\$ 1,635.66	\$ 77.89
6xweek	\$ 1,844.91	\$ 136.66	\$ 1,937.16	\$ 92.25
Commercial - 6 Yard				
1xweek	\$ 476.47	\$ 35.29	\$ 500.29	\$ 23.82
2xweek	\$ 887.68	\$ 65.75	\$ 932.06	\$ 44.38
3xweek	\$ 1,280.58	\$ 94.86	\$ 1,344.61	\$ 64.03
4xweek	\$ 1,654.98	\$ 122.59	\$ 1,737.73	\$ 82.75
5xweek	\$ 2,029.44	\$ 150.33	\$ 2,130.91	\$ 101.47
6xweek	\$ 2,422.32	\$ 179.43	\$ 2,543.44	\$ 121.12
Debris Box				
All Boxes	\$ 580.77	\$ 43.02	\$ 609.81	\$ 29.04

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2029	
FIXED	5%

2030	
FIXED	5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)

Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 51.64	\$ 2.46	\$ 54.22	\$ 2.58
65 Gal	\$ 67.13	\$ 3.20	\$ 70.49	\$ 3.36
95 Gal	\$ 74.90	\$ 3.57	\$ 78.65	\$ 3.75
35 Gal CARE Rate (PG&E Approved)	\$ 45.23	\$ 2.15	\$ 47.49	\$ 2.26

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic)

Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal Multi-Family (5+ units)	\$ 45.23	\$ 2.15	\$ 47.49	\$ 2.26
35 Gal	\$ 68.81	\$ 3.28	\$ 72.25	\$ 3.44
65 Gal	\$ 93.92	\$ 4.47	\$ 98.62	\$ 4.70
95 Gal	\$ 127.84	\$ 6.09	\$ 134.23	\$ 6.39
95 Gal (2)	\$ 213.43	\$ 10.16	\$ 224.10	\$ 10.67

All Commercial Customers will be charged an additional fee per month to support the Town's Ve
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 215.30	\$ 10.25	\$ 226.07	\$ 10.77
2xweek	\$ 332.70	\$ 15.84	\$ 349.34	\$ 16.64
3xweek	\$ 449.10	\$ 21.39	\$ 471.56	\$ 22.46
4xweek	\$ 566.53	\$ 26.98	\$ 594.86	\$ 28.33
5xweek	\$ 681.68	\$ 32.46	\$ 715.76	\$ 34.08
6xweek	\$ 798.26	\$ 38.01	\$ 838.17	\$ 39.91

Commercial - 1.5 Yard

1xweek	\$ 260.12	\$ 12.39	\$ 273.13	\$ 13.01
2xweek	\$ 408.94	\$ 19.47	\$ 429.39	\$ 20.45
3xweek	\$ 527.34	\$ 25.11	\$ 553.71	\$ 26.37
4xweek	\$ 684.44	\$ 32.59	\$ 718.66	\$ 34.22
5xweek	\$ 814.04	\$ 38.76	\$ 854.74	\$ 40.70
6xweek	\$ 927.33	\$ 44.16	\$ 973.70	\$ 46.37

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

	2029		2030	
	FIXED	5%	FIXED	5%
Commercial - 2 Yard				
1xweek	\$ 294.29	\$ 14.01	\$ 309.00	\$ 14.71
2xweek	\$ 500.49	\$ 23.83	\$ 525.51	\$ 25.02
3xweek	\$ 670.53	\$ 31.93	\$ 704.06	\$ 33.53
4xweek	\$ 820.29	\$ 39.06	\$ 861.30	\$ 41.01
5xweek	\$ 980.25	\$ 46.68	\$ 1,029.26	\$ 49.01
6xweek	\$ 1,149.65	\$ 54.75	\$ 1,207.13	\$ 57.48
Commercial - 3 Yard				
1xweek	\$ 363.33	\$ 17.30	\$ 381.50	\$ 18.17
2xweek	\$ 607.54	\$ 28.93	\$ 637.92	\$ 30.38
3xweek	\$ 852.80	\$ 40.61	\$ 895.44	\$ 42.64
4xweek	\$ 1,116.52	\$ 53.17	\$ 1,172.35	\$ 55.83
5xweek	\$ 1,315.69	\$ 62.65	\$ 1,381.47	\$ 65.78
6xweek	\$ 1,548.48	\$ 73.74	\$ 1,625.90	\$ 77.42
Commercial - 4 Yard				
1xweek	\$ 448.23	\$ 21.34	\$ 470.64	\$ 22.41
2xweek	\$ 764.03	\$ 36.38	\$ 802.23	\$ 38.20
3xweek	\$ 1,071.80	\$ 51.04	\$ 1,125.39	\$ 53.59
4xweek	\$ 1,400.67	\$ 66.70	\$ 1,470.70	\$ 70.03
5xweek	\$ 1,717.44	\$ 81.78	\$ 1,803.31	\$ 85.87
6xweek	\$ 2,034.02	\$ 96.86	\$ 2,135.72	\$ 101.70
Commercial - 6 Yard				
1xweek	\$ 525.30	\$ 25.01	\$ 551.57	\$ 26.27
2xweek	\$ 978.66	\$ 46.60	\$ 1,027.59	\$ 48.93
3xweek	\$ 1,411.84	\$ 67.23	\$ 1,482.43	\$ 70.59
4xweek	\$ 1,824.62	\$ 86.89	\$ 1,915.85	\$ 91.23
5xweek	\$ 2,237.46	\$ 106.55	\$ 2,349.33	\$ 111.87
6xweek	\$ 2,670.61	\$ 127.17	\$ 2,804.14	\$ 133.53
Debris Box				
All Boxes	\$ 640.30	\$ 30.49	\$ 672.32	\$ 32.02

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2031	
FIXED	5%

2032	
FIXED	5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)

Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 56.93	\$ 2.71	\$ 59.78	\$ 2.85
65 Gal	\$ 74.01	\$ 3.52	\$ 77.71	\$ 3.70
95 Gal	\$ 82.58	\$ 3.93	\$ 86.71	\$ 4.13
35 Gal CARE Rate (PG&E Approved)	\$ 49.86	\$ 2.37	\$ 52.35	\$ 2.49

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic

Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal Multi-Family (5+ units)	\$ 49.86	\$ 2.37	\$ 52.35	\$ 2.49
35 Gal	\$ 75.86	\$ 3.61	\$ 79.65	\$ 3.79
65 Gal	\$ 103.55	\$ 4.93	\$ 108.73	\$ 5.18
95 Gal	\$ 140.94	\$ 6.71	\$ 147.99	\$ 7.05
95 Gal (2)	\$ 235.31	\$ 11.21	\$ 247.08	\$ 11.77

All Commercial Customers will be charged an additional fee per month to support the Town's Ve
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 237.37	\$ 11.30	\$ 249.24	\$ 11.87
2xweek	\$ 366.81	\$ 17.47	\$ 385.15	\$ 18.34
3xweek	\$ 495.14	\$ 23.58	\$ 519.90	\$ 24.76
4xweek	\$ 624.60	\$ 29.74	\$ 655.83	\$ 31.23
5xweek	\$ 751.55	\$ 35.79	\$ 789.13	\$ 37.58
6xweek	\$ 880.08	\$ 41.91	\$ 924.08	\$ 44.00

Commercial - 1.5 Yard

1xweek	\$ 286.79	\$ 13.66	\$ 301.13	\$ 14.34
2xweek	\$ 450.86	\$ 21.47	\$ 473.40	\$ 22.54
3xweek	\$ 581.40	\$ 27.69	\$ 610.47	\$ 29.07
4xweek	\$ 754.59	\$ 35.93	\$ 792.32	\$ 37.73
5xweek	\$ 897.48	\$ 42.74	\$ 942.35	\$ 44.87
6xweek	\$ 1,022.39	\$ 48.69	\$ 1,073.51	\$ 51.12

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

	2031		2032	
	FIXED	5%	FIXED	5%
Commercial - 2 Yard				
1xweek	\$ 324.45	\$ 15.45	\$ 340.67	\$ 16.22
2xweek	\$ 551.79	\$ 26.28	\$ 579.38	\$ 27.59
3xweek	\$ 739.26	\$ 35.20	\$ 776.22	\$ 36.96
4xweek	\$ 904.37	\$ 43.07	\$ 949.59	\$ 45.22
5xweek	\$ 1,080.72	\$ 51.46	\$ 1,134.76	\$ 54.04
6xweek	\$ 1,267.49	\$ 60.36	\$ 1,330.86	\$ 63.37
Commercial - 3 Yard				
1xweek	\$ 400.58	\$ 19.08	\$ 420.61	\$ 20.03
2xweek	\$ 669.82	\$ 31.90	\$ 703.31	\$ 33.49
3xweek	\$ 940.21	\$ 44.77	\$ 987.22	\$ 47.01
4xweek	\$ 1,230.97	\$ 58.62	\$ 1,292.52	\$ 61.55
5xweek	\$ 1,450.54	\$ 69.07	\$ 1,523.07	\$ 72.53
6xweek	\$ 1,707.20	\$ 81.30	\$ 1,792.56	\$ 85.36
Commercial - 4 Yard				
1xweek	\$ 494.17	\$ 23.53	\$ 518.88	\$ 24.71
2xweek	\$ 842.34	\$ 40.11	\$ 884.46	\$ 42.12
3xweek	\$ 1,181.66	\$ 56.27	\$ 1,240.74	\$ 59.08
4xweek	\$ 1,544.24	\$ 73.54	\$ 1,621.45	\$ 77.21
5xweek	\$ 1,893.48	\$ 90.17	\$ 1,988.15	\$ 94.67
6xweek	\$ 2,242.51	\$ 106.79	\$ 2,354.64	\$ 112.13
Commercial - 6 Yard				
1xweek	\$ 579.15	\$ 27.58	\$ 608.11	\$ 28.96
2xweek	\$ 1,078.97	\$ 51.38	\$ 1,132.92	\$ 53.95
3xweek	\$ 1,556.55	\$ 74.12	\$ 1,634.38	\$ 77.83
4xweek	\$ 2,011.64	\$ 95.79	\$ 2,112.22	\$ 100.58
5xweek	\$ 2,466.80	\$ 117.47	\$ 2,590.14	\$ 123.34
6xweek	\$ 2,944.35	\$ 140.21	\$ 3,091.57	\$ 147.22
Debris Box				
All Boxes	Rate \$ 705.94	Increase Amt \$ 33.62	Rate \$ 741.24	Increase Amt \$ 35.30

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2033	
FIXED	2.5%

2034	
FIXED	2.5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)

Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 61.27	\$ 1.49	\$ 62.80	\$ 1.53
65 Gal	\$ 79.65	\$ 1.94	\$ 81.64	\$ 1.99
95 Gal	\$ 88.88	\$ 2.17	\$ 91.10	\$ 2.22
35 Gal CARE Rate (PG&E Approved)	\$ 53.66	\$ 1.31	\$ 55.00	\$ 1.34

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic)

Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal Multi-Family (5+ units)	\$ 53.66	\$ 1.31	\$ 55.00	\$ 1.34
35 Gal	\$ 81.64	\$ 1.99	\$ 83.68	\$ 2.04
65 Gal	\$ 111.45	\$ 2.72	\$ 114.24	\$ 2.79
95 Gal	\$ 151.69	\$ 3.70	\$ 155.48	\$ 3.79
95 Gal (2)	\$ 253.26	\$ 6.18	\$ 259.59	\$ 6.33

All Commercial Customers will be charged an additional fee per month to support the Town's Ve
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 255.47	\$ 6.23	\$ 261.86	\$ 6.39
2xweek	\$ 394.78	\$ 9.63	\$ 404.65	\$ 9.87
3xweek	\$ 532.90	\$ 13.00	\$ 546.22	\$ 13.32
4xweek	\$ 672.23	\$ 16.40	\$ 689.04	\$ 16.81
5xweek	\$ 808.86	\$ 19.73	\$ 829.08	\$ 20.22
6xweek	\$ 947.18	\$ 23.10	\$ 970.86	\$ 23.68

Commercial - 1.5 Yard

1xweek	\$ 308.66	\$ 7.53	\$ 316.38	\$ 7.72
2xweek	\$ 485.24	\$ 11.84	\$ 497.37	\$ 12.13
3xweek	\$ 625.73	\$ 15.26	\$ 641.37	\$ 15.64
4xweek	\$ 812.13	\$ 19.81	\$ 832.43	\$ 20.30
5xweek	\$ 965.91	\$ 23.56	\$ 990.06	\$ 24.15
6xweek	\$ 1,100.35	\$ 26.84	\$ 1,127.86	\$ 27.51

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2023	
FIXED	2.5%

2024	
FIXED	2.5%

Commercial - 2 Yard

1xweek	\$ 349.19	\$ 8.52	\$ 357.92	\$ 8.73
2xweek	\$ 593.86	\$ 14.48	\$ 608.71	\$ 14.85
3xweek	\$ 795.63	\$ 19.41	\$ 815.52	\$ 19.89
4xweek	\$ 973.33	\$ 23.74	\$ 997.66	\$ 24.33
5xweek	\$ 1,163.13	\$ 28.37	\$ 1,192.21	\$ 29.08
6xweek	\$ 1,364.13	\$ 33.27	\$ 1,398.23	\$ 34.10

Commercial - 3 Yard

1xweek	\$ 431.13	\$ 10.52	\$ 441.91	\$ 10.78
2xweek	\$ 720.89	\$ 17.58	\$ 738.91	\$ 18.02
3xweek	\$ 1,011.90	\$ 24.68	\$ 1,037.20	\$ 25.30
4xweek	\$ 1,324.83	\$ 32.31	\$ 1,357.95	\$ 33.12
5xweek	\$ 1,561.15	\$ 38.08	\$ 1,600.18	\$ 39.03
6xweek	\$ 1,837.37	\$ 44.81	\$ 1,883.30	\$ 45.93

Commercial - 4 Yard

1xweek	\$ 531.85	\$ 12.97	\$ 545.15	\$ 13.30
2xweek	\$ 906.57	\$ 22.11	\$ 929.23	\$ 22.66
3xweek	\$ 1,271.76	\$ 31.02	\$ 1,303.55	\$ 31.79
4xweek	\$ 1,661.99	\$ 40.54	\$ 1,703.54	\$ 41.55
5xweek	\$ 2,037.85	\$ 49.70	\$ 2,088.80	\$ 50.95
6xweek	\$ 2,413.51	\$ 58.87	\$ 2,473.85	\$ 60.34

Commercial - 6 Yard

1xweek	\$ 623.31	\$ 15.20	\$ 638.89	\$ 15.58
2xweek	\$ 1,161.24	\$ 28.32	\$ 1,190.27	\$ 29.03
3xweek	\$ 1,675.24	\$ 40.86	\$ 1,717.12	\$ 41.88
4xweek	\$ 2,165.03	\$ 52.81	\$ 2,219.16	\$ 54.13
5xweek	\$ 2,654.89	\$ 64.75	\$ 2,721.26	\$ 66.37
6xweek	\$ 3,168.86	\$ 77.29	\$ 3,248.08	\$ 79.22

Debris Box

All Boxes	Rate	Increase Amt	Rate	Increase Amt
	\$ 759.77	\$ 18.53	\$ 778.76	\$ 18.99

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2035	
FIXED	2.5%

2036	
FIXED	2.5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)

Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 64.37	\$ 1.57	\$ 65.98	\$ 1.61
65 Gal	\$ 83.68	\$ 2.04	\$ 85.77	\$ 2.09
95 Gal	\$ 93.38	\$ 2.28	\$ 95.71	\$ 2.33
35 Gal CARE Rate (PG&E Approved)	\$ 56.38	\$ 1.38	\$ 57.79	\$ 1.41

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic)

Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal Multi-Family (5+ units)	\$ 56.38	\$ 1.38	\$ 57.79	\$ 1.41
35 Gal	\$ 85.77	\$ 2.09	\$ 87.91	\$ 2.14
65 Gal	\$ 117.10	\$ 2.86	\$ 120.03	\$ 2.93
95 Gal	\$ 159.37	\$ 3.89	\$ 163.35	\$ 3.98
95 Gal (2)	\$ 266.08	\$ 6.49	\$ 272.73	\$ 6.65

All Commercial Customers will be charged an additional fee per month to support the Town's Ve
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 268.41	\$ 6.55	\$ 275.12	\$ 6.71
2xweek	\$ 414.77	\$ 10.12	\$ 425.14	\$ 10.37
3xweek	\$ 559.88	\$ 13.66	\$ 573.88	\$ 14.00
4xweek	\$ 706.27	\$ 17.23	\$ 723.93	\$ 17.66
5xweek	\$ 849.81	\$ 20.73	\$ 871.06	\$ 21.25
6xweek	\$ 995.13	\$ 24.27	\$ 1,020.01	\$ 24.88

Commercial - 1.5 Yard

1xweek	\$ 324.29	\$ 7.91	\$ 332.40	\$ 8.11
2xweek	\$ 509.80	\$ 12.43	\$ 522.55	\$ 12.75
3xweek	\$ 657.40	\$ 16.03	\$ 673.84	\$ 16.44
4xweek	\$ 853.24	\$ 20.81	\$ 874.57	\$ 21.33
5xweek	\$ 1,014.81	\$ 24.75	\$ 1,040.18	\$ 25.37
6xweek	\$ 1,156.06	\$ 28.20	\$ 1,184.96	\$ 28.90

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

	2035		2036	
	FIXED	2.5%	FIXED	2.5%
Commercial - 2 Yard				
1xweek	\$ 366.87	\$ 8.95	\$ 376.04	\$ 9.17
2xweek	\$ 623.93	\$ 15.22	\$ 639.53	\$ 15.60
3xweek	\$ 835.91	\$ 20.39	\$ 856.81	\$ 20.90
4xweek	\$ 1,022.60	\$ 24.94	\$ 1,048.17	\$ 25.57
5xweek	\$ 1,222.02	\$ 29.81	\$ 1,252.57	\$ 30.55
6xweek	\$ 1,433.19	\$ 34.96	\$ 1,469.02	\$ 35.83
Commercial - 3 Yard				
1xweek	\$ 452.96	\$ 11.05	\$ 464.28	\$ 11.32
2xweek	\$ 757.38	\$ 18.47	\$ 776.31	\$ 18.93
3xweek	\$ 1,063.13	\$ 25.93	\$ 1,089.71	\$ 26.58
4xweek	\$ 1,391.90	\$ 33.95	\$ 1,426.70	\$ 34.80
5xweek	\$ 1,640.18	\$ 40.00	\$ 1,681.18	\$ 41.00
6xweek	\$ 1,930.38	\$ 47.08	\$ 1,978.64	\$ 48.26
Commercial - 4 Yard				
1xweek	\$ 558.78	\$ 13.63	\$ 572.75	\$ 13.97
2xweek	\$ 952.46	\$ 23.23	\$ 976.27	\$ 23.81
3xweek	\$ 1,336.14	\$ 32.59	\$ 1,369.54	\$ 33.40
4xweek	\$ 1,746.13	\$ 42.59	\$ 1,789.78	\$ 43.65
5xweek	\$ 2,141.02	\$ 52.22	\$ 2,194.55	\$ 53.53
6xweek	\$ 2,535.70	\$ 61.85	\$ 2,599.09	\$ 63.39
Commercial - 6 Yard				
1xweek	\$ 654.86	\$ 15.97	\$ 671.23	\$ 16.37
2xweek	\$ 1,220.03	\$ 29.76	\$ 1,250.53	\$ 30.50
3xweek	\$ 1,760.05	\$ 42.93	\$ 1,804.05	\$ 44.00
4xweek	\$ 2,274.64	\$ 55.48	\$ 2,331.51	\$ 56.87
5xweek	\$ 2,789.29	\$ 68.03	\$ 2,859.02	\$ 69.73
6xweek	\$ 3,329.28	\$ 81.20	\$ 3,412.51	\$ 83.23
Debris Box				
All Boxes	\$ 798.23	\$ 19.47	\$ 818.19	\$ 19.96

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2037	
FIXED	2.5%

2038	
FIXED	2.5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)

Toter Sizes

	Monthly Rates	Increase Amt		Monthly Rates	Increase Amt
35 Gal	\$ 67.63	\$ 1.65		\$ 69.32	\$ 1.69
65 Gal	\$ 87.91	\$ 2.14		\$ 90.11	\$ 2.20
95 Gal	\$ 98.10	\$ 2.39		\$ 100.55	\$ 2.45
35 Gal CARE Rate (PG&E Approved)	\$ 59.23	\$ 1.44		\$ 60.71	\$ 1.48

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic

Toter Sizes

	Rates	Increase Amt		Rates	Increase Amt
35 Gal Multi-Family (5+ units)	\$ 59.23	\$ 1.44		\$ 60.71	\$ 1.48
35 Gal	\$ 90.11	\$ 2.20		\$ 92.36	\$ 2.25
65 Gal	\$ 123.03	\$ 3.00		\$ 126.11	\$ 3.08
95 Gal	\$ 167.43	\$ 4.08		\$ 171.62	\$ 4.19
95 Gal (2)	\$ 279.55	\$ 6.82		\$ 286.54	\$ 6.99

All Commercial Customers will be charged an additional fee per month to support the Town's Ve
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

	Rates	Increase Amt		Rates	Increase Amt
1xweek	\$ 282.00	\$ 6.88		\$ 289.05	\$ 7.05
2xweek	\$ 435.77	\$ 10.63		\$ 446.66	\$ 10.89
3xweek	\$ 588.23	\$ 14.35		\$ 602.94	\$ 14.71
4xweek	\$ 742.03	\$ 18.10		\$ 760.58	\$ 18.55
5xweek	\$ 892.84	\$ 21.78		\$ 915.16	\$ 22.32
6xweek	\$ 1,045.51	\$ 25.50		\$ 1,071.65	\$ 26.14

Commercial - 1.5 Yard

1xweek	\$ 340.71	\$ 8.31		\$ 349.23	\$ 8.52
2xweek	\$ 535.61	\$ 13.06		\$ 549.00	\$ 13.39
3xweek	\$ 690.69	\$ 16.85		\$ 707.96	\$ 17.27
4xweek	\$ 896.43	\$ 21.86		\$ 918.84	\$ 22.41
5xweek	\$ 1,066.18	\$ 26.00		\$ 1,092.83	\$ 26.65
6xweek	\$ 1,214.58	\$ 29.62		\$ 1,244.94	\$ 30.36

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

	2037		2038	
	FIXED	2.5%	FIXED	2.5%
Commercial - 2 Yard				
1xweek	\$ 385.44	\$ 9.40	\$ 395.08	\$ 9.64
2xweek	\$ 655.52	\$ 15.99	\$ 671.91	\$ 16.39
3xweek	\$ 878.23	\$ 21.42	\$ 900.19	\$ 21.96
4xweek	\$ 1,074.37	\$ 26.20	\$ 1,101.23	\$ 26.86
5xweek	\$ 1,283.88	\$ 31.31	\$ 1,315.98	\$ 32.10
6xweek	\$ 1,505.75	\$ 36.73	\$ 1,543.39	\$ 37.64
Commercial - 3 Yard				
1xweek	\$ 475.89	\$ 11.61	\$ 487.79	\$ 11.90
2xweek	\$ 795.72	\$ 19.41	\$ 815.61	\$ 19.89
3xweek	\$ 1,116.95	\$ 27.24	\$ 1,144.87	\$ 27.92
4xweek	\$ 1,462.37	\$ 35.67	\$ 1,498.93	\$ 36.56
5xweek	\$ 1,723.21	\$ 42.03	\$ 1,766.29	\$ 43.08
6xweek	\$ 2,028.11	\$ 49.47	\$ 2,078.81	\$ 50.70
Commercial - 4 Yard				
1xweek	\$ 587.07	\$ 14.32	\$ 601.75	\$ 14.68
2xweek	\$ 1,000.68	\$ 24.41	\$ 1,025.70	\$ 25.02
3xweek	\$ 1,403.78	\$ 34.24	\$ 1,438.87	\$ 35.09
4xweek	\$ 1,834.52	\$ 44.74	\$ 1,880.38	\$ 45.86
5xweek	\$ 2,249.41	\$ 54.86	\$ 2,305.65	\$ 56.24
6xweek	\$ 2,664.07	\$ 64.98	\$ 2,730.67	\$ 66.60
Commercial - 6 Yard				
1xweek	\$ 688.01	\$ 16.78	\$ 705.21	\$ 17.20
2xweek	\$ 1,281.79	\$ 31.26	\$ 1,313.83	\$ 32.04
3xweek	\$ 1,849.15	\$ 45.10	\$ 1,895.38	\$ 46.23
4xweek	\$ 2,389.80	\$ 58.29	\$ 2,449.55	\$ 59.75
5xweek	\$ 2,930.50	\$ 71.48	\$ 3,003.76	\$ 73.26
6xweek	\$ 3,497.82	\$ 85.31	\$ 3,585.27	\$ 87.45
Debris Box				
All Boxes	Rate \$ 838.64	Increase Amt \$ 20.45	Rate \$ 859.61	Increase Amt \$ 20.97

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2039	
FIXED	2.5%

2040	
FIXED	2.5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)

Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 71.05	\$ 1.73	\$ 72.83	\$ 1.78
65 Gal	\$ 92.36	\$ 2.25	\$ 94.67	\$ 2.31
95 Gal	\$ 103.06	\$ 2.51	\$ 105.64	\$ 2.58
35 Gal CARE Rate (PG&E Approved)	\$ 62.23	\$ 1.52	\$ 63.79	\$ 1.56

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic)

Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal Multi-Family (5+ units)	\$ 62.23	\$ 1.52	\$ 63.79	\$ 1.56
35 Gal	\$ 94.67	\$ 2.31	\$ 97.04	\$ 2.37
65 Gal	\$ 129.26	\$ 3.15	\$ 132.49	\$ 3.23
95 Gal	\$ 175.91	\$ 4.29	\$ 180.31	\$ 4.40
95 Gal (2)	\$ 293.70	\$ 7.16	\$ 301.04	\$ 7.34

All Commercial Customers will be charged an additional fee per month to support the Town's Ve
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 296.28	\$ 7.23	\$ 303.69	\$ 7.41
2xweek	\$ 457.83	\$ 11.17	\$ 469.28	\$ 11.45
3xweek	\$ 618.01	\$ 15.07	\$ 633.46	\$ 15.45
4xweek	\$ 779.59	\$ 19.01	\$ 799.08	\$ 19.49
5xweek	\$ 938.04	\$ 22.88	\$ 961.49	\$ 23.45
6xweek	\$ 1,098.44	\$ 26.79	\$ 1,125.90	\$ 27.46

Commercial - 1.5 Yard

	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 357.96	\$ 8.73	\$ 366.91	\$ 8.95
2xweek	\$ 562.73	\$ 13.73	\$ 576.80	\$ 14.07
3xweek	\$ 725.66	\$ 17.70	\$ 743.80	\$ 18.14
4xweek	\$ 941.81	\$ 22.97	\$ 965.36	\$ 23.55
5xweek	\$ 1,120.15	\$ 27.32	\$ 1,148.15	\$ 28.00
6xweek	\$ 1,276.06	\$ 31.12	\$ 1,307.96	\$ 31.90

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

	2039		2040	
	FIXED	2.5%	FIXED	2.5%
Commercial - 2 Yard				
1xweek	\$ 404.96	\$ 9.88	\$ 415.08	\$ 10.12
2xweek	\$ 688.71	\$ 16.80	\$ 705.93	\$ 17.22
3xweek	\$ 922.69	\$ 22.50	\$ 945.76	\$ 23.07
4xweek	\$ 1,128.76	\$ 27.53	\$ 1,156.98	\$ 28.22
5xweek	\$ 1,348.88	\$ 32.90	\$ 1,382.60	\$ 33.72
6xweek	\$ 1,581.97	\$ 38.58	\$ 1,621.52	\$ 39.55
Commercial - 3 Yard				
1xweek	\$ 499.98	\$ 12.19	\$ 512.48	\$ 12.50
2xweek	\$ 836.00	\$ 20.39	\$ 856.90	\$ 20.90
3xweek	\$ 1,173.49	\$ 28.62	\$ 1,202.83	\$ 29.34
4xweek	\$ 1,536.40	\$ 37.47	\$ 1,574.81	\$ 38.41
5xweek	\$ 1,810.45	\$ 44.16	\$ 1,855.71	\$ 45.26
6xweek	\$ 2,130.78	\$ 51.97	\$ 2,184.05	\$ 53.27
Commercial - 4 Yard				
1xweek	\$ 616.79	\$ 15.04	\$ 632.21	\$ 15.42
2xweek	\$ 1,051.34	\$ 25.64	\$ 1,077.62	\$ 26.28
3xweek	\$ 1,474.84	\$ 35.97	\$ 1,511.71	\$ 36.87
4xweek	\$ 1,927.39	\$ 47.01	\$ 1,975.57	\$ 48.18
5xweek	\$ 2,363.29	\$ 57.64	\$ 2,422.37	\$ 59.08
6xweek	\$ 2,798.94	\$ 68.27	\$ 2,868.91	\$ 69.97
Commercial - 6 Yard				
1xweek	\$ 722.84	\$ 17.63	\$ 740.91	\$ 18.07
2xweek	\$ 1,346.68	\$ 32.85	\$ 1,380.35	\$ 33.67
3xweek	\$ 1,942.76	\$ 47.38	\$ 1,991.33	\$ 48.57
4xweek	\$ 2,510.79	\$ 61.24	\$ 2,573.56	\$ 62.77
5xweek	\$ 3,078.85	\$ 75.09	\$ 3,155.82	\$ 76.97
6xweek	\$ 3,674.90	\$ 89.63	\$ 3,766.77	\$ 91.87
Debris Box				
All Boxes	\$ 881.10	\$ 21.49	\$ 903.13	\$ 22.03

**NORTHERN RECYCLING & WASTE SERVICES, LLC
TOWN OF PARADISE FRANCHISE
NEW RATE METHODOLOGY**

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
Operating Expenses	\$ 1,731,393	\$ 1,983,491	\$ 2,048,507	\$ 2,326,293	\$ 2,402,966	\$ 2,482,405	\$ 2,683,063	\$ 2,773,837	\$ 2,867,984	\$ 3,026,946	\$ 3,131,083	\$ 3,239,156	\$ 3,414,868	\$ 3,534,230	\$ 3,658,171	
Operating ratio	0.905	\$ 1,913,141	\$ 2,191,703	\$ 2,263,544	\$ 2,570,490	\$ 2,655,211	\$ 2,742,989	\$ 2,964,710	\$ 3,065,013	\$ 3,169,043	\$ 3,344,692	\$ 3,459,760	\$ 3,579,178	\$ 3,773,335	\$ 3,905,227	\$ 4,042,178
Pass-through Costs:																
Disposal & Processing	\$ 340,117	\$ 332,289	\$ 348,904	\$ 366,349	\$ 384,666	\$ 403,900	\$ 424,095	\$ 445,299	\$ 467,564	\$ 490,943	\$ 515,490	\$ 541,264	\$ 568,327	\$ 596,744	\$ 626,581	
Franchise Fee	\$ 125,658	\$ 153,636	\$ 168,133	\$ 188,341	\$ 211,034	\$ 236,658	\$ 257,894	\$ 281,208	\$ 306,759	\$ 334,604	\$ 365,065	\$ 388,903	\$ 414,300	\$ 428,673	\$ 443,500	
Depreciation	\$ 136,549	\$ 224,529	\$ 254,075	\$ 317,644	\$ 320,006	\$ 322,089	\$ 576,818	\$ 569,956	\$ 560,944	\$ 693,357	\$ 691,034	\$ 689,655	\$ 651,399	\$ 604,454	\$ 604,584	
Interest	\$ 71,126	\$ 80,620	\$ 73,525	\$ 66,430	\$ 58,690	\$ 50,950	\$ 119,710	\$ 104,470	\$ 89,230	\$ 94,990	\$ 77,650	\$ 84,310	\$ 72,467	\$ 59,400	\$ 49,200	
Total	\$ 673,450	\$ 791,074	\$ 844,637	\$ 938,764	\$ 974,396	\$ 1,013,597	\$ 1,378,517	\$ 1,400,933	\$ 1,424,497	\$ 1,613,894	\$ 1,649,239	\$ 1,704,132	\$ 1,706,493	\$ 1,689,271	\$ 1,723,865	
Revenue requirement	\$ 2,586,591	\$ 2,982,777	\$ 3,108,181	\$ 4,200,536	\$ 5,124,564	\$ 5,851,373	\$ 6,798,765	\$ 7,565,507	\$ 8,126,797	\$ 8,688,118	\$ 9,002,062	\$ 9,055,161	\$ 8,964,230	\$ 8,625,150	\$ 8,252,296	
Projected revenue	\$ 1,748,833	\$ 2,209,796	\$ 2,416,899	\$ 2,705,579	\$ 3,029,777	\$ 3,395,835	\$ 3,699,204	\$ 4,032,250	\$ 4,397,265	\$ 4,795,055	\$ 5,230,211	\$ 5,570,759	\$ 5,933,578	\$ 6,138,897	\$ 6,350,711	
Revenue shortfall	\$ 837,758	\$ 772,981	\$ 691,282	\$ 1,494,957	\$ 2,094,787	\$ 2,455,538	\$ 3,099,561	\$ 3,533,257	\$ 3,729,532	\$ 3,893,063	\$ 3,771,851	\$ 3,484,402	\$ 3,030,652	\$ 2,486,253	\$ 1,901,585	
Rate increase	47.9%	35.0%	28.6%	55.3%	69.1%	72.3%	83.8%	87.6%	84.8%	81.2%	72.1%	62.5%	51.1%	40.5%	29.9%	
Cumulative revenue under/over collected			\$ 691,282	\$ 803,675	\$ 1,291,112	\$ 1,164,426	\$ 1,935,135	\$ 1,598,122	\$ 2,131,410	\$ 1,761,653	\$ 2,010,198	\$ 1,474,204	\$ 1,556,448	\$ 929,805	\$ 971,780	

**NORTHERN RECYCLING & WASTE SERVICES, LL
TOWN OF PARADISE FRANCHISE
NEW RATE METHODOLOGY**

	2037	2038	2039	2040
Operating Expenses	\$ 3,852,758	\$ 3,989,468	\$ 4,131,498	\$ 4,279,067
Operating ratio	0.905	\$ 4,257,191	\$ 4,408,252	\$ 4,565,191
Pass-through Costs:				
Disposal & Processing	\$ 657,910	\$ 690,806	\$ 725,346	\$ 761,613
Franchise Fee	\$ 458,804	\$ 474,678	\$ 491,177	\$ 508,457
Depreciation	\$ 690,284	\$ 405,505	\$ 401,005	\$ 382,171
Interest	\$ 39,000	\$ -	\$ -	\$ -
Total	\$ 1,845,998	\$ 1,570,989	\$ 1,617,528	\$ 1,652,241
Revenue requirement	\$ 8,004,774	\$ 7,414,674	\$ 6,801,272	\$ 6,149,953
Projected revenue	\$ 6,569,341	\$ 6,796,121	\$ 7,031,811	\$ 7,278,669
Revenue shortfall	\$ 1,435,433	\$ 618,553	\$ (230,539)	\$ (1,128,716)
Rate increase	21.9%	9.1%	-3.3%	-15.5%
Cumulative revenue under/over collected	\$ 463,653	\$ 154,900	\$ (385,439)	\$ (743,277)

TOWN OF PARADISE

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED SOLID WASTE
FRANCHISE AGREEMENT WITH INCREASED SERVICE FEES, A CHANGE IN THE
SERVICE RATE METHODOLOGY, AND ADDING NEW SERVICES TO BE COMPLIANT WITH
SENATE BILL 1383 (ORGANICS COLLECTION) FOR THE TOWN OF PARADISE, SUBJECT
TO THE APPROVAL OF THE TOWN ATTORNEY**

WHEREAS, the State of California has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed all local agencies to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed; and

WHEREAS, the Town of Paradise is currently in an Agreement with Northern Recycling & Waste Services (NRWS) through April 30, 2027 to provide solid waste, recyclable material, and vegetative waste collection; and

WHEREAS, the Town and NRWS desire to amend the Agreement to provide organic waste collection in compliance with SB 1383 and to adjust the current rates and add additional rates and services over an extended Agreement period; and

WHEREAS, on December 12, 2023, the Town Council authorized that a notice be mailed to all the property owners or ratepayers of Northern Recycling and Waste Services pursuant to the procedures set forth in California Constitution Article XIIID section 6 (Proposition 218) for solid waste collection fees, including new organics collection fees; and

WHEREAS, between March 4, 2024 and March 7, 2024, the notice attached as Exhibit A was mailed to all property owners or ratepayers of Northern Recycling and Waste Services; and

WHEREAS, on May 14, 2024, the Town Council held the protest hearing as set forth in the March 2024 notice. The Town Clerk counted all the protest ballots received before the conclusion of the public hearing and determined that all protest ballots received did not constitute a majority of the property owners and ratepayers; and

WHEREAS, after compliance with all public notice and protest hearing requirements under Proposition 218, the Town Council desires to amend, restate and approve the exclusive solid waste handling franchise with Northern Recycling & Waste Services for thirteen (13) years through July 1, 2040.

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 Town Council finds that: 1. The public health, safety, and well-being require the Town to enter into an exclusive franchise agreement relating to the collection and handling of solid waste services within the Town's jurisdiction; 2. all the revenue derived from the fees therefore will not exceed the funds required to provide such services; and 3. it is necessary to implement organics collection to comply with State law.

SECTION 3. The Town Manager is directed and authorized to execute the Amended and Restated Franchise Agreement with Northern Recycling & Waste Services attached as Exhibit B for refuse collection, recycling, and organics collection services, including the new services rates, within the Town of Paradise, subject to the approval of the Town Attorney.

SECTION 4. Pursuant to California Environmental Quality Act (CEQA) Guideline section 15308, the Amended and Restated Franchise Agreement is exempt from the requirements of CEQA as a regulation for the protection of the environment relating to collection and disposal of solid waste.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



EXHIBIT A
**NOTICE CONCERNING PROPOSED SOLID WASTE &
RECYCLING RATE ADJUSTMENTS AND PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on **May 14, 2024, at 6:00 p.m.**, a public hearing will be held at the Town of Paradise Town Council Chambers located at 5555 Skyway, Paradise, CA 95969 to consider proposed adjustments to the Town's solid waste rates and charges in addition to extending the franchise agreement with Northern Recycling & Waste Services (NRWS) to July 1, 2040. If approved by the Town Council, the proposed rate adjustments will go into effect on July 1, 2024, and will be subject to annual maximum adjustments. The Town of Paradise is subject to Proposition 218 and is required by law to charge its customers no more than the cost of providing solid waste and related services. Proposition 218 also contains specific notice and protest procedures for approving any increase in solid waste service rates. You are receiving this notice pursuant to the requirements of Proposition 218.

WHY RATE ADJUSTMENTS ARE NECESSARY

All towns and cities in the State, including Paradise, face stringent solid waste legislation under State Senate Bill 1383 (SB 1383). These regulations aim to reduce methane emissions in landfills which are the third largest source of methane in California. For Town residents and businesses to remain in compliance with this State Law, new organic waste services are necessary, none of which are funded by the State. Therefore, these services must be funded through an increase in the solid waste rates charged by the Town's franchised waste hauler.

SB 1383 mandates that California reduce organic waste disposal in landfills by 75% by January 1, 2025. Organic waste like food scraps, yard trimmings, paper, and cardboard make up half of what Californians dump in landfills. As a result, green/yard waste and food waste will be diverted from disposal in landfills and taken to a facility that can process mixed organics and produce recovered organic waste products such as compost, mulch, and renewable energy. SB 1383 also requires that by 2025, jurisdictions recover 20% of edible food that would otherwise be sent to landfills to feed people in need.

In addition to SB 1383, the current solid waste rates are not sufficient to maintain services for the reduced post-Camp Fire population being served. Rates were originally structured in 2007 when the Town's population was 26,160 residents. While the proposed rate increases will not make NRWS's operations in Paradise profitable for many years, it will reduce the annual financial losses to a level that can be sustained in the short term while the customer base continues to grow.

PROPOSED SOLID WASTE RATES

The proposed maximum rates (Rates) for solid waste collection services will be considered by the Town as part of an amendment to the franchise agreement for solid waste services between the Town of Paradise and NRWS. The amended agreement will ensure the Town will be in compliance with the State's SB 1383 requirements to implement organic waste recycling programs that includes a residential food waste recycling program.

The Town will additionally be considering a change in rate methodology for future annual rate adjustments, moving away from CPI (Consumer Price Index) to an Operating Ratio of .905. An Operating Ratio methodology adjusts rates, upwards and downwards, as necessary to meet a minimum Revenue Requirement. The Revenue Requirement includes the actual cost of providing services plus an operating margin. The initial annual increases using the Operating Ratio could range anywhere from 28% in 2024 up to 84% in 2030 so a maximum annual rate increase is also proposed to be enacted which would be 8% per year for years 2024-2027, 5% per year for years 2028-2032, and 2.5% per year for years 2033-2040. If approved, the initial rates would go into effect July 1, 2024 and adjust annually each July 1st, but never more than the maximum annual rate increase allowed for that year.

No later than September 1, 2024, NRWS will begin the curbside collection of organic waste from residential and commercial customers at which time the rates shown in Table 1 on page 2, only shown in 4-year intervals, will be in effect. If, between July 1, 2024 and August 31, 2024, there are no organic waste collection services available yet, then the rates shown in Table 2 on page 2, only shown in 4-year intervals, will be in effect which do not include charges for organics collection. The entire proposed rate schedule, showing all annual rate adjustments, can be viewed on the Town's website at <https://www.townofparadise.com/planning/page/solid-waste>. For more information regarding the State's SB 1383 unfunded date please visit CalRecycle's website at <https://www.calrecycle.ca.gov/organics/slcp>.

Table 1. Proposed Monthly Rates with Organics Collection for 35-gal Services

YEAR	RESIDENTIAL	CARE-RATE	MULTI-FAMILY	COMMERCIAL
07/2024 (8%)	\$37.18	\$32.57	\$41.68	\$49.55
07/2028 (5%)	\$49.18	\$43.08	\$55.13	\$65.53
07/2032 (5%)	\$59.78	\$52.35	\$67.01	\$79.65
07/2036 (2.5%)	\$65.98	\$57.79	\$73.97	\$87.91
07/2040 (2.5%)	\$72.83	\$63.79	\$81.65	\$97.04

Table 2. Proposed Monthly Rates without Organics Collection for 35-gal Services

YEAR	RESIDENTIAL	CARE-RATE	MULTI-FAMILY	COMMERCIAL
07/2024 (8%)	\$33.66	\$29.49	\$29.49	\$35.07
07/2028 (5%)	\$44.53	\$39.01	\$39.01	\$46.38
07/2032 (5%)	\$54.14	\$47.42	\$47.42	\$56.39
07/2036 (2.5%)	\$59.76	\$52.36	\$52.36	\$65.25
07/2040 (2.5%)	\$65.96	\$57.80	\$57.80	\$68.73

PUBLIC HEARING AND PROTEST PROCEEDINGS

Property owners, as defined under Proposition 218, or NRWS customers may protest the proposed rate adjustment in writing prior to or during the public hearing. Consistent with the provisions of Proposition 218 and Government Code Section 53755, this notice has been mailed to all record owners of the affected properties at the addresses as they appear on the latest equalized assessment roll, and all Paradise customers of NRWS. If you are a property owner as defined under Proposition 218, or a customer, and object to the proposed rates as described in this Notice, you may file a written protest with the Town prior to close of the public hearing. Original written protests can be mailed or personally delivered to the Town Clerk as follows:

Town Clerk, Town of Paradise
5555 Skyway
Paradise, CA 95969

A valid written protest must include:

1. The name of the person or entity filing the protest; and
2. Identification of the property by either assessor’s parcel number or street address; and
3. A statement of protest (“I/we protest” will suffice); and
4. The original signature of the person or authorized representative filing the protest (photocopies, electronic mail, electronic copies, e-comments, or facsimiles will not be accepted).
5. Corporations, LLCs, Trusts, etc. should include proof of signatory authority.

Please note that only one protest per parcel will be counted as a single vote, regardless of the number of owners or customers. If there are two record owners, both must sign the written protest. If there are more than two owners, the protest must be signed by a majority of the owners. Multiple protests returned for a single property will be disallowed and the Town Clerk will only accept one protest per property. If you have any questions regarding this Notice or the proposed rate adjustments, please email Community Development Director Susan Hartman at shartman@townofparadise.com.



AMENDED AND RESTATED
FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF PARADISE

AND

NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR

**SOLID WASTE, RECYCLABLE MATERIALS, AND
ORGANICS COLLECTION, PROCESSING, AND
DISPOSAL SERVICES**

* * * * *

XXX, 2024

**FRANCHISE AGREEMENT
BETWEEN**

**THE TOWN OF PARADISE
AND
NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR
SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANICS
COLLECTION, PROCESSING AND DISPOSAL SERVICES**

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1 AMENDED AND RESTATED AGREEMENT
2 FOR

3
4 SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANICS
5 COLLECTION, PROCESSING AND DISPOSAL SERVICES
6

7 This AMENDED AND RESTATED AGREEMENT (“Agreement”) is made as of this XX day
8 of XX 2024, by and between the TOWN OF PARADISE, a municipal corporation, (hereinafter
9 referred to as the “Town”) and Northern Recycling and Waste Services, LLC, a California
10 Limited Liability Company (hereinafter referred to as “Contractor”).
11

12
13 RECITALS:
14

15 **Whereas;** the Legislature of the State of California, by enactment of Assembly Bill 939 of 1989
16 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the
17 public interest to authorize and require local agencies to make adequate provisions for Solid
18 Waste handling within their jurisdiction; and,
19

20 **Whereas;** the State of California has found and declared that the amount of Solid Waste
21 generated in California, coupled with diminishing Disposal capacity and interest in
22 minimizing potential environmental impacts from landfilling and the need to conserve
23 natural resources, have created an urgent need for State and local agencies to enact and
24 implement an aggressive integrated waste management program. The State has, through
25 enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs
26 and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB
27 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics
28 Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383),
29 directed the responsible State agency, and all local agencies, to promote a reduction in
30 Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and
31 composting options in order to reduce the amount of material that must be Disposed; and,
32

33 **Whereas;** SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers,
34 Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste
35 Disposal reduction targets and; and,
36

37 **Whereas;** SB 1383 Regulations require Jurisdiction to implement Collection programs, meet
38 Processing facility requirements, conduct contamination monitoring, provide education,
39 maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other
40 requirements; and, Jurisdiction has chosen to delegate some of its responsibilities to the
41 Contractor, acting as the Jurisdiction’s designee, through this Agreement; and
42

43 **Whereas;** pursuant to California Public Resources Code Section 40059(a)(2), the Town has
44 determined that the public health, safety, and well-being require that a franchise agreement
45 be awarded to a qualified contractor for the Collection of Solid Waste, Recyclable Materials,

46 and Organics, and other services related to meeting the diversion goals, and other
47 requirements of the California Act; and,
48

49 **Whereas;** the Town declares its intention of maintaining reasonable rates and quality service
50 related to the Collection of Solid Waste, Recyclable Materials, and Organics, the
51 transportation of such material to appropriate places of processing, Recycling, Composting,
52 and/or Disposal, and the Processing of Recyclable Materials and Organics and other services;
53 and,
54

55 **Whereas;** the Contractor has submitted a plan to provide Solid Waste, Recyclable Materials,
56 and Organics programs at reasonable costs to the ratepayers of the Town and the Town has
57 elected to enter into this Agreement based on the advantages of that plan; and,
58

59 **Whereas;** the Town desires to continue the Agreement with Contractor based on the strength
60 of its plan to provide the desired services and the ability of those services to meet the Town's
61 diversion goals and comply with the requirements of the Act; and,
62

63 **Whereas;** Contractor agrees to and acknowledges that it shall arrange for the proper Disposal
64 of all Solid Waste collected in the Town's Service Area and the Town is not instructing
65 Contractor how to Collect, transport, process and / or Dispose of Solid Waste, Recyclable
66 Materials, and Organics; and,
67

68 **Whereas;** Town and Contractor desire to leave no doubts as to their respective roles, and that
69 by entering into this Agreement, the Town is not thereby becoming a "generator" or
70 "arranger" as those terms are used in CERCLA 107 (a)(3), and that it is Contractor, not the
71 Town, which is "arranging for" the Collection of Solid Waste, Recyclable Materials, and
72 Organics, the transportation of such material to appropriate places of processing, Recycling,
73 Composting, and/or Disposal, and the Processing of Recyclable Materials and Organics; and,
74

75 **Whereas;** this Agreement has been developed by and is satisfactory to the parties.
76

77 **NOW, THEREFORE,** in consideration of the mutual promises, covenants, and conditions
78 contained in this Agreement and for other good and valuable consideration, the parties agree
79 as follows:
80

81 **ARTICLE 1**
82 **DEFINITIONS**

83
84 Unless the context otherwise requires, capitalized terms used in this Agreement will have the
85 meanings specified in Exhibit A to this Agreement, which is attached hereto and incorporated
86 by reference.

87
88 **ARTICLE 2**
89 **GRANT AND ACCEPTANCE OF AGREEMENT**
90

91 **2.01 Grant and Acceptance of Franchise.**

92 Subject to Sections 2.04 and 2.06, the Town hereby grants to Contractor the exclusive
93 right and privilege to Collect, transport, process and / or Dispose of Solid Waste,
94 Recyclable Materials, and Organics accumulating in Service Area that is required to be
95 accumulated and offered for Collection to Contractor in accordance with Paradise
96 Municipal Code Chapter 8.08 and this Agreement. Contractor hereby accepts the
97 terms and conditions set forth in this Agreement.
98

99 **2.02 Effective Date and Commencement Date.**

100 The Effective Date of this Agreement shall be XX, 2024.

101
102 The Commencement Date shall be July 1, 2024, and shall be the date on which the
103 Contractor initiates provision of the Franchised Services required by this Agreement.

104
105 Between the Effective Date and the Commencement Date, Contractor shall perform all
106 activities necessary to prepare itself to start services required by this Agreement on the
107 Commencement Date.
108

109 **2.03 Term.**

110 The term of this Agreement shall commence at midnight July 1, 2024, and shall end at
111 midnight July 1, 2040, unless terminated as provided in Section 11.02. In addition, the
112 term of this Agreement may be extended for an additional three (3) years subject to the
113 following conditions:

- 114 **A.** Contractor shall receive a favorable rating by more than 85% of respondents to a
115 customer satisfaction survey performed in the seventh and fourteenth year of this
116 Agreement.
117 **B.** The Town shall be in compliance with CalRecycle and not under any penalty.
118 **C.** Liquidated damages as provided in Section 11.03 through the ninth year of the term
119 of this Agreement shall not exceed \$30,000.
120
121
122

123 **2.04 Conditions to the Effectiveness of Agreement.**

124 The obligation of the Town to permit this Agreement to become effective and to
125 perform its undertakings provided for in this Agreement is subject to the satisfaction
126 of each and all of the conditions set out below, each of which may be waived in whole
127 or in part by the Town at its sole discretion.
128

129 **A. Accuracy of Representations.** Representations and warranties made by
130 Contractor throughout this Agreement are accurate, true and correct on and as of
131 the Effective Date of this Agreement. Any information submitted to the Town
132 supplementary thereto, on which the Town has relied in awarding this franchise to
133 Contractor and entering into this Agreement, does not contain any untrue
134 statement of a material fact nor omit to state a material fact necessary in order to
135 make the statements made, in light of the circumstances in which they were made,
136 nor is misleading.
137

138 **B. Absence of Litigation.** There is no litigation pending in any court challenging
139 the award of this Franchise to Contractor or the execution of this Agreement or
140 seeking to restrain or enjoin its performance.
141

142 **C. Furnishing of Insurance and Bonds.** Contractor has furnished evidence of the
143 insurance and performance bond required by Article 9.
144

145 **D. Effectiveness of Town Council Action.** The Town has the authority to enter
146 into and perform its obligations under this Agreement. The Town has taken all
147 actions required by law or otherwise to authorize the execution of this Agreement.
148 The Persons signing this Agreement on behalf of the Town have the authority to
149 do so. The Town's Resolution No 2024-_____ (Town) approving this
150 Agreement, adopted at the close of the public hearing after the required Prop 218
151 procedures, shall have become effective pursuant to California law on or before the
152 Effective Date.
153

154 In the event that any condition set forth in this Section 2.04 is not satisfied or
155 waived, by the Effective Date, by the Town, this Agreement shall be void and shall
156 have no further force or effect. The Town may waive the satisfaction of conditions
157 described in this Section 2.04, allow this Agreement to become effective, and
158 exercise its rights and remedies under this Agreement for Contractor's failure to
159 deliver the bond and/or evidence of insurance. Each party is obligated to perform
160 in good faith the actions, if any, which this Agreement requires it to perform before
161 the Effective Date and to cooperate towards the satisfaction of the conditions set
162 forth above.
163

164 **2.05 Scope of Franchise.**

165 Subject to Section 2.06, the Franchise granted to Contractor shall be exclusive for all
166 Solid Waste, Recyclable Materials, and Organics generated in the Service Area, except
167 where otherwise precluded by Federal, State and local laws and regulations or where

168 other current programs provide for Collection and handling of Household Hazardous
169 Waste and/or electronic waste.
170

171 **2.06 Limitations to Scope.**

172 The Agreement for the Collection, transportation, processing, and /or Disposal of
173 Solid Waste, Recyclable Materials, and Organics granted to Contractor shall be
174 exclusive except as described in this Section 2.06. The award of this Agreement shall
175 not preclude the categories of Solid Waste, Recyclable Materials and Organics listed
176 below from being delivered to and/or Collected and transported by others. However,
177 nothing in this Agreement is intended to or shall be construed to excuse any Person
178 from obtaining any authorization from the Town which is otherwise required by law:
179

180 A. Solid Waste, Recyclable Materials and Organics, which are removed from any
181 Premises by the Waste Generator, and which are transported personally by the
182 Owner or Occupant of such Premises or by his or her full-time employees or a
183 contractor whose removal of the Solid Waste, Recyclable Materials and/or
184 Organics are incidental to the service being performed;
185

186 B. Collection and Processing of Recyclable Materials not specifically included in
187 the definition of Recyclables in Exhibit A;
188

189 C. Recyclable Materials and Organics which are Source Separated at any Premises
190 by the Waste Generator and donated to youth, civic, or charitable organizations;
191

192 D. Source Separated Recyclable Materials generated in the Service Area that are
193 placed in Containers, collected through a private arrangement with the Generator
194 and the Generator is compensated for the Recyclable Materials Collected;
195 provided, however, that the Owner or Occupant of such Premises shall be required
196 to subscribe to and pay for the basic level of service provided by Contractor. For
197 the purposes of this Agreement, Source Separated loads are loads that consist of
198 90% or more by weight or volume (whichever is greater) of Source Separated
199 Recyclable Materials or Organics. If Contractor can document that other recyclers
200 are servicing Collection Containers that contain less than 90% Source Separated
201 Recyclable Materials or Organics, it shall report the location and the name of the
202 recycler to the Town along with Contractor's evidence of the violation of the
203 exclusiveness of this Agreement;
204

205 E. Containers delivered for Recycling under the California Beverage Container
206 Recycling Litter Reduction Act, California Public Resources Code Section 14500, et.
207 seq.;

209 F. Organics removed from Premises by gardening, landscaping, or tree-trimming
210 contractors as an incidental part of a total service offered by that contractor rather
211 than as a hauling service;
212

- 213 G. Construction Debris and Demolition Debris which is removed from any
214 Premise by employees of the construction or demolition contractor, using
215 equipment owned and registered to the contractor. The services are provided to
216 the particular premises on a temporary basis, not on a regular or on-going basis.
217
- 218 H. Solid Waste generated by public schools and other State institutions located
219 within the Service Area;
220
- 221 I. Animal waste and remains from slaughterhouse or butcher shops for use as
222 tallow;
223
- 224 J. By-products of sewage treatment, including sludge, sludge ash, grit and
225 screenings;
226
- 227 K. Abandoned cars that are removed from any Premises by a licensed towing
228 Contractor authorized to do so by the Town; and,
229
- 230 L. Hazardous Waste, including Household Hazardous Waste (HHW), and
231 Designated Waste regardless of its source.
232
- 233 M. Material removed pursuant to a nuisance abatement or court order.
234
- 235 N. Clean up services including removal of MSW from residential or commercial
236 Premises where all of the following conditions are met:
237
- 238 1. The person who transports the MSW for Disposal or Processing is the person
239 who actually enters on the customer's premises and performs the clean-up
240 services, loads the MSW directly to the transportation vehicle, and removes
241 the MSW from the premises.
 - 242 2. The MSW is not stored in a debris box, roll-off box, a container designed to
243 be emptied by a Collection Vehicle, or a container provided by the person
244 performing the services.
 - 245 3. The services are provided to the particular premises on a temporary basis,
246 not on a regular or on-going basis.
247
- 248 O. Edible Food that is collected from a Generator by other Person(s), such as a
249 Person from a Food Recovery Organization or Food Recovery Service, for the
250 purposes of Food Recovery; or that is transported by the Generator to another
251 location(s), such as the location of the Food Recovery Organization, for the
252 purposes of Food Recovery, regardless of whether the Generator donates, sells, or
253 pays a fee to the other Person(s) to collect or receive the Edible Food from the
254 Generator.
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- 256 P. Organic Waste that is composted or otherwise legally managed at the site where
257 it is generated or a Community Composting site.

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Q. Any services not specifically identified in Section 2.05.

This grant to Contractor of an exclusive right and privilege to Collect, transport, process and / or Dispose of Solid Waste, Recyclable Materials, and Organics shall be interpreted to be consistent with State and Federal laws, now and during the term of the Agreement, and the scope of this exclusive right shall be limited by applicable state and federal laws with regard to the matters contained in this Agreement. In the event that future court interpretations of current law or new laws, regulations, interpretations or trends limit the ability of the Town to lawfully provide for the scope of services as specifically set forth in this Agreement, Contractor agrees that the scope of the Agreement shall be limited to those services and materials which may be lawfully provided and that the Town shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

2.07 Additional Services and Modifications to Service

A. **General.** The Town shall have the right to direct Contractor to perform additional services (including new diversion programs, billing services, etc.) or to modify the manner in which it performs existing services, including directing the Contractor in the end use of Organics. Pilot programs and innovative services which may entail adding additional Recyclable Materials to existing programs, new Collection methods, targeted routing, different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which the Town may direct. Contractor shall be entitled to an adjustment in its compensation in accordance with Article 6 for providing such additional or modified services.

The Town may adopt an ordinance for Construction and Demolition Debris Diversion during the term of this Agreement. It is expected the ordinances will mandate a 50% Diversion Goal based upon the material being taken to a Certified Processing Facility through a contract with the Generator.

B. **New Diversion Programs.** Contractor shall present, within 30 days of a request to do so by the Town, a proposal to provide additional or expanded diversion services. At a minimum, the proposal shall contain a complete description of the following:

1. Collection methodology to be employed (equipment, manpower, etc.).
2. Equipment to be utilized (number and types of vehicles, capacity, age, etc.).

- 303
304 3. Labor requirements (number of employees by job classification).
305
306 4. Type of materials containers to be utilized.
307
308 5. Provision for program publicity/ education/ marketing.
309
310 6. Estimate of the tonnage to be diverted and the methodology for determining
311 that diverted tonnage.
312
313 7. Five-year projection of the financial results of the program's operations in a
314 balance sheet and operating statement format including documentation of
315 the key assumptions underlying the projections and the support for those
316 assumptions, giving full effect to the savings or costs to existing services.
317

318 **C. Town's Right to Permit Others to Provide Services.** Contractor acknowledges
319 and agrees that the Town shall have the right to permit other Persons besides
320 Contractor to provide additional Solid Waste services not otherwise contemplated
321 under Section 2.05 and 2.06 of this Agreement if Contractor and the Town cannot
322 agree on terms and conditions of such services in one hundred twenty (120) days
323 from the date when the Town first request a proposal from Contractor to perform
324 such services.
325

326 **2.08 Town's Right to Direct/ Ownership of Solid Waste.**

327 Once Solid Waste, Recyclable Materials and/or Organics is placed in Containers and
328 properly placed at the Collection location, ownership and the right to possession shall
329 transfer directly from the Waste Generator to Contractor by operation of this
330 Agreement. Contractor is hereby granted the right to retain, recycle, process, Dispose
331 of, and otherwise use such Solid Waste, Recyclable Materials or Organics, or any part
332 thereof, in any lawful fashion or for any lawful purpose desired by Contractor. This
333 right shall be subject to: 1) Contractor's obligation to meet both the Town's and AB
334 939's diversion goals; and, 2) the Town's right to direct Contractor to process Solid
335 Waste, Recyclable Materials or Organics at a particular licensed Facility or to Dispose
336 of Solid Waste, Recyclable Materials or Organics at a particular licensed Disposal Site,
337 if and only if the Town exercises such right by providing specific written direction to
338 Contractor. Subject to Article 6 and the other provisions of this Agreement, Contractor
339 shall have the right to retain any benefit resulting from its right to retain, recycle,
340 process, dispose of, or reuse the Solid Waste, Recyclable Materials or Organics, which
341 it Collects. Solid Waste, Recyclable Materials or Organics, or any part thereof, which
342 is disposed of at a Disposal Site, Transfer Station, Material Recovery Facility or other
343 Facilities shall become the property of the owner or operator of the Disposal Site(s)
344 once deposited at Facilities by Contractor. The Town may obtain ownership or
345 possession of Solid Waste, Recyclable Materials or Organics placed for Collection upon
346 written notice of its intent to do so; provided, however, nothing in this Agreement

347 shall be construed as giving rise to any inference that the Town has such ownership or
348 possession unless such written notice has been given to Contractor.
349

**ARTICLE 3
FRANCHISE AND OTHER FEES**

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3.01 Franchise Fee Amount.

In consideration of the exclusive Franchise provided in Section 2.05 of this Agreement, Contractor shall pay to the Town the Franchise Fee in accordance with the schedule on Exhibit D. Payment shall be calculated as a percentage (%) of Gross Revenues Collected (or another amount as provided in Section 3.05) by the Contractor from services provided in the Service Area.

3.02 Intentionally Blank.

3.03 Other Fees.

The Town shall have the right to set Other Fees, as it deems necessary. Any such fees shall be reflected in the rates that Contractor is allowed to charge and collect from service recipients. The time and method of payment shall be set similar to Section 3.04 below.

3.04 Time and Method of Payment.

On or before the twentieth (20th) day after the end of each calendar quarter during the Term of this Agreement, Contractor shall remit to the Town the Franchise Fees, Vehicle Impact Fee, and Other Fees amount. Each quarterly remittance to the Town shall be accompanied by a statement detailing the basis for the Franchise Fee, Vehicle Impact Fee, and Other Fees calculation. If the Fees are not paid on or before the twentieth (20th) day after any calendar quarter, Contractor shall pay to the Town a late payment penalty in an amount equal to two percent (2%) of the amount owing for that quarter. Contractor shall pay an additional two percent (2%) owing on any unpaid balance for each following thirty (30) day period the fee remains unpaid. The late payment penalty amounts are not intended as interest on debt, but rather are intended as a predetermined penalty for failure to meet an obligation under this Agreement.

3.05 Adjustment to Fees.

The Town may adjust the amount of any fee annually. Such adjustment shall be reflected in the rates that Contractor is allowed to charge and Collect from service recipients.

**ARTICLE 4
DIRECT SERVICES**

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4.01 General.

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether or not enumerated elsewhere in the Agreement.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within the Service Area are provided reliable, courteous and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Article, whether or not such other aspects are enumerated elsewhere in the Agreement .

4.02 Solid Waste Collection.

A. Single-Family Dwellings Collection. For single-family dwelling service, Contractor shall Collect Solid Waste from the Contractor-provided Containers placed for Collection by the Waste Generator at the Curbside or in an approved other location, not less than once per week. Standard Collection service shall be once per week Curbside Collection unless another method is approved by the Town.

B. Commercial, Industrial, Institutional and Multi-Family Residential Complex Collection. For commercial, industrial, institutional and multi-family residential complex services, Contractor shall Collect Solid Waste from Contractor-provided Containers not less than once per week. Special consideration shall be given when determining the pick up area for Commercial, Industrial, Institutional, and/or Multi-Family Residential Complex accounts to ensure that the flow of traffic is not impeded and that it does not result in an aesthetic degradation of an area. The designated pick-up area, if disputed by service recipient or Contractor, shall be determined by the Town. Additionally, if in the Town’s opinion the location of an existing pick up area is inappropriate, the Town may require the service recipient or Contractor to relocate the pick up area.

C. Town Facilities' Collection. Contractor shall Collect, transport and Dispose of all Solid Waste generated at public facilities according to the specified service levels identified in Exhibit B. Contractor shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays. Collections from

433 bins and debris boxes shall be scheduled at a time mutually agreed upon by
434 Contractor and the Town.

435
436 At no cost to Town, Contractor shall provide to the Town, at Town's direction,
437 additional Collections services to the Town entailing:
438

- 439 1. Collection of Solid Waste and Recyclable Materials from all public sidewalk
440 litter or Recycling Containers;
- 441
442 2. Collection of Solid Waste, Recyclable Materials and Organics from Town's
443 facilities and parks;
- 444
445 3. Collection of materials from Town related debris boxes as directed by the
446 Town except for related disposal fees;
- 447
448 4. Collection of Solid Waste, Recyclable Materials and Organics at a maximum
449 of four (4) annual Special Events (Johnny Appleseed Days, Gold Nugget
450 Days, Chocolate Festival and one to be determined) designated by the Town;
451 and,
- 452
453 5. Review of plans for land use or property developments with regard to Solid
454 Waste service issues.

455
456
457
458 **D. Permanent Containers/Debris Box Service.** Contractor shall provide
459 permanent /debris box Containers for the purpose of Collection of Solid Waste.
460 Contractor shall deliver to and Collect debris boxes from the location identified by
461 the service recipient. Containers shall be free of graffiti and in good repair.
462 Containers shall be clearly marked and identifiable as belonging to Contractor.
463 Special consideration shall be given when determining the pick up area for
464 temporary Containers to ensure that the flow of traffic is not impeded and that it
465 does not result in aesthetic degradation of an area. The designated pick up area, if
466 disputed by service recipient or Contractor, shall be determined by the Town.
467 Additionally, if in the Town's opinion the location of an existing pick up area is
468 inappropriate, the Town may require the service recipient or Contractor to relocate
469 the pick up area.

470
471 **4.03 Recyclable Materials Collection.**

472
473 **A. Commercial and Residential Recyclable Materials Collection.** Contractor
474 shall Collect and remove all Recyclable Materials placed in Recycling Containers at
475 the designated Collection locations for Waste Generators at Single Family
476 Dwellings, Commercial, and Multi-Family Residential Complex. It is understood
477 that all Single-Family Residential Dwelling's Recyclable Materials Collection

478 service shall be provided at Curbside. Contractor shall work with Commercial and
479 Residential service recipients to determine mutually acceptable Collection
480 locations to both parties in the event inaccessibility to collection service vehicles
481 exist.

482
483 Recyclable Materials Collection from Residential Waste Generators within the
484 Service Area shall be weekly or bi-weekly, as determined by the Town and
485 mutually agreed upon with an effective date by Contractor. Residential Recyclable
486 Materials Collection shall be on the same day of the week as Solid Waste Collection
487 service. The Collection day may change if prior written approval is received from
488 the Town. Contractor shall notify Recycling service recipients, as is done for regular
489 service, regarding holiday Collection schedules. At a minimum, Contractor shall
490 collect: aluminum cans, glass bottles and jars, metal cans and narrow neck plastic
491 containers (plastic 1 & 7), and newspaper, mixed paper (including but not limited
492 to magazines, junk mail, brown paper bags, and white and colored paper), and
493 corrugated cardboard. The Town reserves the right per Section 2.07 to direct
494 Contractor to add to the list of materials to be collected and described above and to
495 perform additional Residential Recycling services.

496
497 **B. Commercial Recyclable Materials Collection.** Contractor shall Collect
498 Recyclable Materials from Commercial Premises as scheduled by Customer in a
499 Contractor-provided Container at no additional cost in accordance with Public
500 Resources Code Chapter 12.9 commencing with 42649.8 and Chapter 12.8
501 commencing with Section 42649. Contractor shall actively and regularly promote
502 this program to ensure that all potential service recipients are aware of this service
503 and shall offer reasonable assistance to help such potential service recipients
504 participate. Collection shall be performed at a time mutually agreed upon by
505 Contractor and the Waste Generator or Owner of the property. The Town reserves
506 the right per Section 2.07 to direct Contractor to add to the list of materials to be
507 collected as part of this program.

508
509 **4.04 Organics SB1383 Program.**

510
511 **A. Organics Collection.** Contractor shall Collect Organics from Residential and
512 Commercial Waste Generators within the Town's Service Area weekly as
513 determined by the Town in Exhibit H and mutually agreed upon with an effective
514 date by both the Town and Contractor. Organics Collection shall be on the same
515 day as the Collection of Solid Waste. The Collection day may change if prior written
516 approval is received from the Town. Contractor will notify service recipients at
517 least two (2) weeks in advance of any scheduled Organics and Recycling Collection
518 day change(s), including those required due to route changes and holidays such as
519 Labor Day, Thanksgiving, Christmas, and New Year's Day.

520
521 All Organics must fit safely within a standard Organics Container provided by
522 Contractor. As part of its educational activities specified in Section 5.04, Contractor

523 shall instruct residents as to any necessary preparation of Organics, such as the
524 cutting of large items, and the appropriate use and placement of Organics
525 Containers.

526
527 **B. End Uses for Organics.** Contractor agrees to develop, implement, operate, and
528 participate (locally and regionally) in mulching, composting, land application,
529 alternative daily cover, or other programs necessary to achieve the Town’s
530 Organics diversion requirements. In accordance with Section 2.07.A, the Town
531 reserves the right to direct Contractor in the end use of Organics.

532
533 Contractor shall provide end uses for Organics that maximize diversion credits
534 according to regulations established by CalRecycle. Also, Contractor shall make
535 end products (compost or mulch) available to Town residents at a cost to residents
536 to be determined by the Town and the cost of providing these products shall be an
537 allowable operating expense. In addition to these uses of Organics, Contractor
538 agrees to be aggressive in the pursuit of new cost-effective opportunities to divert
539 Organics from Disposal and to maximize the distribution of Organics among
540 approved diversion methods.

541

542 **4.05 Materials Processing Operations.**

543
544 **A. Construction/Demolition Debris Diversion Program.** Contractor shall identify
545 and direct loads of Construction Debris and/or Demolition Debris and other
546 selected debris box Containers containing recoverable materials to a
547 Construction/Demolition Debris processing operation. The Construction Debris /
548 Demolition Debris processing operation Contractor has designated shall be the C
549 & D Facility owned by Northern Recycling in Yolo or Napa Counties, or as directed
550 by Town. In accordance with Section 2.08, the Town reserves the right to direct
551 Contractor to process Solid Waste, Recyclable Materials and/or Organics at a
552 particular licensed Facility. Contractor agrees to process such loads for purposes of
553 recovering Recyclable Materials. Contractor shall also provide the Town with an
554 accounting of the total tons processed and recovered as part of its
555 Construction/Demolition Debris processing operation as part of its annual
556 reporting requirements. Any and all compensation due the Contractor for this
557 service is provided for in the Solid Waste Collection Rate Schedule (Exhibit F).

558
559 **B. Material Recovery Facility Processing Capacity.** Contractor shall identify and
560 direct targeted loads of Solid Waste and Recyclable Materials from within the
561 Service Area to a Material Recovery Facility processing operation. The Material
562 Recovery Facility Contractor has designated shall be the City of Napa MDF owned
563 by the city of Napa. In accordance with Section 2.08, the Town reserves the right to
564 direct Contractor to process Solid Waste, Recyclable Materials and/or Organics at
565 a particular licensed Facility. Contractor agrees to process such loads for purposes
566 of recovering Recyclable Materials. Contractor shall also provide the Town with
567 an accounting of the total tons processed and recovered as part of its Material

568 Recovery Facility processing operation as part of its annual reporting
569 requirements. Any and all compensation due the Contractor for this service is
570 provided for in the Solid Waste Collection Rate Schedule (Exhibit F).
571

572 **4.06 Collection Locations.**

573 It is understood that all Solid Waste, Recyclable Materials and Organics Collection
574 services shall be provided at Curbside, with the following exceptions:
575

576 **A.** On-property collection of Solid Waste, Residential Recyclable Materials, and
577 Organics shall be provided by Contractor to residents who are physically unable
578 to place the cart Curbside. Resident shall present to Contractor a medical waiver
579 from a physician. Such medical waiver shall be updated annually and the
580 Contractor will send a notice to the customer reminding them to get a new waiver.
581 Information about this option shall be provided by the Contractor upon request.
582 Contractor will notify all residents annually, beginning within thirty (30) days of
583 effectiveness of this Agreement, of this Collection option and submit, for approval,
584 a draft notification to the Town prior to distribution to service recipients. New
585 service recipients shall be notified of this option upon requesting service.
586

587 **B.** Residents of Multi-Family Residential Complexes of two (2) to four (4) units
588 will use the same Collection Containers as residents of Single Family Dwellings.
589 Contractor shall Collect these Containers at Curbside. Residents of Multi-Family
590 Residential Complexes of five (5) or more units may also use the same Containers
591 as residents of Single Family Dwellings or may be provided with larger Containers
592 such as bins, which shall be Collected in a central location reasonably accessible by
593 Collection vehicles.
594

595 **4.07 Failure to Collect.**

596
597 **A. Solid Waste.** When Solid Waste is not Collected by Contractor from any service
598 recipient, Contractor shall notify its service recipient in writing, at the time
599 Collection is not made, through the use of a "tag" or otherwise, of the reasons why
600 the Collection was not made.
601

602 **B. Recyclable Materials or Organics.** Contractor may choose not to Collect
603 Recyclable Materials or Organics that contain ten percent (10%) by volume or
604 greater of Solid Waste, subject to Contractor's best efforts to educate the public.
605 Upon identification of Prohibited Container Contaminants in a Customer's
606 Container Contractor shall place a written notice on each contaminated container
607 or gate or door of the Premises; and send Customers a letter stating date and nature
608 of Contamination and shall include a copy of the picture(s). The notice and letter
609 shall be pre-approved by the Town. Notices and letters shall also include actions
610 that may be taken by Customers to correct the identified problem and a telephone
611 number to contact to arrange for Collection. Contractor shall Collect within twenty-

612 four (24) hours, once the reason or reasons for initial non-Collection are cured.
613 Contractor shall provide a quarterly list of accounts receiving a Contamination
614 notice to the Town for follow-up. Contractor shall charge for three or more
615 Contamination incidents after Customer receives two written warnings for
616 Contamination within one calendar year at a Contamination Processing Fee
617 established by the Town.
618

619 **4.08 Marketing of Recyclable Materials and Organics.**

620 Contractor shall be responsible for delivering Recyclable Materials and Organics
621 Collected pursuant to this Agreement to the Facilities for processing, marketing, sale,
622 donation, or reuse of all such materials.
623

624 Contractor shall prepare, submit to the Town for approval, and maintain a marketing
625 plan for all Recyclable Materials and Organics Collected by Contractor under this
626 Agreement. The approved marketing plan for Recyclable Materials and Organics
627 service shall be in place with the execution of this Agreement and at the time of
628 beginning any expanded service. The marketing plan shall fully describe Contractor's
629 marketing methods and approach, targeted primary and contingent markets, pricing
630 policy, and assumed salvage value or cost for each Collected type of Recyclable
631 Materials and Organics.
632

633 **4.09 Cleanups**

634 **A. Annual Cleanups.** The Town elects to have Contractor provide two non-MSW
635 community-wide pre-scheduled cleanups per year during periods mutually
636 established by Contractor and the Town.
637

638 **B. Household Hazardous Waste, E-Waste, Oil, Universal Waste and Paint**
639 **Collection.** Contractor shall provide a Household Hazardous Waste facility within
640 the Town to serve special events or set schedule once subscriptions reach Pre-
641 November 2018 levels. Such a facility shall serve as a drop off site for E-Waste and
642 Universal Waste and a Recycle center. The facility operating hours may be limited
643 subject to the prior approval of the Town.
644

645 **4.10 Operations.**

646 **A. Schedules.** Except as provided in Paradise Municipal Code Section 9.18.250,
647 residential Solid Waste, Residential Recyclable Materials and Organics shall be
648 collected on weekdays between 6:00 AM and 6:00 PM. To preserve peace and quiet,
649 no Solid Waste, Recyclable Materials, or Organics shall be Collected from or within
650 two hundred (200) feet of Residential Premises between 6:00 P.M. and 6:00 A.M. on
651 any day. Collection of Solid Waste and Recyclables from Commercial, industrial
652 and institutional properties shall be scheduled subject to the prior approval of the
653 Town.
654
655

656 Contractor shall review its operations plan outlining the Collection routes,
657 intervals of Collection and Collection times for all materials Collected under this
658 Agreement with the Town or its representatives at least annually. The Town may
659 require more frequent reviews if Contractor's operations are not satisfactorily
660 performed based on documented observations or reports or Complaints. If the
661 plan is determined to be inadequate by the Town, Contractor shall revise the plan
662 incorporating any changes into a revised plan and review the revised plan with the
663 Town within thirty (30) calendar days.

664
665 When notified of a missed pick-up, Contractor shall Collect the Solid Waste,
666 Recyclable Materials or Organics on the same day, if possible, but in no case more
667 than one (1) working day (24 hours) after receipt of notice.
668

669 **B. Vehicles.**

670
671 **1. Specifications.** All vehicles used by Contractor in providing Solid Waste,
672 Recyclable Materials and Organics Collection services shall be registered
673 with the California Department of Motor Vehicles. All such vehicles shall
674 have bodies designed to prevent leakage, spillage and/or overflow.
675

676 **2. Vehicle Identification.** Contractor's name, local telephone number, and
677 a unique vehicle identification number designed by Contractor for each
678 vehicle shall be prominently displayed on all vehicles, in letters and
679 numbers no less than two and one-half (2 1/2) inches high. Contractor shall
680 not place Town's name or Town's logo on Contractor vehicles. Vehicles
681 used solely for the Collection of Recyclable Materials and Organics shall be
682 labeled to indicate those are the Collected materials.
683

684 **3. Cleaning and Maintenance.**

685
686 **a.** Contractor shall maintain all of its properties, vehicles, facilities, and
687 equipment used in providing service under this Agreement in a good,
688 safe, neat, clean and operable condition at all times.
689

690 **b.** Vehicles used in the Collection of Solid Waste, Recyclable Materials and
691 Organics shall be painted, thoroughly washed, and thoroughly steam
692 cleaned on a regular basis so as to present a clean appearance. The
693 Town may inspect vehicles at any time to determine compliance with
694 this Agreement. Contractor shall also make vehicles available to the
695 Butte County Environmental Health Department for inspection, at any
696 frequency it requests.
697

698 **c.** Contractor shall repaint or refurbish to the reasonable satisfaction of the
699 Town all vehicles used in the Collection of Solid Waste, Recyclable

700 Materials and Organics within thirty (30) days' notice from the Town, if
701 the Town determines that their appearance warrants painting.
702

703 d. Contractor shall inspect each vehicle daily to ensure that all equipment
704 is operating properly. Vehicles that are not operating properly shall be
705 removed from service and repaired. Contractor shall perform all
706 scheduled maintenance functions in accordance with the
707 manufacturer's specifications and schedule. Contractor shall keep
708 accurate records of all vehicle maintenance, recorded according to date
709 and mileage and shall make such records available to the Town upon
710 request.

711
712 e. Contractor shall repair, or arrange for the repair of, all of its vehicles and
713 equipment for which repairs are needed because of accident,
714 breakdown or any other cause so as to maintain all equipment in a safe
715 and operable condition. Contractor shall maintain accurate records of
716 repair, which shall include the date and mileage, nature of repair and
717 the verification by signature of a maintenance supervisor that the repair
718 has been properly performed.
719

720 f. Contractor shall furnish sufficient equipment to provide all service
721 required under this Agreement, including back-up Collection vehicles.
722 Contractor shall furnish within thirty (30) days of request to the Town,
723 a written inventory of all equipment, including Collection vehicles,
724 used in providing service, and shall update the inventory annually. The
725 inventory shall list all equipment by manufacturer, ID number, and date
726 of acquisition, type, and capacity.
727

728 g. Contractor shall arrange to store all vehicles and other equipment in
729 safe and secure location(s) in accordance with all applicable zoning
730 regulations.
731

732 4. **Operation.** Vehicles shall be operated in compliance with Federal, State and
733 local laws and regulations, including but not limited to the California
734 Vehicle Code, and all applicable safety laws and local ordinances.
735 Contractor shall not load vehicles in excess of the manufacturer's recommen-
736 dations or limitations imposed by state or local weight restrictions on
737 vehicles.
738

739 Contractor equipment used for Solid Waste, Recyclable Materials, and
740 Organics services shall comply with the Town's ordinances or US EPA noise
741 emission regulations, currently codified at 40 CFR Part 205 and other
742 applicable noise control regulations, and shall incorporate noise control
743 features throughout the entire vehicle. Noise and pollution emission levels
744 of equipment used for Collection shall comply with the Town's ordinance.

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4.11 Containers.

- A. Single Family Dwelling Solid Waste Containers.** At no additional cost, Contractor shall offer wheeled carts to all Single Family Dwelling service recipients in sizes compatible with the Town’s variable can rate (35-, 65-, 95-gallons, or as other sizes approved by Town.).

All Contractor-provided wheeled carts shall be constructed of heavy gauge plastic with wheels and attached lids in sizes of 35-, 65-, and 95-gallons, or other sizes approved by the Town. Contractor shall maintain all Contractor-provided Containers in good repair.

- B. Commercial, Industrial, Institutional and Multi-Family Residential Complex Solid Waste Containers.** Contractor shall offer wheeled 35-, 65-, and 95-gallon carts (or other sizes approved by the Town) to all Commercial, Industrial and Institutional Service Recipients and Multi-Family Residential Complex service recipients receiving service of less than (1) cubic yard per week.

Contractor shall furnish Commercial, Industrial and Institutional Service Recipients and Multi-Family Residential Complex service recipients receiving one (1) cubic yard service or more with appropriate Containers to Collect Solid Waste upon service recipient request. Containers with a capacity of one cubic yard or more shall be available in standard sizes. The kind, size and number of Containers furnished to particular service recipients shall be as determined mutually by the service recipient and Contractor. All Containers with a capacity of one cubic yard or more shall meet applicable regulations for Solid Waste bin safety and shall have reflectorized markings. All Containers shall be maintained in good repair with neatly and uniformly painted surfaces and shall prominently display the name and telephone number of Contractor and the types of material accepted.

- C. Residential Recyclable Materials and Organics Containers.** Residential service recipients shall place their Recyclable Materials in the Contractor-provided Recycling Containers for collection by Contractor. Extra Containers shall be provided to service recipients upon request.

Residents shall place their Organics in Contractor-provided 95- gallon Containers for Collection by Contractor. Residence may request additional Containers with additional fee per approved Collection Rates.

- D. Commercial Recyclable Materials and Organics Containers.** Contractor shall furnish Commercial, Industrial and Institutional service recipients Containers for the Collection of Recyclable Materials and Organics of a size appropriate to the particular service recipient’s needs and availability of space. Multiple sizes shall be made available by Contractor.

- 790
791 E. **Delivery.** Appropriate Containers of a size requested by the service recipient as
792 described in this Section 4.11 shall be delivered to new service recipients, upon
793 request, within five (5) business days of the service recipient's request for service.
794 Contractor shall notify the Town if it fails to deliver Containers within five (5)
795 business days.
796
- 797 F. **Container Replacement.** The Town and Contractor acknowledge that from
798 time to time Contractor-provided Containers may be stolen or damaged. When
799 notified of such occurrence, Contractor shall replace the stolen or damaged
800 Container(s), at no charge to the service recipient, not more than one (1) time within
801 any twelve (12) month period. If the service recipient requests more than one (1)
802 replacement set of Containers per twelve (12) month period, the Contractor shall
803 make Containers available for purchase by the service recipient at a price not to
804 exceed the cost to Contractor of purchasing the Containers.
805

806 4.12 Litter Abatement.

- 807
- 808 A. **Minimization of Spills.** Contractor shall use due care to prevent Solid Waste
809 fluids from leaking being spilled and/or scattered during the Collection or
810 transportation process. If any material or fluids leak or are spilled during
811 Collection, Contractor shall promptly clean up all such materials. Each Collection
812 vehicle shall carry absorbent material, a broom and shovel at all times for this
813 purpose.
814

815 Contractor shall not transfer loads from one vehicle to another on any public street,
816 unless it is necessary to do so because of mechanical failure, accidental damage to
817 a vehicle, or a pre-approved method of Solid Waste transfer between vehicles,
818 without prior written approval by the Town.
819

- 820 B. **Clean Up.** During the Collection or transportation process, Contractor shall
821 clean up litter in the immediate vicinity of any storage area (including the areas
822 where Collection bins and debris boxes are delivered for Collection) whether or not
823 Contractor has caused the litter. Contractor shall discuss instances of repeated
824 spillage not caused by it directly with the Waste Generator responsible and will
825 report such instances to the Town. The Town will attempt to rectify such situations
826 with the Waste Generator if Contractor has already attempted to do so without
827 success.
828

- 829 C. **Covering of Loads.** Contractor shall properly cover all open debris boxes
830 during transport to the Disposal or Processing Site.
831

832 **4.13 Personnel.**

833 Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical,
834 management and other personnel as may be necessary to provide the services required
835 by this Agreement in a satisfactory, safe, economical and efficient manner in
836 accordance with all applicable Federal, State and local laws and regulations. If
837 additional personnel are required to meet the service standards of this Agreement,
838 Contractor shall provide such additional personnel if approved in advance by the
839 Town. All drivers shall be trained and qualified in the operation of vehicles they
840 operate and must possess a valid license, of the appropriate class, issued by the
841 California Department of Motor Vehicles and participate in periodic driver safety
842 trainings.

843
844 Contractor also agrees to establish and vigorously enforce an educational program
845 which will train Contractor's employees in the identification of Hazardous Waste.
846 Contractor's employees shall not knowingly place such Hazardous Waste in the
847 Collection vehicles, nor knowingly dispose of such Hazardous Wastes at the
848 Processing Facility or Disposal Site.

849
850 Contractor shall train its employees in courtesy, shall prohibit the use of loud or
851 profane language, and shall instruct Collection crews to perform the work quietly.
852 Contractor shall use its best efforts to assure that all employees present a neat
853 appearance and conduct themselves in a courteous manner. If any employee is found
854 to be discourteous or not to be performing services in the manner required by this
855 Agreement, Contractor shall take all necessary corrective measures including, but not
856 limited to, transfer, discipline or termination. If the Town has notified Contractor of a
857 Complaint related to discourteous or improper behavior, Contractor will consider
858 reassigning the employee to duties not entailing contact with the public while
859 Contractor is pursuing its investigation and corrective action process. Contractor shall
860 provide suitable operations, health and safety training for all of its employees who use
861 or operate equipment or who are otherwise directly involved in Collection or other
862 related operations.

863
864 Applicants, for employment with Contractor, shall be subject to the following
865 criteria:

- 866 a. Applicants shall be fit for duty
- 867 b. Applicants shall pass Contractor's drug tests
- 868 c. Applicant's driving records obtained from DMV shall meet Contractor's
869 requirements (drivers).

870 Contractor shall also provide comparable salary and benefits to such employees with
871 pre-existing medical conditions.

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876 **4.14 Identification Required.**

877 Contractor shall provide its employees and subcontractors with identification for all
878 individuals who may make personal contact with residents or businesses in the Service
879 Area. The Town may require Contractor to notify service recipients yearly of the form
880 of said identification. Contractor shall provide a list of current employees, and
881 subcontractors to the Town upon request.
882

883 **4.15 Fees and Gratuities.**

884 Contractor shall not, nor shall it permit any agent, employee, or subcontractors
885 employed by it, to request, solicit, demand, or accept, either directly or indirectly, any
886 compensation or gratuity for services or the Collection, transportation, Recycling,
887 Processing, and /or Disposal of Solid Waste, Recyclable Materials and Organics,
888 otherwise required under this Agreement.
889

890 **4.16 Non-Discrimination.**

891 Contractor shall not discriminate in the provision of service or the employment of
892 Persons engaged in performance of this Agreement on account of race, color, religion,
893 sex, age, sexual orientation, physical or mental disability or medical condition in
894 violation of any applicable Federal or State law.
895

896 **4.17 Change in Collection Schedule.**

897 Contractor shall notify the Town thirty (30) days prior to, and Residential service
898 recipients not later than fourteen (14) days prior to, any change in Residential
899 Collection operations which results in a change in the day on which Solid Waste,
900 Recyclable Materials, and Organics Collection occurs. Contractor shall not permit any
901 service recipient to go more than seven (7) days without service in connection with a
902 Collection schedule change.
903

904 **4.18 Report of Accumulation of Solid Waste; Unauthorized Dumping.**

905 Contractor shall direct its drivers to note (1) the addresses of any service recipients at
906 which they observe that Solid Waste is accumulating and is not being delivered for
907 Collection; and (2) the address, or other location description, at which Solid Waste has
908 been dumped in an apparently unauthorized manner. Contractor shall deliver the
909 address or description to the Town within five (5) working days of such observation.
910

911 **4.19 Contingency Plan.**

912 Contractor shall submit to the Town on or before the Effective Date of the Agreement,
913 a written contingency plan demonstrating Contractor's arrangements to provide
914 vehicles and personnel and to maintain uninterrupted service during breakdowns,
915 and in case of natural disaster or other emergency, including the events described in
916 Section 11.04.
917

918 **4.20 Collection Routes.**

919 Routes over which Contractor’s vehicles travel to effect the Collection and transport of
920 Solid Waste, Recyclable Materials and Organics shall be selected to minimize damage
921 to Service Area and private streets, inconvenience and disturbance to the public and
922 shall be subject to the approval of the Town. Contractor shall use due care to obey all
923 traffic laws and prevent materials being transported from being spilled or scattered
924 during transport. If any materials are spilled within the Service Area, Contractor shall
925 immediately clean up all spilled materials, whether on private or public property.
926

927 **4.21 Transportation of Solid Waste.**

928 Contractor shall transport and deliver all Solid Waste to the Neal Road Landfill.
929

930 **4.22 Transportation of Recyclable Materials and Organics.**

931 Contractor shall Collect, transport and deliver (or arrange for the transportation and
932 delivery of) all Recyclable Materials and Organics to a purchaser, a licensed Material
933 Recovery Facility, licensed Processing Facility, or a Person who will use the materials
934 in a process or product and will not dispose of them in a landfill. The Processing
935 Facility Contractor has designated shall be the City of Napa MDF in Napa Ca, owned
936 by the City of Napa or Northern Recycling Organics and C&D processing at Yolo
937 County facility. In accordance with Section 2.08, the Town reserves the right to direct
938 the Contractor to process Recyclable Materials and/or Organics at a particular licensed
939 Facility.
940

941 **4.23 Processing of Solid Waste.**

942 The Town, upon prior written notice to Contractor, reserves the right, prior to
943 Disposal, to direct portions of the Solid Waste stream Collected under this Agreement
944 to a Material Recovery Facility or Processing Facility for separation, reuse, and
945 Recycling of any Recyclable Materials or Organics contained therein. The Contractor
946 agrees to assist the Town by identifying loads suitable for processing in the Material
947 Recovery Facility. The Material Recovery Facility Contractor has designated shall be
948 the City of Napa MDF owned by the City of Napa or Northern Recycling Organics and
949 C&D processing at Yolo County facility. In accordance with Section 2.08, the Town
950 reserves the right to direct the Contractor to process Solid Waste, Recyclable Materials
951 and/or Organics at a particular licensed Facility.
952

953 **4.24 Disposition of Solid Waste.**

954 Contractor shall Dispose of all Solid Waste, Collected under this Agreement, at the
955 designated Disposal Site. The Disposal Site Contractor as designated shall be the Neal
956 Road Landfill owned by Butte County. In accordance with Section 2.08 the Town
957 reserves the right to direct Contractor to Dispose Solid Waste at another particular
958 licensed Disposal Site.
959

960 **4.25 Service Exceptions; Hazardous Waste Notifications.**
961

- 962 **A. Hazardous Waste Inspection and Reporting.** Contractor reserves the right and
963 has the duty under law to inspect Solid Waste, Recyclable Materials and Organics
964 put out for Collection and to reject Solid Waste, Recyclable Materials and Organics
965 observed to be contaminated with Hazardous Waste and the right not to Collect
966 Hazardous Waste put out with Solid Waste, Recyclable Materials and Organics.
967 Contractor shall notify all applicable agencies, if appropriate, including the
968 California Department of Toxic Substances Control and local emergency response
969 providers and the National Response Center of reportable quantities of Hazardous
970 Waste, found or observed in Solid Waste, Recyclable Materials and Organics
971 anywhere within the Service Area. In addition to other required notifications, if
972 Contractor observes any substances which it or its employees reasonably believe
973 or suspect to contain Hazardous Wastes unlawfully Disposed of or released on any
974 of the Town’s property, including storm drains, streets or other public rights of
975 way, Contractor shall immediately notify the Town.
976
- 977 **B. Hazardous Waste Diversion Records.** Contractor shall maintain records
978 showing the types and quantities, if any, of Hazardous Waste found in Solid Waste,
979 Recyclable Materials and Organics and which was inadvertently Collected from
980 service recipients within the Service Area but diverted from landfilling.
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**ARTICLE 5
OTHER SERVICES**

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5.01 Local Office and Truck Yard.

Contractor shall operate its local/regional office within the Town limits. Office hours shall be, at a minimum, from 8:00 A.M. to 4:00 P.M., Monday through Friday, exclusive of holidays. Responsible and qualified representatives (customer service representatives, office manager, etc) of Contractor shall be available during office hours for communication with the public at the local office. Normal office hour telephone numbers shall be a local call directed to the local office. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall also maintain a local or toll free telephone number for use during other than normal business hours. Contractor shall have a representative, answering or message providing/receiving (voice-mail) service available at said after-hours telephone number. Contractor's telephone system shall be able to track customer hold times and the number of calls received on a daily basis by each customer service representative.

Contractor shall locate its truck yard for purposes of parking and maintenance within the Town limits or shall obtain approval from the Town to locate the truck yard outside the Town limits. The Town's approval shall not be reasonably withheld.

Contractor shall locate E-waste and Recycle Center as well as its customer service and office within the Town limits.

5.02 Service Notice and Service Recipient Billing

A. Service Notice. Contractor shall periodically prepare and distribute, a notice to each service recipient entitled or mandated to receive service under this Agreement listing Contractor's standard service rates, rates for other services, annual holiday schedule, and a general summary of services required under this Agreement to be provided service recipients. Such notice shall be in form subject to the Town's approval prior to its distribution and may be included with Billings made by Contractor.

B. Billing. Contractor shall prepare, mail and collect bills (or shall issue written receipts for cash payments) from persons receiving Collection, Disposal, and Processing services. Billing shall be performed quarterly for each Residential account. Bills shall be mailed in advance of the provision of service but no more than one (1) month in advance. The Town shall have the right to revise the billing format (size, font, frequency, etc.) and to itemize certain charges and to review the Billing procedures. The Town may also direct Contractor to insert mailers relating to service with the Billings. The mailers must fit in standard envelopes and not

1028 increase the required postage. Contractor also agrees to insert with the Billings, at
1029 the Town's' expense for the incremental cost, mailers describing activities of the
1030 Town. The Town will provide not less than thirty (30) days notice to Contractor
1031 prior to the mailing date of any proposed mailing to permit Contractor to make
1032 appropriate arrangements for inclusion of the Town's materials. The Town will
1033 provide Contractor the mailers at least thirty (30) days prior to the mailing date.
1034 All Contractor generated mailers must be approved in advance by the Town with
1035 the exception of Contractor's quarterly newsletter.

1036
1037 Contractor shall maintain, for inspection by the Town, copies of said Billings and
1038 receipts, in chronological order, for a period of three (3) years after the date of
1039 service. Contractor may, at its option, maintain those records in computer form,
1040 on microfiche, or in any other manner, provided that the records can be preserved
1041 and retrieved for inspection and verification in a timely manner.

1042
1043 The Town shall establish, through execution of this Agreement, the initial rates for
1044 the types of service provided as shown in Exhibit F. Contractor shall bill and Collect
1045 at those rates. Service recipients will be considered delinquent sixty (60) days after
1046 start of the quarter in which the services are provided. Contractor may discontinue
1047 service to any account, if payment is not received by Contractor within thirty (30)
1048 days after the end of the quarter in which the bill was issued. Contractor must
1049 provide all accounts with written notice of its intent to discontinue service at least
1050 thirty (30) days prior to such discontinuance.

1051
1052 Contractor agrees to offer residential customers a Service Suspension for a
1053 minimum of four weeks up to six months. Contractor may establish a minimum
1054 charge subject to the approval of the Town. Each Single Family Dwelling shall be
1055 allowed two Service Suspensions per calendar year for a maximum of six months.

1056
1057 **C. Contractor as Billing Agent.** Contractor shall act as Billing agent on behalf of
1058 the Town. Revenues collected on behalf of the Town shall be handled as described
1059 in Article 3 of this Agreement.

1060
1061 **D. Review of Billings.** Contractor shall review its Billings to service recipients
1062 under Section 5.02.B. The purpose of the review is to determine that the amount
1063 which Contractor is billing each service recipient is correct in terms of the level of
1064 service (i.e., frequency of Collection, size of container, location of container) being
1065 provided to such service recipient by Contractor. Contractor shall review service
1066 recipient accounts not less than every other year, unless the Town shall direct
1067 Contractor to do so annually, and submit to the Town a written report of that
1068 review annually on the anniversary of the effective day of this Agreement. The
1069 intent of this Section 502.D is for the Town to receive reports on an annual basis
1070 which will cover the entire list of service recipients every other year. The scope of
1071 the review and the reviewer's work plan shall be submitted to the Town for
1072 approval no later than six (6) months before the submission of the first report.

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5.03 Service Recipient Complaint Resolution.

A. Complaint Documentation. All service Complaints shall be directed to Contractor. Daily logs of Complaints concerning Collection of Solid Waste, Recyclable Materials, and Organics shall be retained for a minimum of thirty-six (36) months and shall be available to the Town at all times upon twenty-four (24) hour notice.

Contractor shall log all Complaints received by telephone and said log shall include the date and time the Complaint was received, name, address and telephone number of caller, description of Complaint, employee recording Complaint and the action taken by Contractor to respond to and remedy Complaint.

All Complaints and inquiries shall be date-stamped when received and shall be initially responded to within one (1) business day of receipt. Contractor shall log action taken by Contractor to respond to and remedy the Complaint.

All service records and logs kept by Contractor shall be made available to the Town upon request and at no cost to the Town. The Town shall, at any time during regular Contractor business hours, have access to Contractor's Facilities, records and personnel for purposes that may include monitoring the quality of service or researching Complaints.

B. Resolution of Complaints.

1. Scope. The provisions of this Section 5.03.B.1 shall govern the procedure for reviewing Complaints. The provisions of this Section are not exclusive, are cumulative, and are in addition to any and all other remedies which may accrue to the Town as a result of Contractor's performance or failure to perform its duties and obligations, express or implied, hereunder, or otherwise as a result of Contractor's actions in violation of this Agreement.

Nothing in this Section 5.03.B is intended to affect the remedies of third parties against Contractor; nor will the imposition of service recipient charges prevent the imposition of liquidated damages by the Town pursuant to Section 11.03.

2. Town Manager's Review. All Complaints received or initiated by the Town shall be reviewed by the Town Manager who shall provide copies thereof to Contractor. The Town Manager shall review each Complaint to determine whether the Complaint can be resolved informally, or whether the formal action hereunder is warranted. If the Town Manager determines that formal action is warranted, he or she shall give written notice to Contractor and all

1117 interested parties of a hearing to be held by the Town Manager on each such
1118 Complaint not less than ten (10) days from the date of said notice.

1119
1120 At the Town Manager's hearing on the Complaint, Contractor may present
1121 its response thereto, including, but not necessarily limited to, a written
1122 response including supporting documents. Within ten (10) days following
1123 the hearing, the Town Manager shall make a determination upon the
1124 Complaint. The hearing conducted by the Town Manager shall be informal,
1125 and rules of evidence shall not apply, but the Town Manager may hear and
1126 consider such relevant statements, documents, or other materials as he or
1127 she shall determine appropriate under the circumstances.

1128
1129 If the Town Manager determines that Contractor has violated, or is in
1130 continuing violation of, its duties and obligations under this Agreement, or
1131 otherwise in violation of any of the provisions hereof, the Town Manager
1132 may issue a Compliance Order to Contractor. In all cases in which the Town
1133 Manager determines that the appropriate remedy should be termination or
1134 payment of compensatory damages, the Complaint shall be heard by the
1135 Town Council. If the Town Manager orders that the Complaint shall be
1136 heard by the Town Council, he or she shall prepare a written report to the
1137 Town Council which shall state his or her findings, the basis therefore, and
1138 a recommended action.

1139
1140 **3. Town's Solid Waste Committee and Town Council Review.** Contractor
1141 may appeal a Compliance Order issued by the Town Manager to the Town's
1142 Solid Waste Committee by filing a notice of appeal with the Clerk of the
1143 Town Council within ten (10) days of the date of the Town Manager's
1144 Compliance Order. The Clerk of the Town Council shall set the matter for
1145 hearing by the Town's Solid Waste Committee within thirty (30) days of
1146 receipt of the notice of appeal unless Contractor consents to an extension of
1147 the time for the hearing.

1148
1149 At its appeal hearing the Town's Solid Waste Committee shall consider the
1150 Complaint. If a Complaint is based upon the manner or quality of
1151 Contractor's service to service recipients or members of the public, the
1152 hearing shall be a public hearing. If a Complaint is based upon a violation
1153 of the standards and procedures implemented under this Agreement, the
1154 hearing may, but shall not necessarily, be a public hearing, as the Town
1155 Manager shall determine.

1156
1157 If, upon conclusion of the hearing and consideration of any advisory
1158 findings of fact, the Town's Solid Waste Committee determines that
1159 Contractor has violated, or is in continuing violation of, any of its duties and
1160 obligations, either express or implied, under this Agreement, the Solid
1161 Waste Committee may uphold a Compliance Order and/or make a

1162 recommendation to the Town Council to issue a Termination Order for
1163 violations described in Section 11.01 C, E, F, I, J or K, or Order for Payment
1164 of Compensatory Damages, as it deems appropriate. The Town's Solid
1165 Waste Committee's decision shall be the final administrative determination
1166 and shall be supported by written findings.

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1168
1169 **4. Remedies.**

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1171 **a. Named.** Remedies available to the Town pursuant to this Article
1172 include the issuance of a Compliance Order, Termination Order, or
1173 Order for Payment of Compensatory Damages, which terms are
1174 defined and described hereinafter. Such Orders may be issued subject
1175 to such terms and conditions as the Town Manager (in the case of
1176 Compliance Orders) and the Town's Solid Waste Committee (in the
1177 case of all such Orders issued by it) shall deem appropriate.

1178
1179 **b. Compliance Order.** A Compliance Order may be issued by the Town
1180 Manager or the Town's Solid Waste Committee upon a determination
1181 that Contractor has violated, or is in continuing violation of, any of
1182 its duties or obligations, either express or implied, under this
1183 Agreement, and shall direct Contractor forthwith to cease such
1184 violation, and may specify, if appropriate, the time within which such
1185 violation shall be remedied, and otherwise establish terms and
1186 conditions governing compliance there under.

1187
1188 **c. Termination Order.** If the Town's Solid Waste Committee
1189 determines that Contractor has violated, or is in continuing violation
1190 of, Section 11.01 C, E, F, I, J or K under this Agreement, the Town
1191 Council may order termination of this Agreement. Such Termination
1192 Order shall be effective not less than thirty (30) days from the date of
1193 the Termination Order. Contractor shall not be entitled to any further
1194 revenues from Collection operations authorized hereunder from and
1195 after the effective date of termination.

1196
1197 **d. Order for Payment of Compensatory Damages.** If the Town's Solid
1198 Waste Committee determines that Contractor has violated, or is in
1199 continuing violation of, any of its duties or obligations, either express
1200 or implied, under this Agreement, which has caused loss of revenues
1201 to the Town, or caused the Town to incur unnecessary costs or has
1202 caused loss or damages to any Person, it may order Contractor to pay
1203 compensatory damages therefore to the Town, or to the Person so
1204 damaged.
1205

1206 C. **Government Liaison.** Contractor shall designate in writing a "Government
1207 Liaison" who shall be responsible for working with the Town Manager and/or the
1208 Town Manager's designated representative(s) to resolve service recipient
1209 complaints.
1210

1211 **5.04 Education and Public Awareness.**

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1213 A. **General.** Contractor acknowledges and agrees that education and public
1214 awareness are critical, key, and essential elements of any efforts to achieve
1215 diversion and effectively manage Solid and Hazardous Waste. Accordingly,
1216 Contractor agrees to take direction from the Town to explore opportunities to
1217 expand public and service recipient knowledge concerning needs and methods to
1218 reduce, reuse, and recycle Solid Waste, and to cooperate fully with the Town in this
1219 regard. Contractor's public education plan is included as Exhibit C.
1220

1221 Contractor shall perform all of the public education activities related to the
1222 transition to new services, as described in Exhibit C and Exhibit H. These education
1223 activities shall include, but not be limited to: mailings prior to the start of service,
1224 flyers handed out, follow-up mailings or hand-outs related to the new services,
1225 commercial advertising, and the mailing and hand-outs of The Town's newsletters
1226 upon request.
1227

1228 B. **Content Approval.** Contractor shall make available to the Town, and the Town
1229 shall approve prior to its use, all public educational materials used by Contractor.
1230 At a minimum, Contractor materials will describe the specific types of Recyclable
1231 Materials and Organics, explain how to prepare materials for Collection, and
1232 explain how, where, and when to set out Containers for Collection.
1233

1234 All public educational materials shall be printed on or manufactured from recycled
1235 materials and contain the highest practical level of post-consumer content.
1236 Contractor's primary educational materials shall be available in English.
1237 Contractor may produce materials in additional languages for which there is a
1238 demand. Newsletters are to be posted on the Contractors website for minimum of
1239 previous four (4) publications.
1240

1241 C. **Community Events.** At the direction of the Town, Contractor shall participate
1242 in and promote diversion techniques at community events and local activities. Such
1243 participation would normally include providing, without cost, educational and
1244 publicity information promoting the goals of the Town's waste reduction and
1245 recycling programs.
1246

1247 D. **Notification to New Service Recipients.** Immediately upon request for new
1248 service, Contractor shall notify the new service recipients of the Recyclable
1249 Materials and Organics Collection services offered by Contractor. At the Town's
1250 request, such notification shall be available in languages other than English.

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5.05 Waste Generation/Characterization Studies.

Contractor will conduct annual waste characterization studies as required by SB 1383.

A. **Methodology.** The study shall include samples from each waste stream (MSW, Recyclables, and Organic Materials) to determine the ratio of Prohibited Container Contaminants, the Contractor shall use the following protocol:

1. The Contractor shall take one sample of at least two hundred (200) pounds from the material collected from each material stream. For example, Contractor shall take a two hundred (200) pound sample taken from the combined contents of the Organic Materials Container samples.
2. The two hundred (200) pound sample shall be randomly selected from different areas of the pile of collected material for that material stream.
3. For each two hundred (200) pound sample, the Contractor shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.
4. The Contractor shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.
5. All weights shall be recorded in pounds.

B. **Recordkeeping and Reporting.** Contractor shall maintain records of each study conducted and report results directly to the Town within fourteen (14) days of completing the study as well as include the results in the Contractor’s annual report.

5.06 Annual Route Reviews

A. **Methodology.** At least once annually, beginning in 2024, Contractor shall conduct a route review for each of its routes in compliance with the requirements of 14 CCR section 18984.5(b). The number of Containers to review per route shall be calculated on the basis of the number of Customers on a specific route for one week. For each route review, Contractor shall inspect at least the minimum number of Containers set forth in 1. thru 4. below, but may inspect more if Contractor deems necessary. Each inspection shall involve lifting the Container lid and observing the contents but shall not require Contractor to disturb the contents or open any bags. If Contractor observes Contamination, Contractor shall follow the provisions outlined in Exhibit H. Contractor may select the Containers to be inspected at random, or (if mutually agreed with the Town), by any other method not prohibited under the SB 1383

1295 regulations. Contractor will also collect photographic documentation during
1296 route reviews. For the avoidance of doubt, Contractor shall not be required to
1297 annually inspect every Container on a route. Contractor shall include the results
1298 of each route review in its next regularly scheduled report to the Town as
1299 required by Exhibit H.

- 1300
- 1301 1. For weekly routes with less than one thousand five hundred (1,500)
1302 Generators, the Contractor shall sample a minimum of twenty-five (25)
1303 Containers;
 - 1304 2. For weekly routes with one thousand five hundred to three thousand
1305 nine hundred ninety-nine (1,500-3,999) Generators, the Contractor shall
1306 sample a minimum of thirty (30) Containers;
 - 1307 3. For weekly routes with four thousand to six thousand nine hundred
1308 ninety-nine (4,000-6,999) Generators, the Contractor shall sample a
1309 minimum of thirty-five (35) Containers; and,
 - 1310 4. For weekly routes with seven thousand (7,000) or more Generators, the
1311 Contractor shall sample a minimum of forty (40) Containers.

1312

1313 B. **Contamination Notification.** Upon identification of Prohibited Container
1314 Contaminants in a Customer's Container, Contractor shall provide the
1315 Customer with a notice of Contamination as stated Exhibit H.

1316

1317 **5.07 Local Purchases**

1318

1319 Contractor shall purchase, at a minimum, the following supplies and services within
1320 the Town limits if they are available within the Town limits:

- 1321
- 1322 a. Vehicle supplies(fuel, tires, service parts, etc)
 - 1323 b. Office and facility supplies
 - 1324 c. Printing/publishing
 - 1325 d. Uniforms
 - 1326 e. Banking
 - 1327 f. Insurance

1328

1329 **5.08 Green Waste / Yard Waste Collection Transfer Station**

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1331 Contractor shall operate and manage the Town's Green Waste Collection Transfer
1332 Station if requested by the Town. Contractor agrees to operate the facility at the
1333 current established gate rate or at a rate approved and agreed upon by the Town
1334 Manager. Gate rates in subsequent years may be determined for adjustment by the
1335 Town Manager based upon an annual review of operations costs factors such as, but
1336 not limited to, current market for biomass fuels, Neal Road Landfill gate fees, CPI
1337 index, etc. The Town agrees to indemnify and hold harmless Contractor for past

1338 environmental liabilities and clean-up costs associated with known contamination at
1339 the facility.
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ARTICLE 6
CONTRACTOR'S RATES

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6.01 General.

A. Rate Resolution. The Town shall establish, by execution of this Agreement, the maximum rates for the services provided by the Contractor. The Town shall have the right to structure the rates as it deems appropriate provided revenues paid to the Contractor from charging such rate can be expected to generate sufficient revenues to provide for Contractor's Compensation as described herein.

B. Contractor's Compensation. The intent and goal of this Agreement is to provide the Contractor total compensation equal to the Pass-Through Costs plus the Operating Ratio Quotient with the Operating Ratio Quotient comprised of all Operating Expenses divided by the Operating Ratio. In furtherance of the foregoing, for each Fiscal Year of this Agreement the Town shall reasonably ensure that during each year of this Agreement the Gross Revenues collected by Contractor equal or exceed the Revenue Requirement. In the event that there exists a Cumulative Revenue Shortfall arising out of one or more years of operation then the rate shall be adjusted in order that the projected Cumulative Revenue Shortfall is reduced to zero over a period of not more than ten years. In the event that there exists a Cumulative Revenue Overage then the rate shall be downwardly adjusted in order to equalize the Revenue Requirement and the Gross Revenues Collected. Exhibit E hereto includes details with respect to annual rate adjustments and adjustments to the rate based on the Operating Ratio.

6.02 Initial Rates.

Solid Waste, Recyclable Materials and Organics. Contractor's rates for the first Rate Year (July 1, 2024 through June 30, 2025) shall equal those initial rates as set forth in Exhibit E. The revenue from such rates shall be the complete compensation due the Contractor for the services performed by the Contractor for the first Rate Year of this Agreement.

6.03 Subsequent Rates for Fiscal Rate Years.

A. General. For each Rate Year beginning July 1, 2025, and continuing each year thereafter, rates shall be adjusted as described below. For purposes of this calculation, rates shall be composed of three (3) components: a monthly Collection Rate, a monthly Disposal Rate, and a Franchise Fee.

- 1386 **B. Monthly Collection Rate Adjustment.** The monthly Solid Waste, Recycling,
1387 and Yard Waste Collection Rates shall be adjusted upward or downward in order
1388 to ensure that, during each Rate Year, the Contractor will receive payments totaling
1389 the Revenue Requirement (as further described in Exhibit E). Notwithstanding the
1390 foregoing, in no event shall rates be increased more than the following percentages
1391 during the term of this Agreement (calculated on a year-over-year basis):
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- 1393 2024 through 2027 – 8% per annum
1394 2028 through 2032 – 5% per annum
1395 2033 through 2040 – 2.5% per annum
1396
- 1397 **C. Monthly Disposal Rate Adjustment.** The monthly Disposal Rate shall be
1398 adjusted based upon the percentage change in the gate rate at the Designated
1399 Disposal Site.
1400
- 1401 **D. Franchise and Other Fee Adjustment.** The Franchise Fee component shall be
1402 calculated by adding the monthly Collection Rate and the monthly Disposal Rate
1403 and multiplying the resulting total by the Franchise Fee enumerated in Exhibit D.
1404 The Other Fee component is composed of charges for the Vehicle Impact Fee and
1405 other miscellaneous fees, as determined by the Town.
1406
- 1407 **E. Contractor's Notice of Rate.** On or before June 1 of each rate year the Contractor
1408 shall provide the Town with written notice calculating any adjustments to be made
1409 effective for the following Rate Year beginning July 1 (the “**Notice of Rate**
1410 **Adjustment**”). The Notice of Rate Adjustment shall calculate the monthly
1411 Collection Rate, the monthly Disposal Rate, and the Franchise Fee for the Rate Year
1412 beginning July 1 following the Notice of Rate Adjustment and shall be calculated
1413 based on the Contractor’s audited financials for the year ending December 31 of
1414 the immediately prior calendar year. Following the delivery of a Notice of Rate
1415 Adjustment the Town shall have thirty (30) days to make objection to the Notice of
1416 Rate Adjustment which objection shall be limited to errors in calculation, errors in
1417 assumptions or any misrepresentation contained in the Notice of Rate Adjustment.
1418 If no objection to a Notice of Rate Adjustment is made by the Town within thirty
1419 (30) days of receipt, then the rate adjustments contained in the Notice of Rate
1420 Adjustment shall be deemed effective as of the July 1 following the Notice of Rate
1421 Adjustment. In the event the Town makes a written objection to a Notice of Rate
1422 Adjustment then any such objections shall be resolved forthwith between the
1423 parties and, if no resolution is agreed, then by dispute resolution pursuant to the
1424 terms of Section 12.22.
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ARTICLE 7
REVIEW OF SERVICES AND PERFORMANCE

7.01 Performance Hearing.

The Town may hold a public hearing on or about the first anniversary date of this Agreement and on or about each subsequent anniversary, at which time Contractor shall be present and shall participate, to review its services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, waste reduction, Recycling, Organics diversion, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, waste reduction and diversion system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Within forty-five (45) days after receiving notice from the Town of a Solid Waste performance review hearing, Contractor shall, at a minimum, submit a report to the Town indicating changes recommended and/or new services to improve the Town's ability to meet the Town's waste reduction and recycling obligations and goals and to contain costs and minimize impacts on rates.

The reports required by this Agreement regarding service recipient Complaints shall be used as one basis for review. Contractor may submit other relevant performance information and reports for consideration. The Town may request Contractor to submit specific information for the hearing. In addition, any service recipient may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste performance hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, service recipient Complaints, amendments to this Agreement, developments in the applicable laws and regulations, new initiatives for meeting or exceeding waste reduction and recycling goals, regulatory constraints and Contractor performance. The Town and Contractor may each select additional topics for discussion at any performance review hearing.

Not later than sixty (60) days after the conclusion of each performance hearing, the Town may issue a report. As a result of the review, the Town may require Contractor to provide expanded or new services within a reasonable time and for reasonable rates and compensation and the Town may direct Contractor to take corrective actions for any performance inadequacies.

7.02 Annual Diversion Program Review.

Beginning on the Effective Date of the Agreement, and then on an annual basis thereafter, Contractor shall meet with the Town to describe the progress of each active diversion program. Contractor should document the results of the programs on a

1472 monthly basis, including at a minimum the tonnage diverted by material type, the end
1473 use or processor of the diverted materials and the cost per ton for transporting and
1474 processing each type of material and other such information requested by the Town
1475 or any other government entity as may be necessary to evaluate the performance of
1476 each program.

1477
1478 At each annual meeting, the Town and Contractor shall have the opportunity to revise
1479 a program based on mutually agreed upon terms. The Town shall have the right to
1480 terminate a program if in its sole discretion, the Contractor is not cost effectively
1481 achieving the program's goals and objectives. Prior to such termination, the Town
1482 shall meet and confer with the Contractor for a period of up to 90 days to resolve the
1483 Town's concerns. Thereafter, the Town may utilize a third party to perform these
1484 services if the Town reasonably believes the third party can improve on Contractor's
1485 performance and/or cost. Notwithstanding these changes, Contractor shall continue
1486 the program during the meet and confer period and, thereafter, until the third party
1487 takes over the program.

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ARTICLE 8
RECORDS, REPORTS AND INFORMATION REQUIREMENTS

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8.01 General.

Contractor shall conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of the Town (including AB939) and other Federal and State and local laws and regulations and the requirements of this Agreement. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction or approval of Town, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency. Records and reporting may be revised to reflect current record keeping and reporting.

8.02 Records.

A. General. In order to administer this Agreement it is necessary for Contractor to maintain accurate, detailed financial and operational information in a consistent format and to make such information available to the Town in a timely fashion. Contractor shall maintain records required to conduct its operations, to support requests it may make to the Town, and to respond to requests from the Town in the conduct of Town’s business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years after the expiration of this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to the Town and its official representatives during normal business hours.

B. Inspection and Retention of Records.

1. Contractor's Accounting Records. Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to and showing the basis for computation of all costs associated with providing services under this Agreement. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.

1531 **2. Inspection of Records.** The Town, and/or agents selected by the Town,
1532 shall have the right, during regular business hours, to conduct
1533 unannounced on-site inspections of the records and accounting systems of
1534 Contractor and to make copies of any documents relevant to this
1535 Agreement.

1536 **3. Retention of Records.** Unless otherwise herein required, Contractor shall
1537 retain all records and data required to be maintained by this Agreement
1538 for at least five (5) years.

1539
1540 Records and data required to be maintained that are specifically directed to
1541 be retained shall be retrieved by Contractor and made available to the Town.
1542

1543 Records and data required to be maintained that are not specifically directed
1544 to be retained that are, in the sole opinion of the Town, material to
1545 establishing rates or to a determination of the Contractor's performance
1546 under this Agreement, shall be retrieved by Contractor and made available
1547 to the Town.
1548

1549 Records and data required to be maintained that are not specifically directed
1550 to be retained and that are not material to establishing rates and/or not
1551 required for the determination of the Contractor's performance do not need
1552 to be retrieved by Contractor. In such a case, however, the Town may make
1553 reasonable assumptions regarding what information is contained in such
1554 records and data, and such assumption shall be conclusive in whatever
1555 action the Town takes.
1556

1557 **4. Delivery of Financial Statements, Auditors' Reports.** Financial statements
1558 shall show Contractor's results of operations on a combined basis for the
1559 Town, including the specific revenues and expenses in connection with the
1560 operations provided for in this Agreement and others included in such
1561 financial statements. The financial statements shall be prepared in
1562 accordance with Generally Accepted Accounting Principles (GAAP). The
1563 financial statements shall be prepared by the Contractor and marked
1564 "unaudited". Such statements should include a certification by the
1565 Contractor's Chief Financial Officer. The financial statements for Rate
1566 Years shall have been examined by and shall be accompanied by the report
1567 of an independent certified public accountant (CPA) licensed (in good
1568 standing) to practice public accounting in the State of California as
1569 determined by the State of California Consumer Affairs Board of

1570 Accountancy. Such accountant's representation shall include that it has
1571 examined the Contractor's financial statements in accordance with
1572 Generally Accepted Auditing Standards (GAAS) and the accountant's
1573 opinion that such statements have been prepared in accordance with
1574 Generally Accepted Accounting Principles (GAAP) consistently applied
1575 and fairly reflect the results of operations and Contractor's financial
1576 condition.

1577
1578 **C. Solid Waste Records.** Records shall be maintained and made available to the
1579 Town within 24 hours of written request relating to:

- 1580 1. Service recipient services and billing;
- 1581 2. Character, weight and volume of Solid Waste by type (e.g., Solid Waste,
1582 Recyclable Materials, and Organics) and line of business (can/cart service,
1583 bin service, roll-off service, compactor service) especially as related to
1584 reducing and diverting Solid Waste.
- 1585 3. Routes;
- 1586 4. Facilities, equipment and personnel used;
- 1587 5. Facilities and equipment operations, maintenance and repair;
- 1588 6. Processing and Disposal of Solid Waste;
- 1589 7. Types and quantities of Hazardous Waste inadvertently Collected but
1590 diverted from landfilling;
- 1591 8. Complaints; and,
- 1592 9. Missed Pick-ups.

1593
1594 Contractor shall maintain records of all Solid Waste Collected in the Town's
1595 Service Area for the period of this Agreement and all extensions to this
1596 Agreement or successor Agreements. In the event the Town requests certain
1597 records or Contractor discontinues providing services to the Town, Contractor
1598 shall provide all records of all Solid Waste requested to the Town within thirty
1599 (30) days of discontinuing service. Records shall be in chronological and
1600 organized form and readily and easily interpreted.

1601
1602 **D. CERCLA Defense Records.** The Town views the ability to defend against
1603 CERCLA and related litigation as a matter of great importance. For this reason, the

1604 Town regards the ability to prove where Solid Waste Collected in the Service Area
1605 was taken for Transfer or Disposal, as well as where it was not taken, to be matters
1606 of concern. Contractor shall maintain data retention and preservation systems
1607 which can establish where Solid Waste Collected in the Service Area was disposed
1608 of (and therefore establish where it was not landfilled). This provision shall survive
1609 the expiration of the period during which Collection services are to be provided
1610 under this Agreement. Contractor shall maintain these records for a minimum of
1611 ten (10) years. Contractor shall provide these records to the Town in an organized
1612 and indexed manner rather than destroying or disposing of them.

1613
1614 **E. Recyclable Materials and Organics Records.** Records shall be maintained for
1615 the Town that relate to:

- 1616 1. Records described in Section 8.02.C, above and Exhibit H;
- 1617 2. Recyclable Materials, and Organics Collection weekly and /or bi-weekly
1618 participation rates.
- 1619 3. Recyclable Materials sales value;
- 1620 4. Weight of material by type; and,
- 1621 5. End use and markets.

1622
1623 **F. Other Programs' Records.** Records for other programs shall be tailored to
1624 specific needs. In general, they shall include:

- 1625 1. Plans, tasks, and milestones; and,
- 1626 2. Accomplishments in terms such as dates, activities conducted, quantities of
1627 products used, produced or distributed, and numbers of participants and
1628 responses.

1629
1630 **8.03 Reports.**

1631
1632 **A. Report Formats and Schedule.** Records shall be maintained in forms and by
1633 methods that facilitate flexible use of data contained in them to structure reports,
1634 as needed. Reports are intended to compile recorded data into useful forms of
1635 information that can be used to, among other things:

- 1637 1. Determine the number of subscribers to each service by service level, and
1638 the total revenues generated.

- 1639 2. Determine the total quantity of material Collected, transferred, Recycled
1640 processed and / or disposed through each program and service, by
1641 material type.
- 1642 3. Evaluate past and expected progress towards achieving the Town's
1643 diversion goals and objectives;
- 1644 4. Determine needs for adjustment to programs; and, evaluate service
1645 recipient service and Complaints.
- 1646 5. Prepare AB 939, AB 341, AB 1826, and AB 1383 reports and any and all
1647 other State required reports.

1648
1649 Contractor may propose report formats that are responsive to the objectives and
1650 audiences for each report. The format of each report shall be approved by the
1651 Town. Contractor agrees to submit all reports on computer discs or by modem in
1652 a format compatible with Town's software/computers at no additional charge, if
1653 requested by the Town. Contractor will provide a certification statement, under
1654 penalty or perjury, by the responsible Contractor official, that the report being
1655 submitted is true and correct to the best knowledge of such official after their
1656 reasonable inquiry.

1657
1658 Annual Reports shall be submitted not later than April 1st following the calendar
1659 year.

1660
1661 All reports shall be submitted to:

1662
1663 Town of Paradise
1664 Town Hall
1665 5555 Skyway
1666 Paradise, CA 95969
1667 Attn: Town Manager
1668

1669 **B. Annual Reports.** Annual Reports are to include the following information and
1670 the information listed under Sections C and D below, at a minimum, compiled and
1671 reported for each month of the year, and as an annual total. Annual totals are also
1672 to be provided for all previous years of the Agreement for purposes of comparison.
1673 The information listed below shall be the minimum reported for each service. To
1674 the extent that the requested information is not tracked directly by the Contractor
1675 or can not be specifically established due to the nature of the Contractor's
1676 operations, the Contractor shall present to the Town a proposed method for
1677 estimating the required information, the reasonableness of which shall be subject
1678 to the approval of the Town.
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- 1. Solid Waste Collection Services.**
 - a. Solid Waste tons Collected by Contractor, allocated between Residential cart service, Commercial cart and bin service, roll-off and compactor service.
 - b. Number of subscribers by service level
 - c. Subscriber data including name, address, and service level
 - d. Total Gross Revenues by service level, including revenues generated by each type of "Extra Services".
 - e. Number of Disabled Accounts.
 - f. Number of compactor accounts, size of compactors and number and size of compactors provided by the Contractor.
 - g. Number of debris-box pulls by bin size.
 - h. Tons processed and recovered through each processing operation including Construction Demolition Debris Recovery Program, Material Recovery Facility and any other processing operations
 - i. Complaint summary, for month and cumulative for report year, as above. Data shall be summarized by nature of Complaints on a compatible computer disc.
 - j. Narrative summary of problems encountered (including scavenging) and actions taken with recommendations for the Town, as appropriate.
 - k. Description of promotional and public education materials created or distributed.
 - l. A summary or copy of the Hazardous Waste records required under Sections 8.02.C and 8.02.D.
 - m. Other information or reports that the Town may reasonably request or require.
 - 2. Recyclable Materials and Organics Services.** Contractor shall provide the same information as Solid Waste service, but for Recyclable Materials and Organics services, Contractor shall provide:

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- a. Total tons diverted by each program/service (e.g., Residential Curbside Recycling, Residential Organics, Commercial Recycling), by material type and end use.
 - b. Number of accounts for each program/service, number and size of Containers and total tons Recycled by material type.
 - c. Participation and set-out rates in same format as number of accounts.
 - d. Recyclable Materials sales revenue by material type.
- 3. Other Programs.** For each program, provide activity related and narrative reports on goals and milestones and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.
- 4. Summary Assessment.** Provide a summary assessment of the overall Franchised Services from Contractor's perspective relative to financial and physical status of program. The physical status summary is to report: operating efficiency, economy and effectiveness of the program relative to the goals and objectives of this Agreement including particularly the Town's diversion goals; provide recommendations and plans to improve; highlight significant accomplishments and problems.
- 5. Annual reports to the Town must also include:**
- a) **Compliance**
Contractor must document education and outreach conducted, public event participation, school visits, compliance notices mailed, site visits to meet the requirements of SB 1383, service level audits completed, information distributed, and media used, and community events hosted. This must include public education activities undertaken during the year, including distribution of bill inserts, collection notification tags, community information and events, tours and other activities related to the provision of Collection services. Contractor shall also provide copies of all outreach and education information (including flyers, brochures, newsletters, invoice messaging, website and social media postings,

1759 emails, and other electronic messages), including the date the
1760 information was disseminated or the direct contact made. For
1761 website and social media postings, this shall be the date posted.
1762 Contractor must report the total number of Commercial Customers
1763 serviced and the number of Containers, Container sizes and
1764 frequency of Collection for Solid Waste and Organic Materials for
1765 each non-exempt Commercial Customer. The total number of non-
1766 exempt Commercial Customers that fall under the AB 341 or AB
1767 1826 thresholds, and the total number of those non-exempt
1768 Commercial Customers that are not subscribed to Commercial
1769 Organic Materials Collection Service.

1770 A summary of the type of follow-up outreach that was provided to
1771 those non-exempt Commercial Customers that are not subscribed to
1772 Commercial Organic Materials Collection Service.

1773 **b) Route Reviews**

1774 Contractor shall report the date that Contamination route reviews
1775 were conducted, the name and title of each person that conducted
1776 the reviews, a list of the account names and addresses covered by
1777 the review, and a description of each route reviewed, including
1778 Contractor's route number. Contractor shall also provide details
1779 regarding the results of the reviews (i.e., the addresses where any
1780 Prohibited Container Contaminants were found), and any
1781 photographs taken.

1782 **C. Monthly/Quarterly Reports.**

1783 **1. Compliance Reviews**

1784 Contractor shall report the date that compliance reviews were conducted,
1785 and the name and title of each person that conducted the reviews.
1786 Contractor shall report the results of the review (i.e., Contractor's findings
1787 as to whether the Service Recipients reviewed are subscribed for Organic
1788 Materials collection service, have an applicable waiver, or neither) and any
1789 relevant evidence supporting such findings (e.g., account records).
1790 Contractor shall provide copies of any educational materials issued
1791 pursuant to such reviews. Contractor shall report to the Town all Customers
1792 discovered to be out of compliance with the SB 1383 Regulations, including
1793 a list of the Customers, the type of violation, actions taken to educate those
1794 Customers, and contact information for those Customers. This includes
1795
1796

1797 identifying Residential and Commercial Customers that are subscribed to
1798 Solid Waste Collection service but that are not subscribed Organic Materials
1799 Container Collection service. Contractor must also provide the following
1800 information:

- 1801 - The total number of non-compliance complaints
- 1802 - Total number of waiver requests

1803

1804 **2. Contamination**

1805

1806 To the extent required by Applicable Law, the quarterly report must include
1807 a summary of all instances of qualifying Contamination under the
1808 procedures in Section 5.06 of the Agreement. This summary must include
1809 the total number of accounts where Contamination occurred, the total
1810 number of Contamination Violation Notices issued by Contractor to
1811 Customers, a list of accounts where such notices occurred, and the total
1812 number of instances where Container size or Collection frequency was
1813 increased specifically due to Contamination. Within twenty (20) working
1814 days of request by the Town, Contractor will provide copies of the
1815 Contamination Violation Notices and the digital documentation of
1816 Contamination. The quarterly report must include each Customer incurring
1817 a charge for Contamination in the previous quarter. Contractor shall provide
1818 a description of Contractor's process for determining the level of Container
1819 Contamination under the Agreement. Contractor shall provide
1820 documentation relating to observed Prohibited Container Contaminants,
1821 whether observed during route reviews or otherwise. Contractor shall
1822 provide copies of the form of each notice issued to Customers for Prohibited
1823 Container Contaminants, as well as, for each such form, a list of the
1824 Customers to which such notice was issued, the date of issuance, the
1825 Customer's name and service address, and the reason for issuance (if the
1826 form is used for multiple reasons). This information will also be provided
1827 monthly to any other government entity approved by the Town. Contractor
1828 shall report the number of times notices were issued to Customers for
1829 Prohibited Container Contaminants and the number of Containers where
1830 the contents were disposed due to observation of Prohibited Container
1831 Contaminants.

1832

1833 **3. Service Recipient Complaint Log**

1834

1835 The quarterly report must include the Customer call log collected from the
1836 previous quarter, including a summary of the type and number of
1837 complaints and their resolution.

1838

1839 **4. Missed Pickups**

1840

1841 The quarterly report must include a summary of each Customer
1842 experiencing a missed pickup in the previous quarter along with a
1843 description or the reason for the missed pickup.

1844
1845 **5. Non-Collection**

1846
1847 The quarterly report must include a summary of each Customer receiving a
1848 Non-Collection Notice in the previous quarter along with a description for
1849 the Non-Collection Notice.

1850
1851 **6. On-hold Accounts**

1852
1853 The quarterly report must include each Customer that was not billed in the
1854 previous quarter due to vacation hold, vacancy, etc.

1855
1856 **7. Waiver Requests**

1857
1858 The quarterly report must include the total number of waiver requests
1859 received and the total number of waivers approved.

1860
1861 **8. Special Events**

1862
1863 The quarterly report must include the number of special events and disposal
1864 tonnage, including a summary of the services provided and educational
1865 materials distributed.

1866
1867
1868 **D. Additional Reporting.** The Town reserves the right to require reasonable changes
1869 to the content and/or format of any and all reports that the Contractor is required
1870 to provide to the Town under the Agreement. The Town also reserves the right to
1871 require the Contractor to provide any other information that it reasonably deems
1872 necessary for effectively administering its franchise with the Contractor in a
1873 complete and timely manner, with the understanding that determination of
1874 additional information does not impose additional costs on the Contractor. Reports
1875 shall be submitted in electronic format, with all numeric information submitted in
1876 MS Excel.

1877
1878 Contractor must furnish Town with any additional reports as may reasonably be
1879 required, such reports to be prepared within a reasonable time following the
1880 reporting period. Contractor will provide reasonable assistance to the Town in
1881 preparing annual reports to CalRecycle (the "Electronic Annual Report" or EAR),
1882 including but not limited to supplying required data for preparation of the reports,
1883 and completing all required data input in the waste reporting software system. In
1884 the event that CalRecycle requires the Town to report an Implementation Schedule
1885 to comply with AB 341, AB 1826, SB 1383, SB 1594 and other Applicable Laws,
1886 Contractor will provide assistance to the Town in preparing a report, including

1887 Contractor's policies and procedures related to compliance with AB 341, AB 1826,
1888 SB 1383, and other Applicable Laws and how Recycling or Organic Materials are
1889 Collected, a description of the geographic area, routes, list of addresses served and
1890 a method for tracking Contamination, copies of route audits, copies of notices of
1891 Contamination, copies of notices, violations, education and enforcement actions
1892 issued, and copies of educational materials, flyers, brochures, newsletters, website,
1893 and social media..

1894
1895 **E. Resource Recovery Plan.** As part of its Annual Report to the Town described
1896 in Section 8.03.B, Contractor shall submit to the Town an annual proposal
1897 describing proposed resource recovery programs, their diversion potential and
1898 associated detailed costs for programs that Contractor believes can significantly
1899 increase diversion. Within sixty days, the Town shall respond to the Plan in
1900 writing. If the Parties reach agreement on implementation of additional programs,
1901 Contractor shall be obligated to implement those programs on a schedule and for
1902 a cost agreed to by the Parties.

1903
1904

1905 **8.04 Adverse Information.**

1906
1907 **A. Reporting Adverse Information.** Contractor shall provide the Town two (2)
1908 copies (one to the Town Manager, one to the Town's Attorney) of all reports,
1909 pleadings, applications, notifications, Notices of Violation, communications or
1910 other material relating specifically to Contractor's performance of services
1911 pursuant to this Agreement, submitted by Contractor to, or received by Contractor
1912 from, the United States or California Environmental Protection Agency,
1913 CalRecycle, the Securities and Exchange Commission or any other Federal, State or
1914 local agencies, including any Federal or State court. Copies shall be submitted to
1915 the Town simultaneously with Contractor's filing or submission of such matters
1916 with said agencies. Contractor's routine correspondence to said agencies need not
1917 be routinely submitted to the Town but shall be made available to the Town
1918 promptly upon the Town's written request.

1919
1920 **B. Failure to Report.** The refusal or failure of Contractor to file any required
1921 reports, or to provide required information to the Town, or the inclusion of any
1922 materially false or misleading statement or representation by Contractor in such
1923 report shall be deemed a material breach of the Agreement as described in Section
1924 11.01 and shall subject Contractor to all remedies which are available to the Town
1925 under the Agreement or otherwise.

1926

1927 **8.05 Right to Inspect Records.**

1928 The Town shall have the right to inspect or review the payroll tax reports, specific
1929 documents or records required expressly or by inference pursuant to this Agreement,
1930 or any other similar records or reports of Contractor or its Related Party Entities that

1931 the Town shall deem, in its sole discretion, necessary to evaluate annual reports,
1932 compensation applications provided for in this Agreement and Contractor's
1933 performance provided for in this Agreement.
1934

ARTICLE 9
INDEMNIFICATION, INSURANCE AND BOND

1935
1936
1937
1938 **9.01 Indemnification.**
1939

1940 **A. General Indemnification.** Contractor shall indemnify, defend and hold
1941 harmless, at Contractor's sole cost and expense, the Town, its officers, employees
1942 and agents, from and against any and all loss, liability, penalty, forfeiture, claim,
1943 demand, action, proceeding or suit, of any and every kind and description, whether
1944 judicial, quasi-judicial or administrative in nature including, but not limit to, injury
1945 to and death of any Person and/or damage to property or for contribution or
1946 indemnity claimed by third parties (collectively, the "Claims"), arising out of or
1947 occasioned in any way by, directly or indirectly, Contractor's performance of, or its
1948 failure to perform, its obligations under the Agreement, but not limited to,
1949 Contractor's failure to comply with applicable laws or the Contractor's breach of
1950 its representation and warranties in this Agreement. The foregoing shall also apply
1951 if the Claim is caused by the joint negligence of the Town and Contractor, but only
1952 to the extent to Contractor's negligence. This indemnification will not extend to
1953 Claims to the extent they are caused by the sole negligence or intentional
1954 misconduct or omission of the Town. This general indemnification provision shall
1955 survive the termination of this Agreement.
1956

1957 **B. Hazardous Substance Indemnification.** Contractor shall indemnify, defend
1958 with counsel selected by the Town, protect and hold harmless the Town and their
1959 officers, directors, employees, volunteers, and agents, and member agencies, their
1960 officers, directors, employees, volunteers, and agents, (collectively, indemnitee)
1961 from and against all claims, damages (including but not limited to special,
1962 consequential, natural resources and punitive damages), injuries, costs, (including
1963 without limit any and all response, remediation and removal costs), losses,
1964 demands, debts, liens, liabilities, causes of action, suits, legal or administrative
1965 proceedings, interest, fines, charges, penalties, and expenses (including without
1966 limit attorneys' expert witness fees and costs incurred in connection with
1967 defending against any of the foregoing or in enforcing this indemnity),
1968 (Collectively, "Damages") or any kind whatsoever paid, incurred or suffered by,
1969 or asserted against, indemnitee arising from or attributable to the acts or omissions
1970 of Contractor, its officers, directors, employees, companies or agents, whether or
1971 not negligent or otherwise culpable, in connection with or related to the
1972 performance of this Agreement, including without limit damages arising from or
1973 attributable to any operations, repair, clean-up or detoxification, or preparation
1974 and implementation of any removal, remedial, response, closure, post-closure or
1975 other plan (regardless of whether undertaken due to governmental action)
1976 concerning any Hazardous Substance, Hazardous Waste, and/or construction and
1977 street debris, or other waste Collected under this Agreement. This indemnity
1978 afforded indemnitee, shall be limited only to exclude coverage for intentional
1979 wrongful acts and active negligence of indemnitee, indemnitee delivery of material

1980 to Contractor which does not conform to the descriptions of Solid Waste under this
1981 Agreement and as provided below. The forgoing indemnity is intended to operate
1982 as an agreement in recognition of §107(e) of the Comprehensive Environmental
1983 Response, Compensation and Liability Act, CERCLA, 42 USC. §9607(e) and
1984 California Health and Safety Code §25364, to defend, protect, hold harmless, and
1985 indemnify the Town from liability. This provision is in addition to all other
1986 provisions in this Agreement and is intended to survive the end of the Term of this
1987 Agreement. Nothing in this paragraph shall prevent Contractor from seeking
1988 indemnification or contribution from Persons or entities other than indemnitee, for
1989 any liabilities incurred by Contractor, or the indemnitee. As appropriate,
1990 Contractor's parent company should provide the guarantees necessary to meet this
1991 provision.
1992

1993 Should the Town contract for or direct the Disposal of Solid Waste to a Transfer Station
1994 or landfill not owned or solely operated by Contractor or an Affiliate, then in that
1995 event, Contractor's Hazardous Substances indemnification and other indemnitee shall
1996 not apply to claims, damages, legal proceedings or other liabilities arising from or
1997 relating to such non-Contractor owned or operated Transfer Station or Disposal
1998 Facility.

1999 **9.02 CalRecycle Indemnification.**

2000 In addition to all other relief provided to the Town under this Agreement, Contractor
2001 agrees to indemnify and hold harmless the Town, their officers, directors, Councils,
2002 employees, and agents from and against all fines and/or penalties imposed by
2003 CalRecycle in the event the source reduction and Recycling goals or any other
2004 requirement of the Act are not met by the Town with respect to the waste stream
2005 Collected under this Agreement and such failure is due to the failure of Contractor to
2006 meet its obligations under this Agreement and/or for delays in providing information
2007 that prevents the Town from submitting reports required by AB 939, AB 341, AB 1826,
2008 and SB 1383 in a timely manner.
2009

2010 **9.03 Insurance.**

2011 **A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:
2012
2013

- 2014 **1.** The most recent editions of Insurance Services Office form number GL
2015 0002 covering Comprehensive or Commercial General Liability and
2016 Insurance Services Office form number GL 0404 covering Broad Form
2017 Comprehensive or Commercial General Liability; or Insurance Services
2018 Office Commercial General Liability coverage ("occurrence" form CG
2019 0001).

- 2020 2. The most recent editions of Insurance Services Office form number CA
 2021 0001 covering Automobile Liability, code 1 "any auto" and endorsement
 2022 CA 0025.
- 2023 3. Workers' Compensation insurance as required by the Labor Code of the
 2024 State of California and Employers Liability insurance.
- 2025
 2026 **B. Minimum Limits of Insurance.** Contractor shall maintain limits no less than:
 2027
- 2028 1. Comprehensive General Liability: Five Million Dollars (\$5,000,000)
 2029 combined single limit per occurrence for bodily injury, Personal injury and
 2030 property damage.
- 2031 2. Automobile Liability: Five Million Dollars (\$5,000,000) combined single
 2032 limit per accident for bodily injury and property damage.
- 2033 3. Workers' Compensation and Employers Liability: Workers' compensation
 2034 limits as required by the Labor Code of the State of California and
 2035 Employers Liability limits of \$1,000,000 per accident.
- 2036
 2037 **C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured
 2038 retentions are the responsibility of Contractor and shall be declared to the Town.
 2039 At the option of the Town, either: the insurer shall reduce or eliminate such
 2040 deductibles or self-insured retentions as respects the Town, its officials and
 2041 employees, directors, agents and volunteers; or Contractor shall procure a bond
 2042 guaranteeing payment of losses and related investigations, claim administration
 2043 and defense expenses.
 2044
- 2045 **D. Other Insurance Provisions.** The policies are to contain, or be endorsed to
 2046 contain, the following provisions:
- 2047 1. General Liability and Automobile Liability Coverage
- 2048 a. The Town, their officials, employees, directors, agents and volunteers
 2049 are to be covered as additional insured as respects: liability arising
 2050 out of activities performed by or on behalf of Contractor; products
 2051 and completed operations of Contractor; Premises owned, leased or
 2052 used by Contractor; or automobiles owned, leased, hired or
 2053 borrowed by Contractor. The coverage shall contain no special
 2054 limitations on the scope of protection afforded to the Town, its
 2055 officials, employees or volunteers.
 2056

2057 b. Contractor's insurance coverage shall be primary insurance as
2058 respects the Town, its officials, directors, employees and volunteers.
2059 Any insurance or self-insurance maintained by the Town, its officials,
2060 employees, directors, agents or volunteers shall be excess of
2061 Contractor's insurance and shall not contribute with it.
2062
2063 c. Any failure to comply with reporting provisions of the policies shall
2064 not affect coverage provided to the Town, its officials, employees,
2065 directors, agents or volunteers.
2066
2067 d. Coverage shall state that Contractor's insurance shall apply
2068 separately to each insured against whom claim is made or suit is
2069 brought, except with respect to the limits of the insurer's liability.
2070

2071 **2. Workers' Compensation and Employers Liability Coverage.** The insurer
2072 shall agree to waive all rights of subrogation against the Town, its officials,
2073 employees, directors, agents and volunteers for losses arising from work
2074 performed by Contractor for the Town.

2075 **3. All Coverage.** Each insurance policy required by this clause shall be
2076 endorsed to state that coverage shall not be suspended, voided, canceled
2077 by either party, reduced in coverage or in limits except after thirty (30)
2078 days' prior written notice by certified mail, return receipt requested, has
2079 been given to the Town.

2080
2081 **E. Acceptability of Insurers.** The insurance policies required by this Section shall
2082 be issued by an insurance company or companies admitted or approved non-
2083 admitted to do business in the State of California subject to the Authority of the
2084 California Insurance Commissioner and with a rating in the most recent edition of
2085 Best's Insurance Reports of size category VII or larger and a rating classification of
2086 A or better.

2087
2088 **F. Verification of Coverage.** Contractor shall furnish the Town with certificates
2089 of insurance and with original endorsements affecting coverage required by this
2090 clause. The certificates and endorsements for each insurance policy shall be signed
2091 by a Person authorized by that insurer to bind coverage on its behalf. The
2092 certificates and endorsements are to be on forms provided by or acceptable to the
2093 Town and are to be received and approved by the Town before work commences.
2094 The Town reserves the right to require complete, certified copies of all required
2095 insurance policies, at any time.

2096
2097 **G. Subcontractor.** Contractor shall include all subcontractors as insured under its
2098 policies or shall furnish separate certificates and endorsements for each

2099 subcontractor. All coverages for subcontractors shall be subject to all of the
2100 requirements stated herein.

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2103

H. Required Endorsements.

2104 1. The Workers' Compensation policy shall contain an endorsement in
2105 substantially the following form:

2106
2107 "Thirty (30) days prior written notice shall be given to the Town in the event of
2108 cancellation, reduction in coverage, or non-renewal of this policy. Such notice
2109 shall be sent to:

2110 Town of Paradise
2111 Town Hall
2112 5555 Skyway
2113 Paradise, CA 95969
2114 Attn: Town Manager
2115

2116 2. The Public Liability policy shall contain endorsements in substantially the
2117 following form:

2118
2119 a. "Thirty (30) days prior written notice shall be given to the Town in
2120 the event of cancellation, reduction in coverage, or non-renewal of
2121 this policy. Such notice shall be sent to:

2122
2123 Town of Paradise
2124 Town Hall
2125 5555 Skyway
2126 Paradise, CA 95969
2127 Attn: Town Manager
2128

2129 b. "The Town, its officers, employees, directors, agents and volunteers
2130 are additional insured on this policy."

2131
2132 c. "This policy shall be considered primary insurance as respects any
2133 other valid and collectible insurance maintained by the Town,
2134 including any self-insured retention or program of self-insurance,
2135 and any other such insurance shall be considered excess insurance
2136 only."

2137
2138 d. "Inclusion of the Town as an insured shall not affect the Town's rights
2139 as respects any claim, demand, suit or judgment brought or
2140 recovered against Contractor. This policy shall protect the Contractor

2141 and the Town in the same manner as though a separate policy had
2142 been issued to each, but this shall not operate to increase Contractor's
2143 liability as set forth in the policy beyond the amount shown or to
2144 which Contractor would have been liable if only one party had been
2145 named as an insured."

2146
2147 **I. Delivery of Proof of Coverage.** On or before the Effective Date, Contractor
2148 shall furnish the Town with certificates of each policy of insurance required
2149 hereunder. Such certificates shall show the type and amount of coverage, effective
2150 dates, and dates of expiration of policies and shall note all required endorsements.
2151 The certificates for each policy are to be signed by a Person authorized at the
2152 insurer to bind coverage on its behalf. If at any time the Towns so requests,
2153 complete certified copies of each policy, together with all endorsements, shall also
2154 be promptly delivered to the Town. Contractor shall periodically furnish renewal
2155 certificates to the Town to demonstrate maintenance of the required coverage
2156 throughout the Term.

2157
2158 **J. Other Insurance Requirements.**
2159

2160 1. In the event any services are delegated to a subcontractor, Contractor shall
2161 require such subcontractor to provide statutory workers' compensation
2162 insurance and employer's liability insurance for all of the subcontractor's
2163 employees engaged in the work. The liability insurance required by this
2164 Section 9.03.J.1 shall cover all subcontractors or the subcontractor must
2165 furnish evidence of insurance provided it meets all of the requirements of
2166 this Section 9.03.J.1.

2167 2. Contractor shall comply with all requirements of the insurer's policies. The
2168 carrying of insurance shall not relieve Contractor from any obligation
2169 under this Agreement. If any claim is made by any third party against
2170 Contractor or a subcontractor on account of any occurrence related to this
2171 Agreement, Contractor shall promptly report the facts in writing to the
2172 insurance carrier and to the Town.

2173 3. If Contractor fails to procure and maintain any insurance by this
2174 Agreement, the Town may take out and maintain, at Contractor's expense,
2175 such insurance as the Town may reasonably deem proper in accordance
2176 with the limits set forth herein and Contractor shall reimburse the Town
2177 for the cost of such insurance within thirty days of being invoiced by the
2178 Town for such costs.

2179

2180 4. The Comprehensive General Liability insurance required by the Section
2181 shall be written on an occurrence (not accident) rather than a "claims
2182 made" basis, if such coverage is obtainable. If its is not obtainable,
2183 Contractor shall notify the Town and arrange for "tail coverage" to protect
2184 the Town from claims filed during the three years immediately following
2185 the expiration or termination of this Agreement relating to incidents which
2186 occurred prior to such expiration or termination.

2187

2188 **9.04 Letter of Credit.**

2189 Simultaneously with the execution of this Agreement, Contractor shall file with the
2190 Town an irrevocable letter of credit in a form approved by the Town Attorney securing
2191 Contractor's performance of its obligations under this Agreement and shall maintain
2192 such letter of credit on an annual basis and shall be annually renewed thereafter
2193 throughout the Term of this Agreement. The Town shall have the right to make draws
2194 from the letter of credit if Contractor breaches this Agreement. The principal sum of
2195 the letter of credit shall be \$100,000.00.

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**ARTICLE 10
TOWN'S RIGHT TO PERFORM SERVICE**

10.01 General.

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect or transport any or all Solid Waste, Recyclable Materials, and Organics which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, Solid Waste, Recyclable Materials, and Organics should accumulate in the Service Area to such an extent, in such a manner, or for such a time that the Town should find that such accumulation endangers or menaces the public health, safety or welfare, then the Town shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by the Town, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; and/or (2) to take temporary possession of any or all of Contractor's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, Recyclable Materials, and Organics, and to use such property to Collect and transport any Solid Waste, Recyclable Materials, and Organics generated within the Service Area which Contractor would otherwise be obligated to Collect and transport pursuant to this Agreement.

If Solid Waste, Recyclable Materials, and Organics accumulates in the Service Area to such an extent, in such a manner or for such a time that the Town finds that such accumulation represents an immediate danger or menace to the public health safety or welfare, the Town shall not be required to provide the twenty-four (24) hour prior written notice set forth above in order to take the above actions.

Notice of Contractor's failure, refusal or neglect to Collect and transport Solid Waste, Recyclable Materials, and Organics may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within twenty-four (24) hours of the oral notification.

Contractor further agrees that in such event:

- A. It will take direction from the Town to affect the transfer of possession of equipment and property to the Town for its use.
- B. It will, if the Town so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

2243 C. The Town may immediately engage all or any personnel necessary or useful for
2244 the Collection and transportation of Solid Waste, Recyclable Materials, and
2245 Organics, including, if the Town so desires, employees previously or then
2246 employed by Contractor. Contractor further agrees, if the Town so requests, to
2247 furnish the Town the services of any or all management or office personnel
2248 employed by Contractor whose services are necessary or useful for Solid Waste,
2249 Recyclable Materials, and Organics Collection, transportation, processing, and
2250 disposal operations and for the billing and Collection of fees for these services.

2251
2252 The Town agrees that it assumes complete responsibility for the proper and normal
2253 use of such equipment and facilities while in its possession.

2254
2255 If the interruption or discontinuance in service is caused by any of the reasons listed
2256 in Section 11.04, the Town shall pay to Contractor the reasonable rental value of the
2257 equipment and facilities, possession of which is taken by the Town, for the period
2258 of the Town's possession, if any, which extends beyond the period of time for
2259 which Contractor has rendered bills in advance of service, for the class of service
2260 involved.

2261
2262 Except as otherwise expressly provided in the previous paragraph, the Town's
2263 exercise of its rights under this Article 10 (1) does not constitute a taking of private
2264 property for which compensation must be paid; (2) will not create any liability on
2265 the part of the Town to Contractor; and (3) does not exempt Contractor from any
2266 of the indemnity or insurance provisions of this Agreement, which are meant to
2267 extend to circumstances arising under this Section, provided that Contractor is not
2268 required to indemnify the Town against claims and damages arising from the
2269 negligence or willful misconduct of the Town, its elective and appointive boards,
2270 commissions, officers, employees and agents in the operation of Collection vehicles
2271 during the time the Town has taken possession of such vehicles.

2272
2273 **10.02 Temporary Possession of Contractor's Property.**
2274 If the Town suffers an interruption or discontinuance of service (including
2275 interruptions and discontinuance due to events described in Section 11.04), the Town
2276 may take possession of and use all of Contractor's property described above until other
2277 suitable arrangements can be made for the provision of the Franchised Services.

2278
2279 **10.03 Billing and Compensation to the Town during Town's Possession.**
2280 During such time that the Town is providing Solid Waste services, as above provided,
2281 Contractor shall bill and Collect payment from all users of the above-mentioned
2282 services as described in Section 5.02. Contractor further agrees that, in such event, it
2283 shall reimburse the Town for any and all costs and expenses incurred by the Town
2284 beyond that billed and received by Contractor in taking over possession of the above-
2285 mentioned equipment and property for Franchised Services in such manner and to an
2286 extent as would otherwise be required of Contractor under the Terms of this

2287 Agreement. Such reimbursement shall be made from time to time after submission by
2288 the Town to Contractor of each statement listing such costs and expenses, but in no
2289 event later than five (5) working days from and after each such submission.
2290

2291 **10.04 Town's Right to Relinquish Possession.**

2292 It is further mutually agreed that the Town may at any time at their discretion
2293 relinquish possession of any or all of the above-mentioned property to Contractor and
2294 thereupon demand that Contractor resume the Franchised Services as provided in this
2295 Agreement, whereupon Contractor shall be bound to resume the same.
2296

2297 **10.05 Duration of Town's Possession.**

2298 Town's right pursuant to this Article to retain temporary possession of Contractor's
2299 facilities and equipment, and to render Collection services, shall terminate when the
2300 event which caused the taking possession under Section 10.01 is cured and the
2301 performance bond is fully restored. In any case, the Town has no obligation to
2302 maintain possession of Contractor's property or equipment and/or continue its use for
2303 any period of time and may at any time, in its sole discretion, relinquish possession to
2304 Contractor.
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ARTICLE 11
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.01 Events of Default.

All provisions of the Agreement and this Agreement to be performed by Contractor are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** If Contractor practices, or attempts to practice, any fraud or deceit upon the Town.
- B. Insolvency or Bankruptcy.** If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- C. Failure to Maintain Coverage.** If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** If Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.
- E. Failure to Perform.** If Contractor ceases to provide Collection, processing, or Recycling services as required under this Agreement for a period of two (2) consecutive days or more, for any reason within the control of Contractor, including labor disputes.
- F. Failure to Pay.** If Contractor fails to make any payments required under this Agreement and/or refuses to provide the Town with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- G. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, the Act of 1989, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued there under and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- H. False or Misleading Statements.** Any representation or disclosure made to the Town by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false

2352 or misleading in any material respect as of the time such representation or
2353 disclosure is made, whether or not any such representation or disclosure appears
2354 as part of this Agreement.
2355

2356 **I. Attachment.** There is a seizure of, attachment of, or levy on, the operating
2357 equipment of Contractor, including without limits its equipment,
2358 maintenance or office facilities, or any part thereof.
2359

2360 **J. Suspension or Termination of Service.** There is any termination or suspension
2361 of the transaction of business by Contractor related to this Agreement, including
2362 without limit, due to labor unrest including strike, work stoppage or slowdown,
2363 sick-out, picketing, or other concerted job action lasting more than two (2)
2364 consecutive days.
2365

2366 **K. Failure to Provide Assurance of Performance.** It Contractor fails to provide
2367 reasonable assurances of performance as required under Section 11.06.
2368

2369 Contractor shall be given ten (10) business days from written notification by the Town
2370 to cure any default arising under subsections C, E, F, I, J and K provided, however,
2371 that the Town shall not be obligated to provide Contractor with a notice and cure
2372 opportunity if the Contractor has committed the same or similar breach within a
2373 twenty-four (24) month period.
2374

2375 **11.02 Right to Terminate Upon Default.**

2376 In the event that Contractor should default and subject to the right of the Contractor
2377 to cure, in the performance of any provisions of this contract, and the default is not
2378 cured for any default arising under Section 11.01 C, E, F, I, J or K, within ten (10) days'
2379 notice if the public health or safety is threatened, or otherwise thirty (30) days after
2380 receipt of written notice of default from the Town, then the Town may, at its option,
2381 terminate this Agreement and/or hold a hearing at its next Town Council meeting to
2382 determine whether this contract should be terminated. In the event the Town decides
2383 to terminate this contract, the Town shall serve twenty (20) days' written notice of its
2384 intention to terminate upon Contractor. In the event the Town exercises its right to
2385 terminate this contract, the Town may, at its option, upon such termination, either
2386 directly undertake performance of the services or arrange with other Persons to
2387 perform the services with or without a written agreement. This right of termination is
2388 in addition to any other rights of the Town upon a failure of Contractor to perform its
2389 obligations under this Agreement.
2390

2391 The Town's rights to terminate this Agreement and to take possession of Contractor's
2392 Facility are not exclusive, and the Town's termination of this Agreement shall not
2393 constitute an election of remedies. Instead, they shall be in addition to any and all
2394 other legal and equitable rights and remedies which the Town may have. By virtue of
2395 the nature of this Agreement, the urgency of timely continuous and high-quality
2396 service, the time required to effect alternative service, and the rights granted by the

2397 Town to Contractor, the remedy of damages for a breach hereof by Contractor may be
2398 inadequate and the Town may seek injunctive relief.
2399

2400 **11.03 Liquidated Damages.**

2401
2402 **A. General.** The Town finds, and Contractor agrees, that as of the time of the
2403 execution of this Agreement, it is impractical, if not impossible, to reasonably
2404 ascertain the extent of damages which shall be incurred by the Town as a result of
2405 a breach by Contractor of its obligations under this Agreement. The factors relating
2406 to the impracticability of ascertaining damages include, but are not limited to, the
2407 fact that: (i) substantial damage results to members of the public who are denied
2408 services or denied quality or reliable service; (ii) such breaches cause
2409 inconvenience, anxiety, frustration, and deprivation of the benefits of the
2410 Agreement to individual members of the general public for whose benefit this
2411 Agreement exists, in subjective ways and in varying degrees of intensity which are
2412 incapable of measurement in precise monetary terms; (iii) that Franchised Services
2413 might be available at substantially lower costs than alternative services and the
2414 monetary loss resulting from denial of services or denial of quality or reliable
2415 services is impossible to calculate in precise monetary terms; and (iv) the
2416 termination of this Agreement for such breaches, and other remedies are, at best, a
2417 means of future correction and not remedies which make the public whole for past
2418 breaches.
2419

2420 **B. Service Performance Standards; Liquidated Damages for Failure to Meet**
2421 **Standards.** The parties further acknowledge that consistent, reliable Solid Waste,
2422 Recyclable Materials, and Organics Collection is of utmost importance to the Town
2423 and that the Town has considered and relied on Contractor's representations as to
2424 its quality of service commitment in awarding the Agreement to it. The parties
2425 further recognize that some quantified standards of performance are necessary and
2426 appropriate to ensure consistent and reliable service and performance. The parties
2427 further recognize that if Contractor fails to achieve the performance standards, or
2428 fails to submit required documents in a timely manner, the Service Area and its
2429 residents will suffer damages and that it is and will be impractical and extremely
2430 difficult to ascertain and determine the exact amount of damages which the Town
2431 will suffer. Therefore, without prejudice to the Town's right to treat such non-
2432 performance as an event of default under this Article 11, the parties agree that the
2433 following liquidated damage amounts represent a reasonable estimate of the
2434 amount of such damages considering all of the circumstances existing on the date
2435 of this Agreement, including the relationship of the sums to the range of harm to
2436 the Town that reasonably could be anticipated and the anticipation that proof of
2437 actual damages would be costly or impractical. In placing their initials at the places
2438 provided, each party specifically confirms the accuracy of the statements made
2439 above and the fact that each party has had ample opportunity to consult with legal
2440 counsel and obtain an explanation of the liquidated damage provisions at the time
2441 that the Agreement was made.

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Contractor
Initial Here _____

Town
Initial Here _____

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

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1. Collection Reliability.

- a. For each failure to commence service to a new service recipient account within seven (7) days after order, which exceed five (5) such failures annually: \$150.00
- b. For each failure to Collect Solid Waste, Recyclable Materials, and Organics, which has been properly set out for Collection, from an established service recipient account on the scheduled Collection day and not Collected within the period described in this Agreement which exceeds forty-five (45) such failures quarterly: \$150.00
- c. For each failure to Collect Solid Waste, Recyclable Materials, and Organics, which has been properly set out for Collection, from the same service recipient on two (2) consecutive scheduled pickup days: \$150.00
- d. For each failure to perform and submit billing reviews: \$250.00

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2. Collection Quality.

- a. For each occurrence of damage to private property which exceeds seven (7) such occurrences annually: \$250.00
- b. For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place cans upright with lids secured (in areas where service recipients own their containers, if applicable) which exceeds ten (10) such occurrences annually: \$150.00
- c. For each occurrence of excessive noise or discourteous behavior: \$250.00
- d. For each failure to clean up Solid Waste, Recyclable Materials, and Organics spilled by Contractor from Containers which exceeds fifteen (15) such failures annually: \$150.00
- e. For each occurrence of Collecting Solid Waste, Recyclable Materials and Organics during unauthorized hours which exceeds ten (10) such occurrences annually: \$250.00

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2481
2482

3. Service Recipient Responsiveness.

- a. For each failure to initially respond to a service recipient Complaint within one (1) business day: \$100.00

2483 b. For each failure to process service recipient Complaints to the Town
2484 as required by Article 5: \$500.00
2485

2486 **4. Timeliness of Submissions to Town/State Agencies.** Reports shall be
2487 considered late, after the seventh late day, until such time as a correct and
2488 complete report is received by the Town. For each calendar day a report is
2489 late, the daily liquidated damage amount shall be:

- 2490 a. Annual reports to the Town: \$100 per day
- 2491
- 2492 b. Required reports to State agencies per Section 8.03.C of this
- 2493 Agreement: \$100 per day
- 2494

2495 Liquidated damages will only be assessed after Contractor has been given the
2496 opportunity but failed to rectify, in a timely manner, the breach as described in this
2497 Agreement. The Town may determine the occurrence of events giving rise to
2498 liquidated damages through the observation of its own employees or representative
2499 or investigation of service recipient Complaints.

2500

2501 Prior to assessing liquidated damages, the Town shall give Contractor notice of its
2502 intention to do so. The notice will include a brief description of the incident(s)/non-
2503 performance. Contractor may review (and make copies at its own expense) all
2504 information in the possession of the Town relating to incident(s)/non-performance.
2505 Contractor may, within ten (10) days after receiving the notice, request a meeting with
2506 the Town. Contractor may present evidence in writing and through testimony of its
2507 employees and others relevant to the incident(s)/non-performance. The Town will
2508 provide Contractor with a written explanation of his or her determination on each
2509 incident(s)/non-performance prior to authorizing the assessment of liquidated
2510 damages. The decision of the Town shall be final.

2511

2512 **C. Amount.** The Town may assess liquidated damages for each calendar day or
2513 event, as appropriate, that Contractor is determined to be liable in accordance with
2514 this Agreement.

2515

2516 **D. Timing of Payment.** Contractor shall pay any liquidated damages assessed by
2517 the Town within ten (10) days after they are assessed. If they are not paid within
2518 the ten (10) day period, the Town may proceed against the performance bond
2519 required by the Agreement or order the termination of the Agreement granted by
2520 this Agreement, or both.

2521

2522 **11.04 Excuse from Performance.**

2523 The parties shall be excused from performing their respective obligations hereunder
2524 in the event they are prevented from so performing by reason of floods, earthquakes,
2525 other natural disasters, war, civil insurrection, terrorist attacks, riots, acts of any

2526 government (including judicial action), and other similar catastrophic events which
2527 are beyond the control of and not the fault of the party claiming excuse from
2528 performance hereunder. Labor unrest, including, but not limited to, strike, work
2529 stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by
2530 Contractor's employees or directed at Contractor is not an excuse from performance
2531 and Contractor shall be obligated to continue to provide service notwithstanding the
2532 occurrence of any or all of such events.

2533
2534 The party claiming excuse from performance shall, within two (2) days after such party
2535 has notice of such cause, give the other party notice of the facts constituting such cause
2536 and asserting its claim to excuse under this Section 11.04.

2537
2538 The interruption or discontinuance of Contractor's services caused by one or more of
2539 the events excused shall not constitute a default by Contractor under this Agreement.
2540 Notwithstanding the foregoing, however, if Contractor is excused from performing its
2541 obligations to Collect; transfer, transport, process and Dispose of Solid Waste
2542 hereunder for any of the causes listed in this Section for a period of ten (10) days or
2543 more, the Town shall nevertheless have the right, in its sole discretion, to terminate
2544 this Agreement by giving ten (10) days' notice, in which case the provisions relative to
2545 taking possession of Contractor's land, equipment and other property and engaging
2546 Contractor's personnel in Article 10 and this Article 11 will apply.

2547

2548 **11.05 Notice, Hearing and Appeal of Town/ Breach.**

2549 Should Contractor contend that the Town is in breach of this Agreement, it shall file
2550 with the Town Manager a written request with the Town's Solid Waste Committee for
2551 an administrative hearing. Said request shall be made within ninety (90) days of the
2552 event or incident which allegedly gave rise to the breach. The Town Manager shall
2553 notify Contractor of the time and date said hearing shall be held within thirty (30) days
2554 of receipt of Contractor's request. Contractor shall present its position and all relevant
2555 facts first and then the Town Manager shall make his or her presentation. Contractor
2556 shall be notified of the Town's Solid Waste Committee's ruling in writing within
2557 fourteen (14) days of the administrative hearing.

2558
2559 If Contractor is not in agreement with the ruling issued by the Committee at the
2560 administrative hearing, it shall have the right to appeal this ruling to Town Council.
2561 This appeal shall be made in writing to the Town Manager no later than fourteen (14)
2562 days after receipt of the administrative hearing ruling. The Town Manager shall notify
2563 Contractor of the time and date the Town Council will review Contractor's allegation.
2564 Contractor shall present its position and all relevant facts. Contractor shall be notified
2565 in writing within thirty (30) days of the Town Council's ruling. The Town Council's
2566 ruling shall be final, and Contractor shall have no further rights of administrative
2567 appeal.

2568

2569 **11.06 Assurance of Performance.**

2570 Each party may, at its option and in addition to all other remedies it may have, demand
2571 from the other Party reasonable assurances of timely and proper performance of this
2572 Agreement, in such form and substance as the Party may require. If the other Party
2573 fails or refuses to provide satisfactory assurances of timely and proper performance in
2574 the form and by the date required by the Party, such failure or refusal shall be an event
2575 of default.
2576

2577 **11.07 Damage to Property.**

2578 Contractor shall endeavor to resolve all claims as soon as reasonably practicable
2579 following receipt thereof, made by Owners or occupants of property served by
2580 Contractor, for damages to property including, but not limited to, Containers. In the
2581 event such damage shall have been caused by the negligence or intentional acts of
2582 Contractor, its officers, agents, or employees, Contractor shall promptly repair or
2583 replace such damaged property. The provisions of this Section 11.07 shall not be
2584 deemed a limitation upon any other provisions of this Agreement, or any rights or
2585 remedies which may accrue to the Town by reason of Contractor's acts or omissions
2586 to act hereunder.
2587

2588 **11.08 Town Remedies Cumulative; Specific Performance.**

2589 The Town's rights to suspend or terminate this Agreement or to perform under Article
2590 10 are not mutually exclusive, and the Town's exercise of one such right shall not
2591 constitute a selection of remedies. Instead, they shall be in addition to any and all other
2592 legal and equitable rights and remedies which the Town may have.
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ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES

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12.01 Relationship of Parties.

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by the Town and neither as an officer or employee of the Town nor as a partner of or joint venture with the Town. No employee or agent or Contractor shall be or shall be deemed to be an employee or agent of the Town. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the Town's employees by virtue of their employment with the Town.

12.02 Compliance with Law.

In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws (including but not limited to the "Environmental Laws") of the United States, the State of California, the County of Butte, the Service Area and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the Term, collectively, the "Laws"). In the event of any conflict between this Agreement and Laws, the requirements of the Laws shall govern, and Contractor shall not be in breach of this Agreement if Contractor complies with the Laws in contravention of this Agreement, provided that nothing in this Section 12.02 is intended to limit or enlarge Contractor's obligations or diminish its right to satisfy its obligation to provide Solid Waste, Recyclable Materials, Organics Collection, Processing, and/or Disposal.

12.03 Governing Law.

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

12.04 Jurisdiction.

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in Butte County, California.

2637 **12.05 Assignment by Contractor.**

2638
2639 **A. General.** Contractor acknowledges that this Agreement involves rendering a
2640 vital service to the Town’s residents and businesses, and that the Town has selected
2641 Contractor to perform the services specified herein based on (1) Contractor’s
2642 experience, skill and reputation for conducting its operations in a safe, effective and
2643 responsible fashion, at all times in keeping with applicable Environmental Laws,
2644 regulations, and best management practices, and (2) Contractor’s obligations to the
2645 Town under this Agreement. The Town has relied on each of these factors, among
2646 others, in choosing Contractor to perform the services to be rendered by Contractor
2647 under this Agreement.

2648
2649 **B. Assignments.** Contractor shall not assign its rights nor delegate or otherwise
2650 transfer its obligations under this Agreement to any other Person.

2651
2652 If Contractor requests the Town’s consideration of and consent to an assignment,
2653 the Town may deny or approve such request using its sole discretion. No request
2654 by Contractor for consent to any assignment need be considered by the Town
2655 unless and until Contractor has met the following requirements:
2656

- 2657 **1.** Contractor shall undertake to pay the Town its reasonable expenses for
2658 attorney’s fees and investigation costs necessary to investigate the
2659 suitability of any proposed assignee, and to review and finalize any
2660 documentation required as a condition for approving any such
2661 assignment;
- 2662 **2.** Contractor shall furnish the Town with audited financial statements of the
2663 proposed assignee’s operations for the immediately preceding three (3)
2664 operating years;
- 2665 **3.** Contractor shall furnish the Town with satisfactory proof: (i) that the
2666 proposed assignee has at least ten (10) years of Solid Waste, Recyclable
2667 Materials, and Organics management experience on a scale equal to or
2668 exceeding the scale of operations conducted by Contractor under this
2669 Agreement; (ii) that in the last five (5) years, the proposed assignee has not
2670 suffered any significant citations or other censure from any Federal, State
2671 or local agencies having jurisdiction over its Solid Waste, Recyclable
2672 Materials, and Organics management operations due to any significant
2673 failure to comply with State, Federal or local Environmental Laws and that
2674 the assignee has provided the Town with a complete list of such citations
2675 and censures; (iii) that the proposed assignee has at all times conducted its

2676 operations in an environmentally safe and conscientious fashion; (iv) that
2677 the proposed assignee conducts its Solid Waste, Recyclable Materials, and
2678 Organics management practices in accordance with sound Solid Waste,
2679 Recyclable Materials, and Organics management practices in full
2680 compliance with all Federal, State and local laws regulating the Franchised
2681 Services including Hazardous Substances; (v) that the proposed assignee
2682 can meet the guaranty and performance bond requirements met by
2683 Contractor; and , (vi) of any other information required by the Town to
2684 ensure the proposed assignee can fulfill the terms of this Agreement in a
2685 timely, safe and effective manner.

2686
2687 Under no circumstances shall the Town be obligated to consider any proposed
2688 assignment by Contractor.

2689
2690 **C. Assignment Defined.** For the purpose of this Section 12.05.C, when used in
2691 reference to Contractor, "assignment" shall include, but not be limited to (1) a sale,
2692 exchange or other transfer of substantially all of Contractor's assets dedicated to
2693 service under this Agreement to a third party; (ii) a sale, exchange or other transfer
2694 of outstanding common stock of Contractor to a third party regardless of whether
2695 said sale, exchange or transfer may result in a change of control of Contractor; (iii)
2696 any dissolution, organization, consolidation, merger, re-capitalization, stock
2697 issuance or re-issuance, voting trust, pooling agreement, escrow arrangement,
2698 liquidation or other transaction to which results in a change of Ownership or
2699 control of Contractor; (iv) any assignment by operation of law, including
2700 insolvency or bankruptcy, making assignment for the benefit of creditors, writ of
2701 attachment for an execution being levied against this Agreement, appointment of
2702 a receiver taking possession of Contractor's property, or transfer occurring in the
2703 event of a probate proceeding; and (v) any combination of the foregoing (whether
2704 or not in related or contemporaneous transactions) which has the effect of any such
2705 transfer or change of Ownership, or change of control of Contractor.

2706
2707 **12.06 Binding on Assigns.**

2708 The provisions of this Agreement shall inure to the benefit to and be binding on the
2709 permitted assigns of the parties.

2710
2711 **12.07 Affiliated Companies.**

2712 Contractor shall maintain accounting records and financial statements on a basis
2713 showing the results of Contractor's operations under this Agreement separately from
2714 operations in other locations, as if Contractor were an independent entity providing
2715 service only to the Town. For purposes of this Agreement, the costs and revenues
2716 associated with providing service to the Town shall not be combined, consolidated or

2717 in any other way incorporated with those of other operations conducted by Contractor
2718 in other locations, or with those of an Affiliate.

2719
2720 If Contractor enters into any financial transactions with a Related Party Entity or
2721 Affiliate for the provision of labor, equipment, supplies, services, capital, etc., related
2722 to the furnishing of service under this Agreement, that relationship shall be disclosed
2723 to the Town, and in the financial reports submitted to the Town. In such event, the
2724 Town's rights to inspect records, and obtain financial data shall extend to such Related
2725 Party Entity or entities.
2726

2727 **12.08 Subcontracting.**

2728 Except for Recycle Center and Special Event activities, Contractor shall not engage any
2729 subcontractors for Collection, Processing or Disposal of Solid Waste, Recyclable
2730 Materials, and Organics without the prior written consent of the Town.
2731

2732 **12.09 Transition to Next Contractor.**

2733 If the transition of services to another Contractor occurs through expiration of term,
2734 subsequent Contractor(s) to assist in an orderly transition which will include
2735 Contractor providing route lists and billing information. Contractor will not be
2736 obliged to sell Collection vehicles, bins and Containers to the next Contractor.
2737 Depending on Contractor's circumstances at the point of transition, Contractor at its
2738 option may enter into negotiations with the next Contractor to sell (in part or all)
2739 Collection vehicles, bins and Containers.
2740

2741 **12.10 Parties in Interest.**

2742 Nothing in this Agreement, whether express or implied, is intended to confer any
2743 rights on any Persons other than the parties to it and their representatives, successors
2744 and permitted assigns.
2745

2746 **12.11 Waiver.**

2747 The waiver by either party of any breach or violation of any provisions of this
2748 Agreement shall not be deemed to be a waiver of any breach or violation of any other
2749 provision nor of any subsequent breach or violation of the same or any other provision.
2750 The subsequent acceptance by either party of any monies which become due
2751 hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach
2752 or violation by the other party of any provision of this Agreement.
2753

2754 **12.12 Contractor's Investigation.**

2755 Contractor has made an independent investigation (satisfactory to it) of the conditions
2756 and circumstances surrounding the Agreement and the work to be performed by it.
2757

2758 **12.13 Notice.**

2759 All notices, demands, requests, proposals, approvals, consents and other
2760 communications which this Agreement requires, authorizes or contemplates shall be
2761 in writing and shall either be personally delivered to a representative of the parties at
2762 the address below or be deposited in the United States mail, first class postage prepaid,
2763 addressed as follows:

2764
2765 If to the Town:

2766 Town of Paradise
2767 Town Hall
2768 5555 Skyway
2769 Paradise, CA 95969
2770 Attn: Town Manager
2771

2772
2773 If to the Contractor: _

2774 Northern Recycling & Waste Services
2775 P.O Box 2529
2776 Paradise, CA 95967
2777 Attn: General Manager
2778

2779
2780 The address to which communications may be delivered may be changed from time
2781 to time by a notice given in accordance with this Section 12.13.
2782

2783 Notice shall be deemed given on the day it is personally delivered or, if mailed, three
2784 days from the date it is deposited in the mail.
2785

2786 **12.14 Representatives of the Parties.**

2787
2788 **A. Representatives of the Town.** References in this Agreement to the "Town" shall
2789 mean the Town Manager and all actions to be taken by the Town shall be taken by
2790 the Town Manager who may delegate his/her authority in writing to another Town
2791 employee, Contractor may rely upon actions taken by such delegates if they are
2792 within the scope of the Town and properly delegated to him/her.
2793

2794 **B. Contractor Representatives.** Contractor shall, by the Effective Date, designate
2795 in writing a responsible officer who shall serve as the representative of Contractor
2796 in all matters related to the Agreement and shall inform The Town Manager in
2797 writing of such designation and of any limitations upon his or her authority to bind
2798 Contractor. The Town Manager may rely upon action taken by such designated
2799 representative as actions of Contractor if they are within the scope of the Contractor
2800 and properly delegated to him/her by Contractor.
2801

2802 **12.15 Town Free to Negotiate with Third Parties.**

2803 The Town may investigate all options for the Collection and processing of Solid Waste
2804 after the expiration of the Term. Without limiting the generality of the foregoing, the
2805 Town may solicit proposals from Contractor and from third parties for the provision
2806 of services, and any combination thereof, and may negotiate and execute agreements
2807 for such services which will take effect upon the expiration or earlier termination
2808 under Section 11.01 of this Agreement.
2809

2810 **12.16 Compliance with the Town's Codes.**

2811 Contractor shall comply with those provisions of the ordinances and municipal codes
2812 of the Town which are applicable, and with any and all amendments to such applicable
2813 provisions during the term of this Agreement provided, however, that if a change in
2814 any such municipal code materially affects Contractor's annual cost of operations, the
2815 Contractor shall be entitled to an interim compensation adjustment as provided for in
2816 Section 6.04. Moreover, no such change may revoke or override the grant to Contractor
2817 of the exclusive franchise in Section 2.01 of this Agreement or override the Contractor's
2818 designations of a Material Recovery Facility and Disposal Site pursuant to this
2819 Agreement.
2820

2821 **12.17 Privacy.**

2822 Contractor shall strictly observe and protect the rights of privacy of service recipients.
2823 Information identifying individual service recipients or the composition or contents of
2824 a service recipient's waste stream shall not be revealed to any Person, governmental
2825 unit, private agency, or Contractor, unless upon the authority of a court of law, by
2826 statute, or upon valid authorization of the service recipient. This provision shall not
2827 be construed to preclude Contractor from preparing, participating in, or assisting in
2828 the preparation of waste characterization studies or waste stream analyses which may
2829 be required by AB 939.
2830

2831 **12.18 Integrated Contract.**

2832 This Agreement represents the full and complete understanding of every kind or
2833 nature whatsoever between the parties hereto, and all preliminary negotiations and
2834 agreements of whatsoever kind or nature are merged herein. No verbal agreement or
2835 implied covenant shall be held to vary the provisions hereof. Any modification of this
2836 Agreement will be effective only by written agreement signed by both the Town and
2837 Contractor.
2838

2839 **12.19 Inserted Provisions.**

2840 Each provision and clause required by law to be inserted into the Agreement shall be
2841 deemed to be enacted herein, and the Agreement shall be read and enforced as though
2842 each were included herein. If through mistake or otherwise, any such provision is not
2843 inserted or is not correctly inserted, the Agreement shall be amended to make such
2844 insertion on application by either party.
2845

2846 **12.20 Execution.**

2847 This Agreement shall be executed in duplicate original counterparts by the parties.
2848 Irrespective of the date this Agreement is so executed, the Effective Date hereof shall
2849 be, and is April 30, 2017.
2850

2851 **12.21 Non-Discrimination.**

2852 Consistent with Town's policy that harassment and discrimination are unacceptable
2853 employer-employee conduct, Contractor agrees that harassment or discrimination
2854 directed toward a job applicant, a Town employee, or a citizen by Contractor or
2855 Contractor's employee on the basis of race, religious creed, color, national origin,
2856 ancestry, handicap, mental or physical disability, Acquired Immune Deficiency
2857 Syndrome (AIDS), AIDS-Related Complex (ARC), cancer-related medical condition,
2858 refusal of family care leave, marital status, denial of pregnancy disability leave, veteran
2859 status, age, sex, sexual orientation or sexual preference will not be tolerated.
2860 Contractor agrees that any and all violations of this provision shall constitute a
2861 material breach of this Agreement.
2862

2863 **12.22 Dispute Resolution.**

2864 Prior to initiation of litigation under this Agreement, the parties shall attempt to
2865 resolve their disputes by means of mediation. If the parties cannot agree on a mediator,
2866 the Superior Court of Butte County shall appoint a mediator. Each party shall bear
2867 their costs and attorney fees arising out of the mediation and shall share equally the
2868 cost of the mediator, provided, however, that if the matter is not resolved by way of
2869 mediation, the prevailing party in any subsequent litigation shall be entitled to collect
2870 their costs of mediation as an element of their costs of suit, including reasonable
2871 attorney fees (incurred both in the mediation process as well as the subsequent court
2872 proceedings).
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ARTICLE 13
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor represents and warrants as follows:

13.01 Company Status.

Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

13.02 Company Authorization.

Contractor has the authority to enter into and perform its obligations under this Agreement. The Managers and Members of the Company have taken all actions required by law, its operating agreement, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

13.03 Agreement Will Not Cause Breach.

To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement nor the performance of this Agreement by Contractor: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agencies or other governmental authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default there under.

13.04 No Litigation.

To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agencies or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the Town in writing.

2916 **13.05 No Adverse Judicial Decisions.**

2917 To the best of Contractor's knowledge, after reasonable investigation, there is no
2918 judicial decision that affects the validity of this Agreement and may subject this
2919 Agreement to legal challenge.

2920

2921 **13.06 Ability to Perform.**

2922 Contractor possesses the business, professional, and technical expertise to manage,
2923 handle, treat, store and Dispose of the Solid Waste, and possesses the equipment,
2924 plant, and employee resources required to perform this Agreement.

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ARTICLE 14
MISCELLANEOUS PROVISIONS

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14.01 Entire Agreement.

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

14.02 Section Headings.

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

14.03 References to Laws and Other Agreements.

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the parties.

14.04 Interpretation.

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

14.05 Agreement.

This Agreement may not be modified or amended in any respect except by a writing signed by the parties. Any conflict between the body of the Agreement and the Exhibits shall be resolved in favor of the Agreement.

14.06 Severability.

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

14.07 Exhibits.

Each of Exhibits identified as Exhibit "A" through "H" is attached hereto and incorporated herein and made a part hereof by this reference.

14.08 Attorneys' Fees.

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

2969
2970 **14.09 Compilation of Information for State Law Purposes.**
2971 Contractor shall compile information on amounts of Solid Waste delivered to the
2972 Facilities and other information, which the Town may reasonably request.
2973
2974 **14.10 Definitions.**
2975 Capitalized terms used in this Agreement without definition have the meanings
2976 specified in Exhibit A, unless the context clearly requires otherwise.
2977
2978 **14.11 Counterparts.**
2979 This Agreement may be executed in counterparts, each of which shall be deemed to be
2980 an original.
2981
2982

2983 IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement (Effective
2984 _____, 2024) as of the day set forth by their respective signature.

2985
2986 Date: _____

TOWN OF PARADISE

2987
2988 ATTEST: BY: _____

2989
2990
2991 _____
2992 Town Clerk

2993
2994 Date: _____

2995
2996 APPROVED AS TO FORM: _____

2997
2998 (Contractor)
2999 BY: _____

3000 _____
3001 Town Attorney _____

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EXHIBITS

DefinitionsExhibit A
Town’s Facilities/Special EventsExhibit B
Contractor Public Education Plan.....Exhibit C
Payments to Town.....Exhibit D
Rate Adjustment MethodologyExhibit E
Solid Waste Collection Rate ScheduleExhibit F
Notary CertificationExhibit G
SB 1383 Compliance Programs.....Exhibit H

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EXHIBIT A

Definitions

1 **Exhibit A**
2 **DEFINITIONS**

3
4 This Agreement will be construed in accordance with the following definitions.

5 **Act**

6 "Act" means the Act of 1989 (AB939) Public Resources Code, Section 40000 et seq., as it
7 may be amended from time to time.

8 **Affiliate**

9 "Affiliate" means all businesses (including corporations, limited and general partnerships
10 and sole proprietorships) which are directly or indirectly related to Contractor by virtue of
11 direct or indirect ownership interest or common management shall be deemed to be
12 "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An
13 Affiliate shall include a business in which Contractor owns a direct or indirect ownership
14 interest, a business which has a direct or indirect ownership interest in Contractor and/or
15 a business which is also owned, controlled or managed by any business or individual
16 which has a direct or indirect ownership interest in Contractor. For purposes of
17 determining whether an indirect ownership interest exists, the constructive ownership
18 provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date
19 of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be
20 substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C)
21 thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining
22 ownership under this paragraph and constructive or indirect ownership under Section
23 318(a), ownership interest of less than ten percent (10%) shall be disregarded and
24 percentage interests shall be determined on the basis of the percentage of voting interest or
25 value which the ownership interest represents, whichever is greater.

26 **Agreement**

27 "Agreement" means this Agreement, including any amendments, between the Town and
28 Contractor.

29 **Billings**

30 "Billings" means any and all statements of charges for services rendered, howsoever
31 made, described or designated by Contractor, or made by others for Town or Contractor,
32 to Owners or occupants of property, including Residential Property and commercial,
33 industrial and institutional Property, served by Contractor for the Collection of Solid
34 Waste, Recyclable Materials, and Organic Waste.

35 **California Code of Regulations/CCR**

36 "California Code of Regulations" or "CCR" means the State of California Code of
37 Regulations. CCR references are preceded with a number that refers to the relevant Title of
38 the CCR (e.g. "14 CCR" refers to Title 14 of CCR).
39

1 **CalRecycle**

2 “CalRecycle” means California's Department of Resources Recycling and Recovery, and
3 any successor agencies, which is the department designated with responsibility for
4 developing, implementing, and enforcing SB 1383 regulations on cities (and others).

5 **Collect/Collection**

6 “Collect” or “Collection” means to take physical possession, transport, and remove Solid
7 Waste, Recyclable Materials, and Organic Waste within and from the Service Area.

8 **Commencement Date**

9 “Commencement Date” means the date specified when Collection, Processing, and
10 Disposal services required by this Agreement shall be provided.

11 **Commercial Business/Commercial Customer**

12 “Commercial Business” or “Commercial Customer” means Waste Generators whose
13 business activity includes but is not limited to hotels, motor courts, restaurants, offices or
14 office buildings, stores, warehouses, factories, hospitals, assisted living facilities and all
15 other premises used for functions other than dwelling houses, or as otherwise defined in
16 14 CCR Section 18982(a)(6). A multi-family complex that consists of fewer than five (5)
17 units is not a commercial business for purposes of implementing this Agreement.

18 **Complaint**

19 “Complaint” means the written statement (prepared by the Town Administrator, if based
20 on oral statements made by members of the public or Owners or occupants of property)
21 made by members of the public, Owners or occupants of properties served by Contractor,
22 or officers, employees or agents of the Town alleging non-performance or deficiencies in
23 performance of Contractor’s duties and obligations under this Agreement, or otherwise
24 alleging a violation by Contractor of the provisions of this Agreement.

25 **Compliance Review**

26 “Compliance review” means a review of records by the town to determine compliance
27 with this section.

28 **Composting (Compost)**

29 “Composting” means a controlled biological decomposition of organic materials yielding a
30 safe and nuisance free compost product.

31 **Construction and Demolition Debris**

32 “Construction and Demolition Debris” includes waste building materials, packaging and
33 rubble resulting from construction, remodeling, repair or demolition operations on
34 pavements, houses, commercial and industrial buildings, and other structures and
35 improvements.

1 **Containers**

2 “Containers” means watertight metal or plastic objects with lids or covers, designed, and
3 used to hold MSW, recyclable materials, organic waste, or cooking oil/grease prior to
4 collection, provided by the town or authorized contractor. Containers include wheeled
5 carts with lids, bins, open-top roll-off boxes, compactors, and oil/grease tanks.

6 **Contamination**

7 “Contamination” means placing materials in a container that is labeled and intended for
8 storage of another type of material, and which would interfere with the processing of the
9 intended material.

10 **Contractor**

11 “Contractor” means Northern Recycling & Waste Services, a limited liability company
12 organized and operating under the laws of the State of California and its managers,
13 members, directors, employees, agents, companies and subcontractors. The members of
14 the limited liability company are: Recovery Products & Services, Inc., a California
15 corporation, Garbarino Northern Recycling & Waste Services, LLC, Pestoni Paradise City,
16 LLC and Garaventa Enterprises, Inc., a California corporation.

17 **Contractor Compensation**

18 “Contractor Compensation” means the revenue received by the Contractor from Billings
19 for providing services in accordance with this Agreement.
20

21 **Contractor’s Proposal**

22 “Contractor’s Proposal” means the proposal submitted by the Contractor and received on
23 April 7, 2006 by the Town in response to the Town’s February 2006 Request for Proposals
24 for the Solid Waste, Recyclable Material, and Yard Waste Collection, Processing and
25 Disposal Services and certain supplemental written materials, which are incorporated by
26 reference.

27 **Cumulative Revenue Shortfall or Overage**

28 “Cumulative Revenue Shortfall or Overage” means the sum of the Revenue Shortfall(s)
29 plus the sum of the Revenue Overage(s) calculated at the end of each Fiscal Year and
30 inclusive of the most recent Rate Year with any positive balance referred to as an
31 “overage” and any negative balance referred to as a “shortfall”.

32 **Curbside**

33 “Curbside” means the location of a Container for pick-up, not more than fifteen (15) feet
34 from the street curb. Where no street curb exists, the location shall be within five (5) feet
35 from the outside edge of the street nearest the property’s entrance.

1 **Demolition Debris**

2 "Demolition Debris" means used or discarded construction materials generated during the
3 razing or renovation of a structure.

4 **Designated Waste**

5 "Designated Waste" means non-hazardous waste which may pose special disposal
6 problems because of its potential to contaminate the environment and which may be
7 disposed of only in Class II disposal sites, or Class III disposal sites pursuant to a variance
8 issued by the California Department of Health Services. Designated Waste consists of those
9 substances classified as designated waste by the State of California, in 23 California Code
10 of Regulations Section 2522.

11 **Dispose/Disposal**

12 "Dispose" or "Disposal" means the ultimate disposition of Solid Waste collected by
13 Contractor at a Disposal Site in Full Regulatory Compliance.

14 **Disposal Site(s)**

15 "Disposal Site(s)" means the Solid Waste facility or facilities utilized for the ultimate
16 landfill Disposal of Solid Waste Collected by Contractor. The Neal Road Recycling and
17 Waste Facility owned by the County of Butte, shall be the initial designated Disposal Site
18 of Contractor as of the effective date of this Agreement.

19 **Edible Food**

20 "Edible Food" means food intended for human consumption, or as otherwise defined in 14
21 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14
22 CCR Section 18982(a)(18), "edible food" is not MSW if it is recovered and not discarded.
23 Nothing in this chapter or in 14 CCR, Division 7, Article 12 requires or authorizes the
24 recovery of edible food that does not meet the food safety requirements of the California
25 Retail Food Code.

26 **Effective Date**

27 "Effective Date" means the date on which the latter of the two Parties signs the Agreement
28 and the date on which Contractor may begin to take actions and incur costs in preparation
29 to provide Collection, Processing, and Disposal services required by this Agreement.

30 **Electronic Waste**

31 "Electronic Waste" (E-Waste) means discarded electronic equipment such as, but not
32 limited to, television sets, computer monitors, central processing units (CPU's), laptop
33 computers, external computer hard drives, computer keyboards, computer mice, computer
34 printers, DVD and VCR players.

1 **Enforcement Action**

2 “Enforcement action” means an action of the town to address non-compliance with this
3 article including, but not limited to, issuing administrative citations, fines, penalties, or
4 using other remedies.

5 **Environmental Laws**

6 “Environmental Laws” means all federal and state statutes, County, local and Town
7 ordinances concerning public health, safety and the environment including, by way of
8 example and not limitation, the Act, the Comprehensive Environmental Response,
9 Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation
10 and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.;
11 the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and
12 Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California
13 Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act,
14 California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality
15 Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic
16 Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force
17 or as hereafter amended, and all rules and regulations promulgated there under.

18 **Extra Services**

19 “Extra Services” means services provided by Contractor beyond the standard subscribed
20 services to customers.

21 **Facility/Facilities**

22 “Facility/Facilities” means any plant or site, owned or leased and maintained, operated or
23 used by Contractor or the Town for purposes of performing Contractor’s obligations
24 under this Agreement.

25 **Fiscal Year**

26 “Fiscal Year” means the same as calendar year (January 1 through December 31).

27 **Food Recovery**

28 “Food Recovery” means actions to collect and distribute food for human consumption that
29 otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

30 **Food Recovery Organization**

31 “Food Recovery Organization” means an entity that engages in the collection or receipt of
32 edible food from commercial edible food generators and distributes that edible food to the
33 public for food recovery either directly or through other entities or as otherwise defined in
34 14 CCR Section 18982(a)(25), including, but not limited to:

- 35 1. A food bank as defined in Section 113783 of the Health and Safety Code;
- 36 2. A nonprofit charitable organization as defined in Section 113841 of the Health
37 and Safety Code; and,

1 3. A nonprofit charitable temporary food facility as defined in Section 113842 of the
2 Health and Safety Code.

3 A food recovery organization is not a commercial edible food generator for the purposes
4 of this chapter and implementation of 14 CCR, Division 7, Article 12 pursuant to 14 CCR
5 Section 18982(a)(7).

6 If the definition in 14 CCR Section 18982(a)(25) for food recovery organization differs from
7 this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

8 **Food Recovery Service**

9 “Food Recovery Service” means a person or entity that collects and transports edible food
10 from a commercial edible food generator to a food recovery organization or other entities
11 for food recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A food recovery
12 service is not a commercial edible food generator for the purposes of this chapter and
13 implementation of 14 CCR, Division 7, Article 12 pursuant to 14 CCR Section 18982(a)(7).

14 **Franchise**

15 “Franchise” means the special right granted by the Town for the Collection of Solid Waste,
16 Recyclable Materials, and Organic Waste within the Service Area, the transportation of
17 such material to appropriate places of processing, Recycling, Composting and/or
18 Disposal, and the Processing of Recyclable Materials.

19 **Franchise Fee**

20 “Franchise Fee” means the fee paid by Contractor to the Town as rental for the use of
21 Town property, including, without limitation, the Town streets.

22 **Franchised Services**

23 “Franchised Services” means the Collection of Solid Waste, Recyclable Materials and
24 Organic Waste within the Service Area, the transportation of such material to appropriate
25 places of processing, Recycling, Composting, and/or Disposal and the Processing of
26 Recyclable Materials and Organic Waste.

27 **Full Regulatory Compliance**

28 “Full Regulatory Compliance” means compliance with all applicable permits for a Facility
29 such that the Contractor will at all time maintain the ability to fully comply with its
30 obligations under this Agreement.

31 **Garbage**

32 “Garbage” means putrescible animal, fish, food, fowl, fruit or vegetable matter, or any
33 form thereof, resulting from the preparation, storage, handling, or consumption of such
34 substances.

35 **Generator**

36 “Generator” means any person as defined by the Public Resources Code, whose act or
37 process produced Solid Waste, Recyclable Materials, or Organic Waste as defined in the

1 Public Resources Code, or whose act first causes Solid Waste to become subject to
2 regulation.

3 **Gross Revenues**

4 "Gross Revenues" means any and all revenue or compensation in any form to Contractor
5 or other Affiliates of Contractor, for services performed pursuant to this Agreement,
6 determined in accordance with Generally Accepted Accounting Principles, including, but
7 not limited to, service recipient fees for Collection of Solid Waste, Recyclable Materials and
8 Organic Waste within the Service Area, the transportation of such material to appropriate
9 places of processing, Recycling, Composting, and/or Disposal and the Processing of
10 Recyclable Materials and Organic Waste without subtracting Franchise Fees or any other
11 cost of doing business.

12 **Gross Revenues Collected**

13 "Gross Revenues Collected" means cash receipts collected by the Contractor for the
14 Collection of Solid Waste, Recyclable Materials, and Organic Waste within the Service
15 Area, the transportation of such material to appropriate places of processing, Recycling,
16 Composting and/or Disposal, and the Processing of Recyclable Materials, without
17 subtracting Franchise Fees or any other cost of doing business.

18 **Hazardous Substance**

19 "Hazardous Substance" shall mean any of the following: (a) any substances defined,
20 regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous
21 materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or
22 similarly identified as hazardous to human health or the environment, in or pursuant to (i)
23 the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42
24 USC §9601 et seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC
25 §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv)
26 the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-
27 25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii)
28 California Water Code §13050; (b) any amendments, rules or regulations promulgated
29 there under to such enumerated statutes or acts currently existing or hereafter enacted;
30 and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant
31 identified as hazardous or toxic or regulated under any other applicable federal, state or
32 local Environmental Laws currently existing or hereinafter enacted, including, without
33 limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas
34 and synthetic fuel products, and by-products.

35 **Hazardous Waste**

36 "Hazardous Waste" means all MSW defined or characterized as hazardous waste by the
37 Federal Solid Waste Disposal Act, as amended, including the Resource Conservation and
38 Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) and all future amendments thereto,
39 or regulations promulgated thereunder; all MSW defined or characterized as hazardous
40 waste by the principal agencies of the state (including without limitation the department
41 of health services and the California Integrated Waste Management Board) having
42 jurisdiction over hazardous waste generated by facilities with the state, and pursuant to

1 any applicable state or local law or ordinance, and all future amendments thereto, or
2 regulations promulgated thereunder, including without limitation the California
3 Integrated Solid Waste Management Act of 1989; radioactive wastes; any sewage sludge or
4 other residue from wastewater treatment facilities; those substances or items which
5 require special or extraordinary handling or disposal due to their hazardous, harmful,
6 toxic or dangerous character or quality; and those substances and items which are not
7 normally disposed of by generally accepted sanitary landfill disposal methods.

8 **Household Hazardous Waste**

9 “Household Hazardous Waste” means Hazardous Waste generated at Residential
10 Premises within the Service Area.

11 **Inspection**

12 “Inspection” means an action or site visit where the town reviews records, containers, and
13 an entity's collection, handling, recycling, or landfill disposal of MSW, recyclable material,
14 organic waste, or edible food handling to determine if the entity is complying with
15 requirements set forth in this chapter, or as otherwise defined in 14 CCR Section
16 18982(a)(35).

17 **Materials Recovery Facility (MRF)**

18 “Materials Recovery Facility” means a permitted Facility where Solid Waste, Recyclable
19 Materials, or Organic Waste are sorted or separated for the purposes recovering reusable
20 or Recyclable Materials.

21 **Missed Pick-up**

22 “Missed Pick-up” means failure of Contractor to pick up Solid Waste, Recyclable
23 Materials, and/or Organic Waste that has been set out by the customer at the time, at the
24 weight, in the volume, in the proper container, with the lawful contents in accordance with
25 this Agreement, and at the prescribed level of service, as mutually agreed upon by the
26 customer and Contractor.

27 **Multi-Family Complex**

28 “Multi-Family Complex” means a residential premises with five (5) or more dwelling
29 units. Multi-family premises do not include hotels, motels, or other transient occupancy
30 facilities, which are considered commercial businesses.

31 **Municipal Solid Waste/MSW**

32 “Municipal Solid Waste” or “MSW” means all fractions of discarded putrescible and non-
33 putrescible solid, semi-solid and liquid wastes, including trash, refuse, paper, rubbish,
34 ashes, industrial wastes, construction and demolition debris, discarded home and
35 industrial appliances, manure, vegetable or animal solid and semi-MSWs, and other
36 discarded substances or materials. MSW does not include:

37 A. Hazardous waste, as defined in the State Public Resources Code Section 40141.

- 1 B. Low-level radioactive waste regulated pursuant to the State Radiation Control
2 Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the
3 State Health and Safety Code).
- 4 C. Untreated medical waste which is regulated pursuant to the State Medical Waste
5 Management Act (Part 14 (commencing with Section 117600) of Division 104 of
6 the State Health and Safety Code). Untreated medical waste shall not be disposed
7 of in a MSW landfill, as defined in State Public Resources Code Section 40195.1.
8 Medical waste that has been treated and deemed to be MSW shall be regulated
9 pursuant to Division 30 of the State Public Resources Code.
- 10 D. Recyclable materials which have been source or type-separated from other waste
11 material.

12 **Occupant**

13 "Occupant" means the Person who occupies a Premises.

14 **Operating Expenses**

15 "Operating Expenses" means all of Contractor's direct costs which are necessary to
16 perform the services under the Agreement including, but not limited to, labor, equipment,
17 materials and supplies, fuel, insurance, depreciation, and taxes and general and
18 administrative overhead.

19 **Operating Ratio**

20 "Operating Ratio" means 90.5% (.905).

21 **Operating Ratio Quotient**

22 "Operating Ratio Quotient" means the quotient resulting from the total Operating
23 Expenses over the Operating Ratio. By way of example if Operating Expenses total
24 \$1,900,000 then the Operating Ratio Quotient is \$2,099,447.50. ($1,900,000 / .905 =$
25 $2,099,447.50$).

26 **Organic Waste**

27 "Organic Waste" means MSWs containing material originated from living organisms and
28 their metabolic waste products, including but not limited to food, green material,
29 landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products,
30 printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise
31 defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR
32 Section 18982(a).

33 **Other Fees**

34 "Other Fees" means fees paid by the Contractor at the direction of the Town, including but
35 not limited to, a Vehicle Impact Fee.

1 **Owner (Ownership)**

2 "Owner" means the legal owner of real property; and as used in this chapter the singular
3 shall include the plural, and shall include an individual, a firm, an association, a
4 corporation, a partnership and the lessees, trustees, agents, employees, servants and
5 representatives of any such owner. Proof of the assessment of any real property, the
6 subject of this chapter, to any person or legal entity on the official assessor's rolls shall
7 constitute prima facie evidence that such person or legal entity to whom such property is
8 so assessed is the legal owner thereof.

9 **Party (Parties)**

10 "Party" refers to the Town and Contractor, individually or together (Parties).

11 **Pass-Through Costs**

12 "Pass-Through Costs" means those costs that, under the Agreement, Contractor is
13 obligated to pay without markup or profit and includes: disposal and processing fees,
14 depreciation, interest paid on debt and costs associated with complying with current or
15 then existing laws or regulations of any governing jurisdiction.

16 **Person**

17 "Person" means any individual, firm, association, organization, partnership, corporation,
18 business trust, joint venture, the United States, the State of California, the County of Butte,
19 towns, cities, or special purpose districts.

20 **Premises**

21 "Premises" means any land, or building in Service Area where Solid Waste, Recyclable
22 Materials or Organic Waste is generated or accumulated.

23 **Processing**

24 "Processing" means to prepare, treat, or convert through some special method.

25 **Processing Facility (site)**

26 "Processing Facility" means a permitted Facility where Organic Waste or Recyclable
27 Materials are processed for reuse, recycling, composting, mulching, transformation or
28 purpose other than Disposal.

29 **Rates**

30 "Rates" means the unit to be charged customers by Contractor for providing the Collection
31 of Solid Waste, Recyclable Materials, and Organic Waste within the Service Area, the
32 transportation of such material to appropriate places of processing, Recycling, Composting
33 and/or Disposal, and the Processing of Recyclable Materials. Rates may be adjusted time
34 to time in accordance with this Agreement.

35 **Rate Year**

36 "Rate Year" means the twelve-month period, commencing July 1, of one year and
37 concluding June 30 of the same year, for which Contractor compensation is calculated.

1 **Recyclable Materials**

2 "Recyclable Materials" means material which otherwise would become or be treated as
3 MSW but which, by means of a process of collecting, sorting, cleansing, treating and
4 reconstructing, may be returned to the economic mainstream in the form of finished or
5 source material for new, reused or reconstituted products, which may be used in the
6 marketplace. "Recyclable materials" includes paper, books, magazines, cardboard, box
7 board, plastic, metal, glass, and other similar materials authorized by the town for
8 collection by the authorized contractor.

9 **Recycling**

10 "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting
11 discarded materials which meet the quality standards necessary to be re-used,
12 remanufactured or processed. The Collection, transportation or Disposal of Solid Waste
13 not intended for, or capable of, reuse is not Recycling.

14 **Related Party Entity**

15 "Related Party Entity" means any Affiliate which has financial transactions with
16 Contractor pertaining to this Agreement.

17 **Residential**

18 "Residential" shall mean of, from, or pertaining to a Single-Family or Multi-Family
19 Dwellings and Premises including single-family homes, apartments, condominiums,
20 townhouse complexes, mobile home parks, cooperative apartments, and yacht harbors
21 and marinas where residents live aboard boats.

22 **Residential Property**

23 "Residential Property" means property used for residential purposes.

24 **Revenue Requirement**

25 "Revenue Requirement" means the sum of the Operating Ratio Quotient *plus* the Pass-
26 Through Costs.

27 **Revenue Shortfall or Revenue Overage**

28 "Revenue Shortfall or Revenue Overage" means (for any Rate Year) the deficit, if any, of
29 the Revenue Requirement *less* the Gross Revenues Collected; and "Revenue Overage"
30 shall mean (for any Fiscal Year) the surplus, if any, of the Gross Revenues Collected *less*
31 the Revenue Requirement.

32 **Route Review**

33 "Route Review" means a visual inspection of containers along a hauler route for the
34 purpose of determining container contamination and may include mechanical inspection

1 methods such as the use of cameras, or as otherwise defined in 14 CCR Section
2 18982(a)(65).

3 **SB 1383**

4 “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19,
5 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety
6 Code, and added Article 13.1 (commencing with Section 42652) to Part 3 of Division 30 of
7 the Public Resources Code, establishing methane emissions reduction targets in a
8 statewide effort to reduce emissions of short-lived climate pollutants as amended,
9 supplemented, superseded, and replaced from time to time.

10 **SB 1383 Regulations**

11 “SB 1383 Regulations” means or refers to, for the purposes of this Agreement, the short-
12 lived climate pollutants: organic waste reduction regulations developed by CalRecycle and
13 adopted in 2020 that created 14 CCR, Division 7, Article 12 and amended portions of
14 regulations of 14 CCR and 27 CCR.

15 **Service Area**

16 “Service Area” means that territory within the Town of Paradise with respect to which the
17 Town exercises franchising authority for the Collection of Solid Waste, Recyclable
18 Materials and Yard, the transportation of such material to appropriate places of
19 processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable
20 Materials and Organic Waste which territory is shown on a map on file in the office of the
21 Town Administrator, to which reference is hereby made for the description of said area.

22 **Service Suspension**

23 “Service Suspension” means an option for a residential customer to elect to stop service for
24 an extended period of time due to Premises being vacant. Absent period must be greater
25 than four (4) weeks and may only occur two times per year.

26 **Single Family Dwellings**

27 “Single Family Dwellings” means each Premises used for or designated as a single family
28 residential dwelling, including each unit of a duplex, triplex or townhouse condominium
29 in all cases in which there is separate or individual Solid Waste, Recyclable Materials, and
30 Organic Waste Collection are provided separately to each dwelling unit.

31 **Solid Waste**

32 “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and liquid
33 wastes, as defined in California Public Resources Code §40191, as that section may be
34 amended from time to time. For the purposes of this Agreement, “Solid Waste” does not
35 include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive
36 waste, medical waste, Recyclable Materials, or Organic Waste.

1 **Solid Waste Committee**

2 “Solid Waste Committee” means two Town council members and the Town Manager or his/her
3 designee.
4

5 **State**

6 “State” means the State of California.

7 **Source Separated**

8 “Source Separated” means materials, including commingled recyclable materials, that
9 have been separated or kept separate from the MSW stream, at the point of generation, for
10 the purpose of additional sorting or processing those materials for recycling or reuse in
11 order to return them to the economic mainstream in the form of raw material for new,
12 reused, or reconstituted products, which meet the quality standards necessary to be used
13 in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the
14 purposes of this chapter, source separated shall include separation of materials by the
15 generator, property owner, property owner's employee, property manager, or property
16 manager's employee into different containers for the purpose of collection such that source
17 separated materials are separated from gray container waste or other MSW for the
18 purposes of collection and processing.

19 **Term**

20 “Term” means the time period of this Agreement.

21 **Town**

22 “Town” means the Town of Paradise a municipal corporation of the State of California,
23 and all the territory lying within the municipal boundaries of the Town as presently
24 existing or as such boundaries may be modified, named a party to this Agreement.

25 **Town Administrator**

26 “Town Administrator” means the Town Manager or his or her designee.

27 **Transfer Station**

28 “Transfer Station” means a Facility primarily used for the purpose of transferring Solid
29 Waste from collection vehicles to transfer vehicles (but which may include recovery
30 attributes) to more efficiently transport said Solid Waste to its ultimate Disposal Site.

31 **Universal Waste**

32 “Universal Waste” means Universal Waste as defined in California Code of Regulations
33 Title 22, Division 4.5, Ch 11, Article 1, §66261.9. Included in the definition are, but are not
34 limited to, common household batteries, fluorescent tubes and bulbs and other mercury-
35 containing lamps, thermostats, electronic devises, electrical switches and relays, pilot light
36 sensors, mercury gauges, mercury-added novelties, mercury thermostats and non-empty
37 aerosol cans that contained hazardous materials.
38

1 **Waste Generator**

2 “Waste Generator” means any Person, whose act or process produced Solid Waste, or
3 whose act first causes Solid Waste to become subject to regulation.

4 **Yard Waste**

5 “Yard Waste” means a subset of organic Recyclable Materials consisting of grass cuttings,
6 weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not
7 more than six (6) inches in diameter) and four (4) feet in length, and similar materials
8 generated at Premises within the Service Area, separated and set out for Collection,
9 processing, and Recycling. Yard Waste does not include materials not normally produced
10 from farms, gardens or landscapes, such as, but not limited to, brick, rock, gravel, large
11 quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood or
12 wood products. Diseased plants and trees are also excluded from Yard Waste.

13

EXHIBIT B

**Town Facilities /
Special Events**

Exhibit B

TOWN FACILITIES / SPECIAL EVENTS

Town of Paradise Facilities/ Locations and Service Levels		
Facility	Location	Service Level
Fire Station No. 81 & Police Station	767 Birch Street / 5595 Black Olive Dr	3-yd Container, Recycling and Organic Waste Carts
Fire Station No. 82	5545 South Libby Road	2-yd Container, Recycling and Organic Waste Carts
Fire Station No. 83	1250 Wagstaff Road; or at CDF facility - Forest Service Road	2-yd Container, Recycling and Organic Waste Carts
Building Resiliency Center	6295 Skyway	2-yd Container and Recycling
Town Hall	5555 Skyway	Trash, Recycling, & Organic Waste Carts, & 2-yd Cardboard bin
Paradise Animal Shelter & Town Public Works Yard	925 American Way	2-yd Container, Recycling and Organic Waste Cards
Paradise Community Park	NE corner of Black Olive Drive & Pearson Road intersection	Roll Carts and/or Fixed Small Containers
Paradise Memorial Trailway	Locations (3 or 4) along trailway (near public road intersections)	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Town Hall building	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Terry Ashe Recreation Center, 6626 Skyway	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Les Schwab Tire Store	Roll Carts and/or Fixed Small Containers
Bus Stop	Clark Road in front of Paradise Plaza shopping center	Roll Carts and/or Fixed Small Containers
Bus Stop	Bank building near Clark Road & Wagstaff Road intersection	Roll Carts and/or Fixed Small Containers

Special Events

Johnny Appleseed Days
 Gold Nugget Days
 Chocolate Festival
 Party in the Park

EXHIBIT C

Contractor Public Education Plan

Public Education Plan

Public Education Programs

Northern Recycling will educate the public on our comprehensive services, as well as provide information about increased recycling options and resources. This public education will be accomplished through direct contact with customers, effective marketing and PR materials, advertising in the local media, involvement in community events, and diverse recycling activities. Northern Recycling will offer expanded recycling programs -from curbside single-stream collection to increased source-separated debris box options.

Northern Recycling's public education will include:

- Informational brochure and other outreach materials
- Expanded, single-stream recycling educational information and outreach
- Quarterly Northern Recycling newsletter
- Outreach to residential customers through mailings, advertising, and community events
- Direct outreach to all commercial and multi-family accounts
- Recycling educational programs and tours
- Organic waste education and composting classes
- Hazardous waste/universal waste recycling management plan
- Information about the expanded source-separated debris box collection
- School presentations and tours

The combination of these methods will dramatically increase diversion in Paradise/Butte County, as well as provide comprehensive information about all of Northern Recycling's services. We fully expect that curbside recycling collection, expanded business outreach and recycling, organic waste collection, and increased source-separated debris box service will push diversion rates past 50 percent.

Northern Recycling will use a variety of public outreach methods to assure that all residents and businesses receive *all* the information about the service change and new recycling options.

Northern Recycling will begin advertising, attending community events, distributing literature, and mailing service information immediately after the awarding of the service contract. This comprehensive public education program will continue through the entire transition process.

Public education materials distributed will include:

- Quarterly newsletter
- Direct mailings

- Brochures
- Billing inserts
- Recycling posters
- Recycling stickers
- Community mailing advertisements
- Newspaper advertisements
- Social media advertising
- Presentations
- informational booths at community events

Presentations

Northern Recycling will conduct recycling outreach and public education presentations at various community events, schools, businesses, and more. Northern Recycling will build on already established presentation plans and experience, and conduct fruitful outreach to the Paradise/Butte County community. Northern Recycling will work with the Town and County to identify community groups and will contact the community groups directly to schedule presentations. Service information and recycling outreach will be given at the presentations, questions will be fielded, and various informational brochures and handouts will be distributed. Northern Recycling will continue to contact groups and businesses regarding presentations, as well as granting any presentation requests from the public. Additionally, Northern Recycling will work with schools and teachers to conduct recycling education and tours with student groups. Informational materials will be continuously created and updated in order to provide the most effective information to the public.

Participation at Town/County Events

Northern Recycling will provide informational materials and face-to-face education and support at the Fourth of July Street Fair, Johnny Appleseed Days, and ongoing community events.

Northern Recycling will work with the Town and County to provide public outreach and MSW, Recycling, and organic waste collection services and Town and County public events. Additionally, Northern Recycling will have a comprehensive special event-recycling program that provides waste and recycling consulting and MSW, recycling, and organic waste services to all special events, fairs, and festivals. Northern Recycling will work with event producers, vendors, and the general public to divert a significant amount of special event waste and educate the public on waste reuse, reduction, and recycling. This will include a pilot program for food waste collection at certain, qualifying events.

Northern Recycling will also organize several community events, including a free electronic waste drop-off event, a household hazardous waste collection event, a bulky item collection event, and an organic waste collection and composting event. All events will be advertised through the quarterly newsletter, billing inserts, and

other advertising mediums. Northern Recycling will work together with the Town and County to organize successful events and to promote the year-round drop off options at the hazardous waste facility. Northern Recycling will provide service and support for additional community cleanup events throughout the year.

Recycling Outreach and Waste Audits

Northern Recycling will conduct recycling outreach in order to increase recycling rates, decrease contamination, and educate the public on all facets of the recycling program. This will include information about our collection services, as well as expanded information about reduction, reuse, and recycling options. Outreach materials will be designed and distributed to residents, multi-family accounts, and commercial businesses.

Northern Recycling will conduct site visits of commercial businesses which will include service level recommendations and tips on increased recycling. Businesses will always be encouraged to increase recycling as a money saving initiative. Northern Recycling will provide personalized service in order to maximize recycling rates at these businesses. Northern Recycling will continue to visit at least 20 percent of the commercial and multi-family accounts annually and conduct waste audits.

Northern Recycling will also conduct on-site assessments and trainings for any business upon request. This service will be announced through billing inserts, the newsletter, and other outreach. Northern Recycling will partner with the Paradise Ridge Chamber of Commerce and other business groups to connect with all area businesses.

Additionally, Northern Recycling will education the public and businesses about the recycling and cost saving benefits of source-separated debris boxes. This information will be distributed through the quarterly newsletter, billing inserts, brochures, and other outreach

EXHIBIT D

Payments to Town

EXHIBIT D

PAYMENTS BY CONTRATOR

1. Franchise Fees

Contractor shall pay a monthly Franchise Fee using the following %'s:

Town of Paradise	7%
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EXHIBIT E

**Rate Adjustment
Methodology**

Exhibit E

RATE ADJUSTMENT METHODOLOGY

General

Pursuant to Section 6.02(B), the Solid Waste Collection Rate shall be adjusted on an annual basis, as follows:

1. On or before June 1 of each Rate Year the Contractor will calculate for the Rate Year ending June 30:
 - a. The Total Operating Expenses;
 - b. The Total Pass-Through Costs;
 - c. The Gross Revenues Collected; and
 - d. The Revenue Requirement (equal to the Operating Ratio Quotient *plus* the Pass-Through Costs).
2. To the extent that the Revenue Requirement exceeds the Gross Revenues Collected then such amounts shall be included in the total Revenue Shortfall for such Rate Year and shall be *added* to the Cumulative Revenue Shortfall. To the extent that Gross Revenues exceeds the Revenue Requirement then such amounts shall be included in the total Revenue Overage and shall be credited against any Cumulative Revenue Shortfall OR added to the Cumulative Revenue Overage.
3. The Contractor shall provide a Notice of Rate Adjustment based on the calculations contained in 1 and 2 above. The Notice of Rate Adjustment shall set the Monthly Collection Rate Adjustment for the following Rate Year provided, however, that in no event shall any annual increase exceed the Rate Caps as described in Section 6.03(B) and restated as:

2024 through 2027 - 8% per annum
2028 through 2032 - 5% per annum
2033 through 2040 - 2.5% per annum

The calculation of rates contained in the Notice of Rate Adjustment shall assume that any Cumulative Revenue Shortfall be recaptured and paid to the Contractor over a period of ten (10) years. If there exists fewer than ten (10) years in the remaining term of this Agreement, then the Notice of Rate Adjustment for such years shall assume that any Cumulative Revenue Shortfall be repaid during the remaining term of the Agreement.

In addition to the annual rate adjustments and in conformance with the terms of Exhibit H (SB 1383 Compliance Programs), the Rate Schedule shall further be adjusted as follows when collection of Mixed Organics from Commercial and Residential Generators has commenced:

10.45% increase over standard Residential rates
41.29% increase over standard Commercial rates

Figure 1 includes a format and example of calculating the Cumulate Revenue Shortfall or Overage along with the calculation of Operating Ratio and Operating Ratio Quotient.

Notice of Rate Adjustment Requirements

In submitting its Notice of Rate Adjustment for the Solid Waste Collection Rate Schedule the Contractor is required to provide the following information:

- The Total Operating Expenses;
- The Total Pass-Through Costs;
- The Gross Revenues Collected;
- The Revenue Requirement (equal to the Operating Ratio Quotient *plus* the Pass-Through Costs);
- Documentation of any Cumulative Revenue Shortfall or Cumulative Revenue Overage;
- Proposed Rate;
- Copies of the current Residential, Commercial and Debris Box Collection Rate Schedule.

Figure 1
FORMAT FOR CALCULATING THE CUMULATIVE
REVENUE SHORTFALL OR OVERAGE

NORTHERN RECYCLING & WASTE SERVICES, LLC		
TOWN OF PARADISE FRANCHISE		
NEW RATE METHODOLOGY		
		YEAR
Operating Expenses		\$ 1,731,393
Operating ratio	0.905	\$ 1,913,141
Pass-through Costs:		
Disposal & Processing		\$ 340,117
Franchise Fee		\$ 125,658
Depreciation		\$ 136,549
Interest		\$ 71,126
Total		\$ 673,450
Revenue requirement		\$ 2,586,591
PY Shortfall or (Overage) (10%)		
Revenue requirement - Adjusted		\$ 2,586,591
Net revenue		\$ 1,748,833
Revenue shortfall/(overage)		\$ 837,758
Rate increase (decrease)		47.9%
Revenue shortfall/(overage) incl PY shortfall		\$ 837,758
Rate increase - adjusted		47.9%
Cumulative revenue under/over collected		\$ -

EXHIBIT F

**Solid Waste Collection
Rate Schedule**

Town of Paradise
Exhibit F
Solid Waste Collection Rates
July 1, 2024

Residential (includes solid waste, recycling and yard waste)

35-gallon – Care Rate*	\$ 29.49
35-gallon	\$ 33.66
65-gallon	\$ 43.76
95-gallon	\$ 48.83

* Service recipient must show proof annually of participation in PG&E’s Care Program at the same service location.

Commercial carts

35-gallon	\$ 35.07
35-gallon Multi-Family	\$ 29.49
65-gallon	\$ 47.87
95-gallon	\$ 65.15
2ea. 95-gallon	\$ 108.77

Commercial – 1 Yard

1 p/u per week	\$109.72
2 p/u per week	\$169.55
3 p/u per week	\$228.86
4 p/u per week	\$288.72
5 p/u per week	\$347.39
6 p/u per week	\$406.80

Commercial – 1.5 Yards

1 p/u per week	\$132.55
2 p/u per week	\$208.40
3 p/u per week	\$268.74
4 p/u per week	\$348.80
5 p/u per week	\$414.85
6 p/u per week	\$472.58

Commercial – 2 Yards

1 p/u per week	\$149.97
2 p/u per week	\$255.05
3 p/u per week	\$341.71
4 p/u per week	\$418.04
5 p/u per week	\$499.54
6 p/u per week	\$585.87

Commercial – 3 Yards

1 p/u per week	\$185.16
2 p/u per week	\$309.60
3 p/u per week	\$434.59

Town of Paradise
Exhibit F
Solid Waste Collection Rates
July 1, 2024

4 p/u per week	\$568.99
5 p/u per week	\$670.49
6 p/u per week	\$789.12

Commercial – 4 Yards

1 p/u per week	\$228.42
2 p/u per week	\$389.36
3 p/u per week	\$546.20
4 p/u per week	\$713.79
5 p/u per week	\$875.23
6 p/u per week	\$1,036.55

Commercial – 6 Yards

1 p/u per week	\$267.70
2 p/u per week	\$498.74
3 p/u per week	\$719.49
4 p/u per week	\$929.85
5 p/u per week	\$1,140.23
6 p/u per week	\$1,360.97

Insta-bins

4 yards	\$167.75
6 yards	\$211.94

All commercial customers will be charged an additional \$4.35 per month to support the Town's Vegetative Waste Facility.

Debris Box – Haul Charge Only. Disposal will be added based upon the current tip fee at Neal Road Landfill or authorized dump site.

Open top:

10 cubic yards	\$364.15/per pull
20 cubic yards	\$364.15/per pull
30 cubic yards	\$364.15/per pull
40 cubic yards	\$364.15/per pull

Closed top & Compactor:

10 cubic yards	\$394.38/per pull
20 cubic yards	\$394.38/per pull
30 cubic yards	\$394.38/per pull
40 cubic yards	\$394.38/per pull

Town of Paradise
Exhibit F
Solid Waste Collection Rates
July 1, 2024

Special Charges:

Extra Pickup on-route (30-gallon bag or box)	\$5.00 each item or \$15.00 per yard
Extra Pickup off-route residential Cart	\$33.00 per container
Extra Pickup off-route commercial Bin	\$33.00 per yard
Bulky Item flatbed pickup (Small to Medium Non-freon)	\$33.00 (1 st item) \$15.00 each after
Bulky Item flatbed pickup (Large Non-freon)	\$45.00 (1 st item) \$25.00 each after
Bulky Item flatbed pickup (freon containing)	\$75.00 (1 st item) \$45.00 each after
Lock / Enclosure Service	\$2.50 per service per month
Lock Sale & delivery (Customer provided combo only)	\$35.00 each
Container Push out Charge (0-10 feet no fee)	\$5.00 per month / X every 10 feet
Cart Exchange / Cleaning	\$45.00 each container
1-6 yard Bin Exchange / Cleaning	\$90.00 each container
Cut-Off / Re-Establish service container re-delivery	\$35.00 each container
Overage Cart (over lid top by 10" with photo)	\$8.00 each container per occurrence
Overage 1–6-yard bin (over lid top by 10" with photo)	\$25.00 per yard
Weight Overage exceeding 300 lbs. per Yard	Current tip rate per ton
Additional Recycle or Organics Cart (must retain 6 months min.)	\$9.00 per cart
Additional Debris box & Insta-Bin days (\$250.00 per mo. Max.)	\$15.00 per day per container
Contamination Fee (Exceeding 10% after two written warnings)	\$35.00 each occurrence
Container Damage / Replacement or loss caused by customer	\$75.00 per cart / \$350 per yard (1-6 yd)
Walk in residential (No annual medical Waiver)	5 - 100 feet \$25.00 per month
	101- 200 feet \$50.00 per month
	201' – beyond negotiated collection location

Consideration due to additional collection costs and fluctuating recycling markets:

Commercial Bin Recycling 1-6 yard: 40% or 50% MSW collection rates

EXHIBIT G

Notary Certification

NOTARY CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF _____ ss:

On _____, _____, before me, the undersigned, a Notary Public in and for the State of California, Personally appeared _____, known to me to be the _____ of Contractor that executed the within instrument on behalf of the Contractor therein named, and acknowledged to me that such Contractor executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of _____ this _____ day of _____, _____.

Notary Public

My Commission Expires:

EXHIBIT H

SB 1383 Compliance Programs

SB 1383 Compliance Programs

To support the Town in complying with regulations under SB 1383, Contractor shall implement the programs identified in this Exhibit H. These programs are designed to meet the implementation and education requirements of SB 1383 and help the Town achieve annual diversion requirements set by CalRecycle. The Town's actual annual diversion rate depends on participation of businesses, residents, their respective adherence to program requirements and local code, the Town's enforcement of applicable codes, and the Town's implementation of other programs outside the scope of this Agreement. Accordingly, the Town shall amend or update the Town code to incorporate requirements necessary for the implementation of these programs.

1. Collection Requirements and Container Labeling

Collection of Mixed Organics from Commercial and Residential Generators shall commence at such time as an organic waste transload facility is operational at the Neal Road Recycling & Waste Facility or by **September 1, 2024**, whichever comes first.

Contractor shall provide a 3-container collection program for Solid Waste, Recyclables, and Mixed Organics. Collection containers shall be Grey (MSW), Blue (Recyclables), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by the Contractor shall include language or graphic images, or both, that indicate the primary materials accepted and primary materials prohibited in that container. Labels shall clearly indicate items that are prohibited container contaminants for each container.

2. Education and Outreach

To promote public education about recycling and organics requirements, Contractor shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Contractor shall prepare and distribute to each Generator in the Town a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.

Instructional Service Guide: Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays.

Property Owners and Businesses: Contractor shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirements of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

Technical Assistance Program: Contractor shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

Contamination Monitoring: Contractor shall perform daily contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Contractor's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle.

Contamination Notices: If Prohibited Container Contaminants exceed ten (10) percent in a Single-Stream Recyclable Materials Container or an Organic Materials Container, Contractor shall work with the Customer or on-site property manager to reduce Contamination. Drivers of Collection trucks shall take pictures of loads exceeding the ten (10) percent Contamination limit. Contractor shall record Contamination incidents on Customer accounts to include date of incident, record of picture taken, and type of Contamination.

Upon identification of Prohibited Container Contaminants in a Customer's Container Contractor shall place a written notice on each contaminated container or gate or door of the Premises; and send Customers a letter stating date and nature of

Contamination and shall include a copy of the picture(s). The notice and letter shall be pre-approved by the Town. Notices and letters shall also include actions that may be taken by Customers to correct the identified problem and a telephone number to contact to arrange for Collection. Contractor shall Collect within twenty-four (24) hours, once the reason or reasons for initial non-Collection are cured. Contractor shall provide a quarterly list of accounts receiving a Contamination notice to the Town for follow-up. Contractor shall charge for three or more Contamination incidents after Customer receives two written warnings for Contamination within one calendar year at a Contamination Processing Fee established by the Town.

Contractor will coordinate with the Town to develop procedures regarding alleged violations of these recycling programs.

3. Procurement

At Town option, Contractor agrees to provide the Town with any available procurement credits from renewable fuel purchases used by vehicles within the Town.

4. Commercial and Multi-Family Waivers

A. General

The Town may grant waivers described in this Section to Commercial Customers or Multi-Family Residential Customers that impact the scope of Contractor's provision of service for those Customers; provided, the Generator shall continue to subscribe with Contractor for franchised Collection services to the extent such services are not waived by the Town. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the Town.

B. Minimis Waivers

The Town may waive a Commercial Customer or Multi-Family Residential Customer's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383, and of the Town Code if the Customer provides documentation or the Town has evidence demonstrating one of the following de minimis conditions:

1. The Commercial Customer or Multi-Family Residential Customer's total Discarded Materials Collection service is two (2) cubic yards or more per week, and Organic Waste subject to Collection in an Organic Materials Container comprises less than twenty (20) gallons per week, per applicable Container, of the Customer's total waste; or,

2. The Commercial Customer or Multi-Family Residential Customer's total Discarded Materials Collection service is less than two (2) cubic yards per week, and Organic Waste subject to Collection in an Organic Materials Container comprises less than ten (10) gallons per week, per applicable Container, of the Customer's total waste.

C. Space Waivers

The Town may waive a Commercial Customer or Multi-Family Residential Customer's obligation to comply with some or all of the Solid Waste, Recycling and Organic Waste Collection service requirements if the Town has evidence from its own staff, Contractor, a licensed architect, or a licensed engineer demonstrating that the Customer's Premises lacks adequate space for the Collection Containers required for compliance with such requirements.

A Commercial Customer or Multi-Family Residential Customer may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of Collection services for which they are requesting a compliance waiver.
2. Provide documentation that the Premises lacks adequate space for one or more Containers, including documentation from Contractor, a licensed architect, or a licensed engineer.
3. Provide written verification to the Town that it is still eligible for a physical space waiver every five (5) years if the Town has approved a previous application for a physical space waiver.

Contractor shall provide the Town with required generator information on services and activity that is needed as part of the waiver application. Contractor may also assist generators with waiver applications or submit on their behalf.

5. Edible Food Recovery

Contractor shall provide the Town with necessary data and reporting to determine which customers are considered Tier 1 and Tier 2 commercial edible food generators.

At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the Town's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery

Services operating within the Town, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,

- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

6. Reporting

Contractor will provide the data and/or prepare reports required to meet SB 1383 requirements which includes, but is not limited to:

- The number of generators that receive organic waste collection service;
- The number of route reviews conducted for prohibited container contaminants;
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants;
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews; and,
- The number of commercial edible food generators located within the jurisdiction.



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 5(b)

ORIGINATED BY: Susan Hartman, Community Development Director –
Planning & Wastewater
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Town Council Consideration of an Interim Urgency
Ordinance Enacting a Moratorium on Residential-Type Land
Uses in the CB Zoning District
LONG TERM RECOVERY PLAN: Yes – Tier 2 Economic Development Strategy & Walkable
Downtown

COUNCIL ACTION REQUESTED:

1. Consider waiving the first reading of Town Ordinance No.635 and read by title only, and,
2. Adopt Town Urgency Ordinance No. 635, “An Interim Urgency Ordinance of the Town Council of the Town of Paradise Enacting a Moratorium on the Establishment of Single-Family Residence, Two-Family Residence, and Multiple-Family Residence Land Uses Within the Central Business Zoning District”; or,
3. Provide alternative direction to town staff.

Background:

On April 22, 2024, the Town Council conducted a public hearing at a special council meeting to discuss the zoning in the downtown and the potential impacts of the continued construction of residential land uses on the Town’s vision for a revitalized and walkable commercial downtown district.

At the conclusion of the hearing, the Town Council gave direction to staff to prepare an urgency ordinance for a moratorium on residential-type land uses in the Central Business (CB) Zoning District to be brought back to the regularly scheduled May 14, 2024, council meeting.

Analysis:

Development standards for the Town’s downtown is currently guided by the adopted standards of the Central Business (CB) zoning district which provides for a mix of commercial and residential land uses such as single-family homes and multi-family developments.

As the Town continues to move forward with the sewer, which will expand commercial opportunities in the downtown, an updated downtown master plan, and updated General Plan, it is important that residential-type development be temporarily suspended in the Central Business zone while the Town studies the best areas in the downtown to focus its revitalization efforts on.

At Town Council’s request, staff and legal counsel have prepared an interim urgency ordinance

that would place a moratorium on single-family, two-family, and multi-family housing in the CB zone for 45 days. As an urgency zoning ordinance, the moratorium would take effect immediately. To adopt the urgency ordinance, a four-fifths vote of the Council is required under Government Code section 65858. Thereafter, a noticed public hearing would be held within 45 days to consider extending the urgency zoning ordinance up to an additional 10 months and 15 days, so that Town staff can study and make recommendations regarding zoning regulations concerning future land uses in the downtown.

Financial Impact:

The cost of the publication of the ordinance or ordinance summary within the local newspaper will be borne by the Town.

Attachments:

- Public hearing notice of the May 14, 2024, Town Council meeting mailed to all landowners within the Central Business Zoning District
- “Town Ordinance No._____, “An Interim Urgency Ordinance of the Town Council of the Town of Paradise Enacting a Moratorium on the Establishment of Single-Family Residence, Two-Family Residence, and Multiple-Family Residence Land Uses Within the Central Business Zoning District.”

**TOWN OF PARADISE
NOTICE OF PUBLIC HEARING
PARADISE TOWN COUNCIL**

NOTICE IS HEREBY GIVEN BY THE Paradise Town Council that a public hearing will be held on **Tuesday, May 14, 2024 at 6:00 p.m.**, or as soon thereafter as possible, in the Town Hall Council Chambers, 5555 Skyway, Paradise, California, regarding the following matter:

Interim Urgency Ordinance Moratorium – The Town Council will hold a public hearing to consider an interim urgency ordinance that would temporarily place a moratorium on single-family, two-family, and multiple-family land uses in the Central Business Zoning District (downtown). As an urgency ordinance, the moratorium would take effect immediately. To adopt an urgency ordinance, a four-fifths vote of the Council is required under Government Code section 65858. Thereafter, a noticed public hearing would be held within 45 days to consider extending the urgency ordinance up to an additional 10 months and 15 days, so that Town staff can study and make recommendations on whether or not it is necessary to adopt permanent regulations regarding residential-type land uses in the Central Business District in conjunction with updating its Downtown Master Plan and General Plan.

You are receiving this notice because Butte County Assessor information shows you are a landowner of property located within the Central Business Zoning District.

Susan Hartman
Planning Director

**TOWN OF PARADISE
ORDINANCE NO. _____**

**AN INTERIM URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF PARADISE ENACTING A MORATORIUM ON THE ESTABLISHMENT OF
SINGLE-FAMILY RESIDENCE, TWO-FAMILY RESIDENCE, AND MULTIPLE-FAMILY RESIDENCE
LAND USES WITHIN THE CENTRAL BUSINESS ZONING DISTRICT**

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

SECTION 1. Findings. The Town Council finds and declares as follows:

- a) Paradise Municipal Code section 17.20.200 lists, in pertinent part, as follows:
 - Multiple-Family Residence – permitted with a Site Plan Review Permit
 - Single-Family Residence – permitted with an Administrative Permit
 - Two-Family Residence – permitted with a Site Plan Review Permit
- b) The purpose of the Town’s Central-Business zoning district, as enumerated in Chapter 17.20 of the Paradise Municipal Code, is to provide for commercial retail and service uses, public uses, professional and administrative office uses, and multiple-family residential uses.
- c) The Town’s 2019 Long-Term Community Recovery Plan (LTRP) and 2022 LTRP Update both list the Walkable Downtown, as part of a revitalized downtown, as a community priority Tier 1 project.
- d) The Town’s Building Division has issued five single-family residential rebuild permits post-Camp Fire in the Central Business zone.
- e) The continued issuance of single-family, two-family, and multiple-family residential building permits in the Central Business zone may create a barrier to the redevelopment of a walkable commercial downtown and negatively impact the Town’s commercial business recovery.
- f) California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance and for the purpose of protecting the public safety, health and welfare, the Town Council may adopt, as an urgency measure, an interim ordinance prohibiting any uses that may be in conflict with “a contemplated general plan, specific plan, or zoning proposal that the Town Council, planning commission or the planning department is considering or studying or intends to study within a reasonable time.”
- g) Consistent with the above authority, and in response to conditions and evidence of

**TOWN OF PARADISE
ORDINANCE NO. _____**

which it has become aware, the Town Council desires to adopt a moratorium on the permitting of the residential-type land uses within the Central Business zone to allow for evaluation of whether the existing Town regulation concerning such uses are sufficient to protect the public health, safety, and welfare, and to ensure adequate compatibility of such uses and their surrounding land uses, particularly on sensitive land uses such as residential neighborhoods and schools; and

- h) Based on all the foregoing findings, the Town Council finds that there is a current and immediate threat to the public health, safety and welfare relating to incompatible land use and environmental impacts on residents in the Central Business zone and that the continued construction of single-family, two-family, and multi-family housing in the Central Business zone would result in that threat to the public health, safety and welfare of the Town's residents.
- i) To study whether or not it is necessary to adopt regulations relating to the permanent removal of single-family and multi-family land uses in the downtown, it is in the public interest to thoroughly study all the aspects of this subject matter before any additional housing is installed within the Central Business zoning district.

SECTION 2. Definitions. For the purpose of this ordinance, the following terms shall have the following meanings:

- a) "Multiple-family residence" shall mean use of a site for three (3) or more dwelling units, within one or more buildings, including units intended for individual ownership together with common areas or facilities.
- b) "Single-family residence" shall mean use of a site for only one primary dwelling and its allowed accessory uses, or for one primary dwelling and one secondary dwelling and allowed accessory uses.
- c) "Two-family residence" shall mean use of the site for two (2) dwelling units, either in the same building or in separate buildings, except when one of the dwelling units is a secondary dwelling.

SECTION 3. Prohibitions. During the term of this interim urgency ordinance, no person shall cause or permit the establishment, development, or construction of any single-family, two-family, or multiple-family residence within the Central Business zoning district.

SECTION 4. Report. Staff is directed to conduct a study concerning feasibility and timeframe to

**TOWN OF PARADISE
ORDINANCE NO. _____**

update the Town’s downtown master plan and to issue a written report describing such, at least 10 days prior to the expiration of this ordinance.

SECTION 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is for any reason held to be invalid by a court or competent jurisdiction, such provision shall be deemed severable, and the invalidity thereof shall not affect the remaining provisions or other applications of the ordinance, which can be given effect without the invalid provision or application thereof.

SECTION 6. Urgency, Duration and Publication. This ordinance is adopted by the Town Council pursuant to the California Constitution, article XI, section 7 and Government Code section 65858 by a four-fifths or greater vote, as an urgency measure to protect the public health, safety and welfare, and shall take effect immediately. The reasons for such urgency are set forth in Section 1 above. This ordinance shall expire and be of no further force or effect 45 days after its adoption, unless it is extended by the Town Council pursuant to California Government Code section 65858. Before the expiration of 15 days after the adoption of this ordinance, it shall be published once, with the names of the members of this Council voting for or against the same in a newspaper of general circulation published in the Town of Paradise.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 14th day of May, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald Lassonde, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, Town Attorney

Dina Volenski, Town Clerk



Town of Paradise
Council Agenda Summary
Date: May 14th, 2024

Agenda Item: 5(c)

ORIGINATED BY: Eric Reinbold, Chief of Police
Scott Huber, Town Attorney

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Receive Report Related to Use of “Military Equipment”
as Defined in Paradise Municipal Code

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Conduct the duly noticed and scheduled public hearing to solicit public input related to the use of “military equipment” by the Paradise Police Department as defined by the Paradise Municipal Code; and,
2. Consider approving the updated Military Equipment policy for Paradise Police Department. (ROLL CALL VOTE)
3. Approve the continued use and renewal of Ordinance No. 615. (ROLL CALL VOTE)

Background:

In early 2022, the Town of Paradise adopted an ordinance and policy which allowed the Paradise Police Department (PPD) to use “military equipment” as defined in Government Code sections 7070 through 7075. These sections of the Government Code also require a public agency that utilizes “military equipment” to provide an annual report on the ownership and use of such equipment. The Council will receive the report. In addition, the Council will consider the approval of the updated Military Equipment policy. The Town Council will also conduct a public hearing related to the report.

Analysis:

Items deemed to be “military equipment” by Government Code sections 7070 through 7075 are used as a component of overall best practices for Law Enforcement Agencies (LEAs) throughout the country. These tools have been tested in the field, and are used by LEAs to enhance citizen safety and officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the Town of Paradise Police Department.

The term “military equipment” in fact does not necessarily indicate equipment that has been used by the military. Pursuant to Government Code sections 7070 through 7075, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs.

PPD is committed to using the most up to date tools and equipment to safeguard the citizens of the Town of Paradise. Some of the items deemed to be “military equipment” by Government Code sections 7070 through 7075 are utilized by PPD, and LEAs across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. The items listed in the Military Equipment Use Policy, also provide PPD’s peace officers with vital tools that facilitate compliance with its stringent use of force policy.

An annual report is required pursuant to Government Code sections 7070 through 7075. The report is required to include the following items:

1. A summary of how the Military Equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the Military Equipment.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
5. The quantity possessed for each type of Military Equipment.
6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

The Council will receive the “military equipment” use report and will consider approval of modifications to the Military Equipment Policy, which is attached. Strikeouts from the current policy appear in red strikethrough text and additions appear in blue underlined text.

Financial Impact:

None at this time. Requests for acquisitions of new equipment will come to Council separately.

Attachments:

Amended Military Equipment Use Policy
Annual Report on Military Equipment Use

TOWN OF PARADISE POLICE DEPARTMENT

ANNUAL REPORT OF MILITARY EQUIPMENT USE

Pursuant to Government Code sections 7070 through 7075, the Town of Paradise Police Department is required to provide an annual report outlining the use of "military equipment" as defined in the Government Code and in Paradise Municipal Code Chapter 9.70. The annual report is required to include the following information:

1. A summary of how the Military Equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the Military Equipment.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
5. The quantity possessed for each type of Military Equipment.
6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

The information will be provided in the same order required.

1. Summary of How the Military Equipment was used and the Purpose of its Use.

During the past year, military equipment was used in the following circumstances:

- a. One UAS was deployed on two different occasions.
 1. The capture of a dangerous animal.
 2. An incident involving a possibly armed individual.

As to the purpose of the use of each item of military equipment, the Military Equipment Policy passed by the Town Council contains the purpose of each item of military equipment. Each response is incorporated as if included herein.

2. Summary of any Complaints or Concerns Received Concerning the Military Equipment.

The Town of Paradise and the Paradise Police Department have not received any complaints or concerns related to the use of military equipment.

3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.

4. The Total Annual Cost for Each Type of Military Equipment, Including Acquisition, Personnel, Training, Transportation, Maintenance, Storage, Upgrade, and Other Ongoing Costs, and from What Source Funds Will Be Provided for the Military Equipment in the Calendar Year Following Submission of the Annual Military Equipment Report.

1. Less Lethal Shotgun
 - a. Existing Inventory
 - i. Quantity – 7 Remington 870
 - ii. Annual Maintenance – \$50 system = \$350
 - iii. Fund – Police Operations (30.4520.5202.100)
 - b. Newly Acquired
 - i. Quantity – 4 Remington 870
 - ii. Conversion Cost – \$20 per system = \$80
2. Distraction Devices (Flash-Bangs)
 - a. No Update
3. Rifles
 - a. Existing Inventory
 - i. Quantity – 5 DRMO converted to semi-auto
 - ii. Quantity – 15 Palmetto Semi-auto
 - iii. Annual Maintenance – \$50 per system = \$750
 - iv. Fund – Police Operations (30.4520.5202.100)
 - b. Newly Acquired
 - i. Procured from Evidence
 - ii. Quantity – 6 Palmetto lowers
 - iii. Conversion Cost – \$70 per system = \$420
 - iv. Fund – Police Operations (30.4520.5202.100)
4. Simunition Equipment (SIM)
 - a. No update
5. PepperBall Launcher
 - a. No Update
6. Unmanned Aerial Systems (UAS)
 - a. Newly Acquired
 - i. Donated by PG&E
 1. Quantity – 2 DJI Mavic 2 Enterprise
 - ii. Acquired Used from another agency.
 1. Quantity – 2 DJI FPV
 - a. Cost – \$830 per system = \$1,660
 2. Annual Maintenance & activity logging – \$400 per system = \$1,600
 3. Fund – Police Operations (30.4520.5202.100)

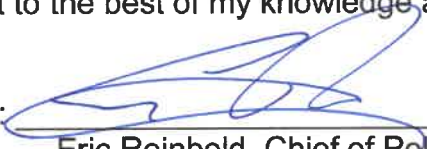
5. The Quantity Possessed for Each Type of Military Equipment.

The quantity of each type of military equipment is outlined in the Military Equipment Policy passed by the Town Council. Each response is incorporated as if included herein.

6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

Military equipment items that the PPD intends to acquire in the next year are outlined in the Military Equipment Policy passed by the Town Council. Each response is incorporated as if included herein.

I certify that the above information is correct to the best of my knowledge and information.

By: 
Eric Reinbold, Chief of Police

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Paradise Police Department

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Military Equipment

708.2 POLICY

It is the policy of the Paradise Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Paradise Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Paradise Police Department:

MILITARY USE EQUIPMENT – Current Inventory

- (a) **Less Lethal Shotgun:** Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.
 - (a) Description, quantity, capabilities, and purchase cost
 - (a) REMINGTON 870 LESS LETHAL SHOTGUN, cost: \$946, quantity: 7. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

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- (b) 12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: \$5, quantity: 300. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.
- (b) Purpose To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
- (c) Authorized Use Situations for use of the less lethal weapon systems may include, but are not limited to:
 - (a) Self-destructive, dangerous and/or combative individuals.
 - (b) Riot/crowd control and civil unrest incidents.
 - (c) Circumstances where a tactical advantage can be obtained.
 - (d) Potentially vicious animals.
 - (e) Training exercises or approved demonstrations
- (d) Lifespan
 - (a) Remington 870 Less Lethal Shotgun- 25 years. Super Sock Round- No listed expiration date.
- (e) Fiscal Impact
 - (a) Annual maintenance is approximately \$50 for each shotgun.
- (f) Training
 - (a) All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training.
- (g) Legal and Procedural Rules
 - (a) Use is established under PPD Policy 308.9, 308.10, and 308.11. It is the policy of the PPD to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.
- (b) **Distraction Devices:** A distract device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

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- (a) Description, quantity, capabilities, and purchase cost
 - (a) DEFENSE TECHNOLOGY, 8901SC FLASH-BANG, cost: \$45, quantity: 11. A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
 - (b) DEFENSE TECHNOLOGY, 1082 CS GRENADE, cost: \$30, quantity: 12. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.
- (b) Purpose
 - (a) To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
- (c) Authorized Use
 - (a) Diversionary Devices shall only be used:
 - (a) By officers who have been trained in their proper use.
 - (b) In hostage and barricaded subject situations.
 - (c) In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
 - (d) During other high-risk situations where their use would enhance officer safety.
 - (e) During training exercises.
- (d) Lifespan
 - (a) Until used.
- (e) Fiscal Impact
 - (a) No annual maintenance.
- (f) Training
 - (a) Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.
- (g) Legal and Procedural Rules
 - (a) Use is established under Paradise Police Policy 408. It is the policy of the PPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

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- (c) **Rifles:** Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.
- (a) Description, quantity, capabilities, and purchase cost
 - (a) Colt M16A1 RIFLE, Converted to Semi-Automatic AR-15, received from military at no cost. cost: \$150 to convert and outfit rifles for police use, quantity: 5. The M16 rifle, officially designated Rifle, Caliber 5.56MM.
 - (b) Palmetto State Armory Semi-Automatic AR-15, cost: \$750, for patrol use, quantity: 15, officially designated Rifle, Caliber 5.56MM
 - (c) SPEER GOLD DOT.223 CALIBER 62 GRAIN RIFLE ROUND, cost: \$260 per case of 500, quantity: 8 cases. Remington ammo made by Speer is reloadable, features nickel plated brass cases and Boxer primers and this is a non-corrosive round. The Gold Dot LE ammunition goes through a process of joining the jacket and core one molecule at a time, thanks to this Speer eradicates the potential for the leading cause of bullet failure (jacket/core separation). This process will guarantee extraordinary weight retention through barriers as strong as auto-glass. In addition to its remarkable strength, Gold Dot rifle ammunition asserts remarkable accuracy. With exact tolerances and unparalleled bullet uniformity of jacket thickness.
 - (d) WOLF GOLD.223 55GR RIFLE ROUND, cost: \$170 per case of 1000, quantity: 2 cases. Wolf Gold 223 Remington ammo features a 55 Grain FMJ bullet, brass casing and a non-corrosive primer. This 223 Rem ammunition is 100% reloadable if you choose to save your brass and reload your 223 ammo. The Wolf Gold.223 ammo offers muzzle velocity of 3250 feet per second and muzzle energy of 1290 ft lbs.
 - (b) Purpose
 - (a) To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.
 - (c) Authorized Use
 - (a) Only members that are POST certified are authorized to use a rifle.
 - (d) Lifespan
 - (a) Colt M16A1 rifle converted to semi-automatic AR-15- no expiration.
 - (b) Palmetto State Armory AR-15 – No expiration
 - (e) Fiscal Impact
 - (a) Annual maintenance is approximately \$50 for each rifle.
 - (f) Training
 - (a) Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.
 - (g) Legal and Procedural Rules

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- (a) Use is established under PPD Policy 312. It is the policy of the PPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.
- (d) **Simunition Equipment (SIM):** The GLOCK Training Pistols were developed with the purpose of enabling reality-based tactical operations training using color marking or plastic projectile ammunition.
 - (a) Description, quantity, capabilities, and purchase cost
 - (a) FX 9mm TRAINING SIMUNITION, cost: \$50 per box of 50 rounds, quantity: 50 boxes. The FX® marking cartridges, which come in six colors, are at the core of the FX® Training System known as "the world's most realistic close-range combat training system". The patented, reduced-energy, non-lethal cartridges leave a detergent-based, water-soluble color-marking compound. The visible impacts allow accurate assessment of simulated lethality. The cartridges are available in .38 cal. and 9mm and feature tactical accuracy up to 25 feet (7.6 meters). The 5.56mm is tactically accurate with ball cartridges to 100 feet (30 meters). No special ballistic facilities are required. They meet the need for a force-on-force and man-to-man training system that is realistic, effective, inexpensive, adaptable and fully portable.
 - (b) GLOCK 17T, cost: \$500, quantity 10. These pistols use the popular FX or FOF ammunition, which are used by military and law enforcement units around the world. The Modular back strap system makes it possible to instantly customize its grip to accommodate any hand size. The reversible magazine catch makes it ideal for left and right-handed shooters.
 - (b) Purpose
 - (a) To provide officers with realistic, tactical scenarios while maintaining a safe environment for training.
 - (c) Authorized Use
 - (a) Only those officers who have been trained in the use of Simunitions.
 - (d) Training
 - (a) Sworn members utilizing Simunitions are trained in their use by POST certified less lethal and firearm instructors.
 - (e) Lifespan
 - (a) Simunition FX training rounds – three years
 - (b) Glock 17T training handgun does not expire
 - (f) Fiscal Impact
 - (a) FX Simunitions – Replacement costs when used
 - (b) Annual maintenance of the Glock 17T - \$10 per year, per training handgun
 - (g) Legal and Procedural Rules

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- (a) Use is established under Paradise Police Policy 312.6. It is the policy of the PPD to utilize Simunitions only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.
- (e) **PepperBall Launcher:** A device that discharges irritant projectiles.
 - (a) Description, quantity, capabilities, and purchase cost
 - (a) PepperBall FTS CARBINE, cost: \$700, quantity 1. The Full Tactical Carbine (FTS) is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles.
 - (b) PepperBall LIVE PROJECTILE, cost: \$2 per projectile, quantity 90. The basic PepperBall projectile contains 2% PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.
 - (c) PepperBall LIVE-X PROJECTILE, cost: \$3 per projectile, quantity 90. The Live Projectile contains a concentrated amount of PAVA pepper powder. One round of LIVE-X contains the equivalent to 10 PepperBall rounds. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 5% PAVA Powder.
 - (b) Purpose
 - (a) To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to:
 - (a) Self-destructive, dangerous and/or combative individuals.
 - (b) Riot/crowd control and civil unrest incidents.
 - (c) Circumstances where a tactical advantage can be obtained.
 - (d) Potentially vicious animals.
 - (e) Training exercises or approved demonstrations.
 - (c) Authorized Use
 - (a) Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.
 - (d) Training
 - (a) Sworn members utilizing PepperBall launchers and projectiles are trained in their use by POST certified less lethal and chemical agent instructors.
 - (e) Lifespan
 - (a) PepperBall FTC Carbine- 20 years

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- (b) PepperBall Live Projectile- 3 years
- (c) PepperBall Live-X Projectile- 3 years
- (f) Fiscal impact
 - (a) Annual maintenance is approximately \$50 for each PepperBall launcher.
- (g) Legal and Procedural Rules
 - (a) Use is established under Paradise Police Policy 308.7.2. It is the policy of the PPD to utilize PepperBall only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

MAINTENANCE OF MILITARY USE SUPPLY LEVELS

~~When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 10% of stock in a calendar year without city council approval to maintain essential availability for the Department's needs.~~

ANNUAL PUBLIC RESPONSE

- ~~Since the adoption of this policy, there has been no reported complaints of the department's possession and acquisition of approved military equipment.~~

MILITARY USE EQUIPMENT – Purchase Request

6. **Unmanned Aerial Systems (UAS):** Also known as drones, are used to provide an extra level of protection, service, perspective, and convenience when conducting criminal investigations, reporting traffic collisions, and search and rescue operations.
 - (a) Description, Quantity, Capabilities, and purchase cost:
 - (a) DJI ~~M30T~~ drones, Quantity ~~4~~ 1, Cost \$~~13,500~~ each
 - (a) The DJI M30T was specifically built to serve industries and applications in public safety, inspection, search & rescue, fire response, and law enforcement. This Unmanned Aerial System (UAS) is a battery powered, remote operated device with a mounted camera, speaker, light and thermal imaging device. This UAS has proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of public safety personnel. ~~This UAS has a flight time of 30 minutes.~~

~~DJI- Mavic Mini-drone, Quantity 4, Cost \$1,200 each~~

- (a) ~~The Mavic Mini was specifically built to serve enthusiasts. This small UAS is a battery powered, remote operated device with a mounted camera and lights. This UAS has proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of public safety personnel. This UAS has a flight time of 30 minutes.~~

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(a) Purpose:

(a) May be deployed when an aerial view would enhance situational awareness and assist officers or incident commanders during, but not limited to, the following occurrences:

1. Arrest/Search Warrant
2. CBRNE (Chemical, Biological, Radiological, Nuclear, Explosives)
3. Crowd Control/Special Events
4. Dignitary Protection Detail
5. Disaster Management
6. Ongoing Criminal Investigation
7. Explosive Ordnance Disposal/Investigation
8. Fire
9. Forensic/Crime Scene
10. Missing Persons Investigations
11. Perimeter Search and Security
12. Search and Rescue
13. SWAT / Tactical Operations
14. Traffic Collision
15. Training
16. Public Relations/Multimedia Productions
17. Assisting outside agencies in any of the above situations
18. Assisting other Town of Paradise departments with carrying out their mission of better serving Paradise residents and visitors

(b) Authorized Use:

(a) UAS may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of UAS shall not be used in the following circumstance:

1. To conduct random surveillance.
2. To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
3. To harass, intimidate, or discriminate against any individual or group.

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4. To conduct personal business of any type.
 5. UAS shall never be weaponized.
- (c) Expected Lifespan:
- (a) 5 - 10 years
- (d) Fiscal Impact:
- (a) Annually ~~\$2,500 - \$3,000~~ ~~\$500 -- \$1000~~ for battery replacements, insurance, and flight/data logs.
- (b) **Rifles:** Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.
- (a) Description, quantity, capabilities, and purchase cost
 - (a) Palmetto State Armory Semi-Automatic AR-15, cost: \$750, for patrol use, quantity: 3, officially designated Rifle, Caliber 5.56MM
 - (b) Purpose
 - (a) To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.
 - (c) Authorized Use
 - (a) Only members that are POST certified are authorized to use a rifle.
 - (d) Lifespan
 - (a) Palmetto State Armory AR-15 – No expiration
 - (e) Fiscal Impact
 - (a) Annual maintenance is approximately \$50 for each rifle.
 - (f) Training
 - (a) Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.
 - (g) Legal and Procedural Rules
 - (a) Use is established under PPD Policy 312. It is the policy of the PPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

MAINTENANCE OF MILITARY USE SUPPLY LEVELS

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 10% of stock in a calendar year without city council approval to maintain essential availability for the Department's needs.

ANNUAL PUBLIC RESPONSE

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- [Since the adoption of this policy, there has been no reported complaints of the department's possession and acquisition of approved military equipment.](#)

MILITARY USE EQUIPMENT – Purchase Request

[No Requests for fiscal year 24/25.](#)

708.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

708.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

708.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is

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available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

708.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

**TOWN OF PARADISE
ORDINANCE NO. 615**

**AN ORDINANCE ADDING SECTION 9.70 TO THE PARADISE MUNICIPAL CODE
RELATING TO MILITARY EQUIPMENT USE**

SECTION 1. Findings. The Town Council of the Town of Paradise finds:

- A. On September 30, 2021, the Governor of the State of California signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.
- B. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070.
- C. Assembly Bill 481 allows the governing body of a Town to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.
- D. The proposed military equipment use policy enacted by this Ordinance will be maintained by the Paradise Police Department.
- E. The proposed military equipment use policy enacted by this Ordinance will be published prior to enactment, and will be reviewed annually by the Town Council.
- F. The proposed military equipment use policy enacted by this Ordinance meets the requirements of California Government Code section 7070, subdivision (d).

SECTION 2. Chapter 9.70 of the Paradise Municipal Code is added to read as follows:

Chapter 9.70
“MILITARY EQUIPMENT” USE ORDINANCE

Sections:

- 9.70.010 Name of Ordinance
- 9.70.020 Definitions
- 9.70.030 Military Equipment Use Policy Requirement
- 9.70.040 Use In Exigent Circumstances
- 9.70.050 Reports on the Use of Controlled Equipment
- 9.70.060 Enforcement
- 9.70.070 Whistleblower Protections
- 9.70.080 Severability

9.70.010 Name of Ordinance

- A. This Ordinance shall be known as the Military Equipment Use Ordinance.

9.70.020 Definitions

- A. "Military Equipment" includes all of the following (pursuant to California Government Code §7070):
1. Unmanned, remotely piloted, powered aerial or ground vehicles.
 2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
 3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
 4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
 5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
 6. Weaponized aircraft, vessels, or vehicles of any kind.
 7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
 8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
 9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
 10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
 11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
 12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
 13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
 14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
 15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
 16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

- B. "Town" means any department, agency, bureau, and/or subordinate division of the Town of Paradise.
- C. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the Town of Paradise Police Department.
- D. "Town Council" means the governing body that is the Town of Paradise Town Council.
- E. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all of the following:
 - 1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
 - 2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
 - 3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
 - 4. The legal and procedural rules that govern each authorized use.
 - 5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.
 - 6. The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
 - 7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
- F. "Exigent Circumstances" means a law enforcement agency's good faith belief that an emergency involving the danger of, or imminent threat of death or serious physical injury to any person is occurring, has occurred, is about to occur, or may reasonably occur in the near future.
- G. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

H. "Type" means each item that shares the same manufacturer model number.

9.70.030 Military Equipment Use Policy Requirement

- A. The Paradise Police Department shall obtain approval of the Town Council, by an ordinance adopting a Military Equipment Use Policy (MEUP) at a regular meeting of the Town Council held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, related to the use of the following:
1. Requesting Military Equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
 2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
 3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.
 4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the Town of Paradise.
 5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
 6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, Military Equipment.
 7. Acquiring Military Equipment through any means not provided by this section.
- B. No later than May 1, 2022, if seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, the Paradise Police Department shall commence a Town Council approval process in accordance with this section. If the Town Council does not approve the continuing use of Military Equipment, including by adoption pursuant to a Military Equipment Use Policy submitted pursuant to this code, within 180 days of submission of the proposed Military Equipment Use Policy to Town Council, the Paradise Police Department shall cease its use of the Military Equipment until it receives the approval of Town Council in accordance with this code.
- C. In seeking the approval of Town Council, the Paradise Police Department shall submit a proposed Military Equipment Use Policy to Town Council and make those documents available on the Police Department's internet website at least 30 days prior to any public hearing concerning the Military Equipment at issue.
- D. The governing body shall consider a proposed Military Equipment Use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section

11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

- E. The governing body shall only approve a Military Equipment Use Policy pursuant to this chapter if it determines all of the following:
1. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 2. The proposed Military Equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
 3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
 4. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
- F. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available for use.
- G. The Town Council shall review any ordinance that it has adopted pursuant to this Chapter approving the funding, acquisition, or use of Military Equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

9.70.040 Use in Exigent Circumstances

- A. Notwithstanding the provisions of this Chapter, the Police Department may acquire, borrow and/or use Military Equipment in Exigent Circumstances without following the requirements of this code. Exigent Circumstances shall be determined by the Paradise Chief of Police in his or her absolute and sole discretion.
- B. If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:
1. Provide written notice of that acquisition or use to the Town Council within 30 days following the commencement of such Exigent Circumstance, unless such information is confidential or privileged under local, state or federal law.
 2. If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the Town Council

within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the Town Council.

3. Include the Military Equipment in the Police Department's next annual Military Equipment Report.

9.70.050 Reports on the Use of Military Equipment.

- A. The Police Department shall submit to Town Council an annual Military Equipment Report for each type of Military Equipment approved by the Town Council within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.
- B. The Police Department shall also make each annual Military Equipment Report required by this section publicly available on its internet website for as long as the Military Equipment is available for use.
- C. The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment:
 1. A summary of how the Military Equipment was used and the purpose of its use.
 2. A summary of any complaints or concerns received concerning the Military Equipment.
 3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
 4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
 5. The quantity possessed for each type of Military Equipment.
 6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.
- D. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment report and the law enforcement agency's funding, acquisition, or use of Military Equipment.
- E. The Town Council shall determine, based on the annual Military Equipment Report submitted pursuant to this section, whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in this code and the Military Equipment Use Policy. If the Town Council determines that a type of Military

Equipment identified in that annual Military Equipment Report has not complied with the standards for approval, the Town Council shall either disapprove a renewal of the authorization for that type of Military Equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

9.70.060 Enforcement.

A. Remedies for Violations of this Ordinance

1. This Chapter does not provide a private right of action upon any person or entity to seek injunctive relief against the Town or any employee unless that person or entity has first provided written notice to the Town Manager by serving the Town Clerk, regarding the specific alleged violations of this Chapter.
2. If a specific alleged violation is not remedied within 90 days of that written notice, a person or entity may seek injunctive relief in a court of competent jurisdiction.
3. If the alleged violation is substantiated and subsequently cured, a notice shall be posted in a conspicuous manner on the Town's website that describes, to the extent permissible by law, the corrective measures taken to address the violation.
4. If it is shown that the violation is the result of arbitrary or capricious action by the Town or an employee or agent thereof in his or her official capacity, the prevailing complainant in an action for relief may collect from the Town reasonable attorney's fees in an amount not to exceed \$5,000 if they are personally obligated to pay such fees.

9.70.070 Whistleblower Protections.

All provisions of Paradise's Protection of Whistleblowers Workplace Policy, and including any updates or replacements thereto, shall apply.

9.70.080 Severability

- A. If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter.
- B. The Town Council hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

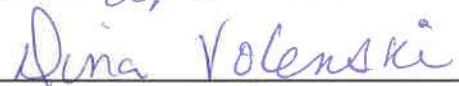
SECTION 3. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along 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 12th day of April 2022, by the following vote:

- AYES:** Greg Bolin, Steve "Woody" Culleton, Jody Jones, Rose Tryon and Steve Crowder, Mayor.
NOES: None
ABSENT: None
ABSTAIN: None



Steve Crowder, Mayor

ATTEST: *April 13, 2022*


DINA VOLENSKI, CMC, Town Clerk

APPROVED AS TO FORM:


Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 6(a)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Downtown Plan
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Authorize the Town Manager to enter into an agreement with Urban Design Associates (UDA) to complete an initial assessment of downtown Paradise to refine the area included in the downtown zoning urgency ordinance. (ROLL CALL VOTE)

Background:

On April 22, 2024, Town Council held a special Council meeting to discuss a moratorium on residential building in the downtown. At that meeting, Council directed staff to proceed with the moratorium process at the May 14th Council meeting. As a result of this moratorium, residential building permit issuance is paused in the downtown Central Business District Zone for 45 days from the May 14th Council meeting.

This moratorium was intended as an urgent and temporary action to give the Town the opportunity to determine which, if any, areas of the downtown should be permanently changed to preserve the vision of the downtown which was adopted in the 2019 Long Term Community Recovery Plan.

The 2019 Long Term Community Recovery Plan was completed by Urban Design Associates (UDA), and identified 39 recovery projects which serve as the foundation of our recovery activities. One of the projects in this plan identifies a walkable downtown, as well as supporting mom and pop businesses, and promoting diverse businesses, amenities, and events.

Analysis:

In order for Council to determine how to move forward beyond this 45-day moratorium, Town staff recommends completing an initial assessment of the downtown area to create an inventory of current conditions, as well as some analysis of what type of commercial space can be supported by the existing and projected population.

UDA has provided an initial scope of work and cost to do this work for the Town as the first phase of a larger downtown strategy that will be completed later this year. The cost and scope of the larger strategy document will be presented to Council for consideration at a later date.

Financial Impact:

UDA has provided an estimated cost of between \$5,500 and \$9,500 for the initial assessment. This is an unbudgeted expense from the General Fund.



Town of Paradise

Council Agenda Summary

Agenda Item: 6(b)

Date: May 14, 2024

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Repeal and Replace Resolution 2024-18 for CDBG DR MIT-PPS Application

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Discuss and consider adopting Resolution No. 2024-____ “A Resolution of the Town Council of the Town of Paradise Repealing and Replacing Resolution No. 2024-18 and Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2023-2024 Funding Year of the State CDBG Mitigation Resilient Planning and Public Services (MIT-PPS) Program.” (ROLL CALL VOTE)

Background:

At the March 2024 Council meeting, Paradise Town Council approved Resolution 2024-18 authorizing Town Staff to submit a resolution to the CDBG DR MIT-PPS program for specified projects totaling \$1.5 Million. \$1.5 Million is the per-applicant maximum for this program.

Analysis:

Since the March meeting, Town staff has conferred with HCD regarding the application and recommends amending the authorizing resolution to remove projects that would likely be ineligible and include projects which are eligible and would further the Town’s recovery goals.

The project to be removed is:

1. Hazard Mitigation Program Grant Match Funding for the Residential Ignition Resistant Rehabilitation Project.

The projects to be added are:

1. Public Services
2. Early Warning Siren Devices

Public Services will allow the Town to offer grants to local organizations to provide mitigation and resilience services to Paradise residents. This program is similar to the Public Services awards the Town already makes to local organizations through our Annual CDBG Allocation, but this program will require specific mitigation activities to be eligible.

The application will also request funding to acquire additional Early Warning Siren devices to go in resident homes in order to improve audibility of siren alerts in the case of emergency. This would increase the number of devices the Town could provide, as it would be in addition to the devices provided through the FEMA HMGP project, if approved by FEMA.

Financial Impact:

There are no new financial impacts associated with this item. This grant program funds projects at 100% with no required match.

**TOWN OF PARADISE
RESOLUTION NO. 2024-___**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE REPEALING AND REPLACING RESOLUTION NO. 2024-18 AND APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023-2024 FUNDING YEAR OF THE STATE CDBG MITIGATION RESILIENT PLANNING AND PUBLIC SERVICES (MIT-PPS) PROGRAM

WHEREAS, The Town of Paradise has significant projects that need attention and funding; and

WHEREAS, The Town of Paradise would like to apply for various grants to obtain funding for some of those projects.

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

SECTION 1: The Town Council hereby repeals Resolution 2024-18.

SECTION 2: The Town Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$ 1.5 Million for the following CDBG-MIT activities, pursuant to the 2017/2018 CDBG MIT-PPS, and MIT-RIP NOFA:

Activity	Dollar Amount Being Requested for the Activity
Long Term Community Recovery Plan Update	\$500,000.00
Public Services Mitigation	\$500,000.00
Early Warning Siren Devices	\$500,000.00

SECTION 3: The Town Council acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4: The Town Council hereby authorizes and directs the Town Manager or designee Public Works Director/Town Engineer, to execute and deliver all applications and act on its behalf in all matters pertaining to all such applications.

SECTION 5: If an application is approved, Town Manager or designee Public Works Director/Town Engineer, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6: If an application is approved, Town Manager or designee Public Works Director/Town Engineer, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Paradise held on May 14th 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

STATE OF CALIFORNIA

Town of Paradise

I, Dina Volenski, Town Clerk of the Town of Paradise, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted at a duly noticed and convened meeting of said Town Council on May 14, 2024, and that such resolution has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Dina Volenski, Town Clerk of the Town of Paradise,
State of California

By: _____
Name and Title*



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 6(c)

ORIGINATED BY: Aimee Beale Finance Director/Town Treasurer
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Updated Policy for Paradise Recovery & Operations (PRO) Funds
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Discuss and consider adopting Resolution No. 2024-____ “A Resolution of the Town Council of the Town of Paradise Updating Policies Relating to the Paradise Recovery and Operations (PRO) Fund.” (ROLL CALL VOTE)

Background:

Currently, Fund 700 holds all of the PG&E settlement funds now called the Paradise Recovery & Operations Fund. Based upon prior budget policies, 90% of the funds are reserved for sustainability of operations as the town rebuilds from the 2018 Camp Fire. 10% of the funds are set aside for *“additional operational needs beyond the 25-year projection in the fiscal sustainability model, and/or to meet any potential additional match funding requirements for recovery projects, as needed.”*

The language regarding the 10% set aside has caused some confusion regarding intent. Some view the funds as a future reserve while others see the funding as available for projects. Currently, of the original \$21.9 million included in this 10%, \$6,460,000 has been reserved for future sewer operations and \$3,800,000 has been reserved for the Roe Road Phase 2 project.

A resolution will eliminate any future confusion by making it clear 10% of the original settlement is set aside for recovery projects and 90% is reserved for operational recovery, including the establishment of an emergency reserve fund. The policy states:

- \$21.9 million (10%) will be placed in Fund #7701 to be used exclusively for recovery projects upon appropriation of the Town Council.
- \$157,969,055 (80% of the original amount less what has been used already for operational support during the last three fiscal years) will remain in Fund #7700 for ongoing operational support upon appropriation of the Town Council.
- \$21.9 million (10%) will be placed in Fund #7702 as an Emergency Reserve Fund. Appropriations from this fund require a 4/5 vote of the Town Council.

Analysis:

Utilizing the three separate funds increases transparency and accountability for the use of the settlement funds and removes the current ambiguity regarding the purpose of the funds.

Financial Impact:

There is no current financial impact to the separation of Fund 7700 into three funds.

**TOWN OF PARADISE
RESOLUTION NO. 2024-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING
PARADISE RECOVERY AND OPERATIONS FUND (PRO).**

WHEREAS, the Town of Paradise received settlement funds from PG&E for damages from the 2018 Camp Fire in the net amount of \$219 million now designated as the Paradise Recovery & Operations Fund (Pro Fund); and,

WHEREAS, anticipating the receipt of funds, the Town Council adopted Resolution No. 20-23 designating uses of the funds; and,

WHEREAS, after the adoption of Resolution No. 20-23, the Town of Paradise created a long-term fiscal sustainability model to ensure the funding would be used in the best possible manner to meet the long-term recovery needs of the town; and,

WHEREAS, as part of prior budget discussions, 90% of PRO funds were to be set aside for operations and 10% as a contingency fund “for additional operational needs beyond the 25-year projection in the fiscal sustainability model, and/or to meet any potential additional match funding requirements for recovery projects, as needed.”; and,

WHEREAS, the Town Council recognizes achieving long-term sustainability requires investing in projects related to recovery and maintaining service levels that exceed annual revenues until the town rebuilds to a sufficient scale to support services; and,

WHEREAS, the Town Council also wishes to maintain an emergency reserve that will only be used during an emergency as may be defined by future Town Councils; and,

WHEREAS, to provide ongoing clarity, the Town Council wishes to place the current PRO funds in three specific funds.

NOW, THEREFORE BE IS RESOLVED by the Town Council of the Town of Paradise does resolve as follows:

1. **\$21.9 million** of the original net settlement funds will be placed in **Fund # 7701** for **projects related to moving the Town’s recovery forward**. Funds may be appropriated for specific projects by a majority vote of the Town Council. Currently, \$10,460,000 has been appropriated for specific projects by Town Council action (\$6,460,000 reserved for future sewer operations and \$3,800,000 million for the Roe Road Phase 2).
2. 80% of the original PRO fund, less what has already been used to support operations during FY 21/22, FY 22/23 and FY 23/24, or **\$157,969,055**, will remain in **Fund #7700 to support operations as the Town recovers**. These funds may be appropriated by majority vote of the Town Council to ensure continuity of town-wide municipal services.
3. **\$21.9 million** of the original settlement funds will be placed in **Fund #7702** as an **Emergency Reserve Fund**. **Fund #7702** may be appropriated by resolution, only for emergencies as determined by the Town Council, upon a 4/5 vote of the Town Council.

TOWN OF PARADISE
RESOLUTION NO. 2024- ____

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th
day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 6(d)

ORIGINATED BY: Aimee Beleu, Finance Director / Town Treasurer
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: FY 2023-24 Operating and Capital Budget Update

COUNCIL ACTION REQUESTED:

1. After a presentation, consider reviewing and filing the financial information provided by staff concerning the FY 2023-24 operating and capital budgets;
2. Approve staff recommended budget adjustments; and,
3. Adopt Resolution No. 2024-____ “A Resolution of the Town Council of the Town of Paradise Adopting Budget Amendments to the 2023/2024 Fiscal Year Operating Budget.” (ROLL CALL VOTE)

Background:

The fiscal year (FY) 2023-24 operating and capital budgets were adopted July 11, 2023. The General Fund was adopted with a balanced budget, which was achieved through a transfer from the PRO Settlement funds to compensate for revenue shortfalls resulting from the 2018 Camp Fire.

Currently, about 10 months of transactions have been recorded for the current fiscal year. Revenues and expenditures from the beginning of FY 2023-24 through the end of April 2024 have been recorded and reviewed in preparation of the analysis below. Staff will continue to closely monitor costs and prepare recommended budget updates regularly to keep the Town Council and community apprised of any significant changes.

Analysis:

Revenues: The Town’s tax base revenue is currently 34% over original budget, \$1,828,454. Overall the rest of the revenues in the other categories are trending above 74% and higher.

Expenditures: Expenditures are trending at 65% of the augmented budget, and we anticipate spending the remaining budgeted expenses during the next two months and closing.

The major shift in the General Fund is a result of Program Participant allocations removed from both Revenues and Expenditures in the amount of \$1,732,963, a change in program expectations of reporting. The second most impactful change is due to a shift in expense allocations for accounting purposes. The Original Budget contained General Plan Updates which were also housed in the General Plan Update Fund. Removing the \$800,000 expense and revenue was appropriate, and also provides a more accurate overview of true General Fund Revenue and Expenses. The remaining changes stem from daily shifts in activities (Dispatch changes, Sheriff Dispatch Contract Changes, budgeted Measure V expenses from the prior years, and amendments approved by Council).

	Program Participant Change	General Plan Update Change	General Fund Changes
Revenue	(\$1,732,963)	(\$800,000)	\$1,065,014
Expenditure	(\$1,732,963)	(\$800,000)	\$687,440
Impact	Ending Fund Balance Effect \$0	Ending Fund Balance Effect \$0	Ending Fund Balance Increase \$377,574

Financial Impact:

The financial impact of the changes to the General Fund are as follows:

1. Increase in tax base revenue
2. Increase in expenses not associated with General Plan or Program Participant (less than 3%)
3. Spending less than what was appropriated at budget adoption
4. *Increase in Ending Fund Balance of \$377,574*

**TOWN OF PARADISE
RESOLUTION NO. 2024-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING
BUDGET AMENDMENTS TO THE 2023/2024 FISCAL YEAR OPERATING BUDGET**

WHEREAS, the FY 2023/24 budget was adopted July 11, 2023; and

WHEREAS, throughout the year budget modifications are needed to account for shifts in revenue and unanticipated expenditures incurred throughout the year; and

WHEREAS, deviations in budget should be recorded to project current financial standing; and,

WHEREAS, the Finance Department has identified budget items in need of adjustment.

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

The Town Council hereby approves the requested budget modifications for the 2023/24 budget year as presented in Exhibit "A".

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of May, 2024, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

TOWN OF PARADISE
Budget Amendments Report
 From Date: 7/1/2023 - To Date: 5/31/2024

EXHIBIT "A"

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 00 Non Department Activity						
Program: 0000 Non Program Activity						
3110.311 - Property Tax Current Secured				Amended Balance as of: 7/1/2023		\$2,340,000.00
	04/29/2024	2024-00001253	F1010 Revenues Property Tax	\$500,000.00	\$0.00	\$2,840,000.00
				\$500,000.00	\$0.00	\$2,840,000.00
3110.312 - Property Tax Current Unsecured				Amended Balance as of: 7/1/2023		\$116,500.00
	04/29/2024	2024-00001253	F1010 Revenues - Property Tax Unsecured	\$625,014.00	\$0.00	\$741,514.00
				\$625,014.00	\$0.00	\$741,514.00
5213.100 - Professional/Contract Services General				Amended Balance as of: 7/1/2023		\$150,000.00
	03/06/2024	2024-00000947	Dept 00 Abatement	\$141,282.00	\$0.00	\$291,282.00
	03/06/2024	2024-00000947	Dept 00 Abatement - Remaining year	\$50,000.00	\$0.00	\$341,282.00
				\$191,282.00	\$0.00	\$341,282.00
Program: 0000 Non Program Activity Totals:				\$1,316,296.00	\$0.00	
Department: 00 Non Department Activity Totals:				\$1,316,296.00	\$0.00	

TOWN OF PARADISE
Budget Amendments Report

From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 15 Town Clerk						
Program: 4100 Town Clerk						
5213.100 - Professional/Contract Services General				Amended Balance as of: 7/1/2023		\$56,336.00
	03/26/2024	2024-00001069	Town Clerk Filing Cabinet	\$0.00	\$6,700.00	\$49,636.00
				\$0.00	\$6,700.00	\$49,636.00
5304 - Furniture & Equipment				Amended Balance as of: 7/1/2023		\$500.00
	03/26/2024	2024-00001069	Town Clerk Filing Cabinet	\$6,700.00	\$0.00	\$7,200.00
				\$6,700.00	\$0.00	\$7,200.00
Program: 4100 Town Clerk Totals:				\$6,700.00	\$6,700.00	
Department: 15 Town Clerk Totals:				\$6,700.00	\$6,700.00	

TOWN OF PARADISE
Budget Amendments Report

From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 20 Administrative Services						
Program: 4201 Central Services						
5212.100 - Insurance General				Amended Balance as of: 7/1/2023		\$381,242.00
	03/06/2024	2024-00000947	Dept 20 - Insurance	\$20,340.00	\$0.00	\$401,582.00
				\$20,340.00	\$0.00	\$401,582.00
5225 - Bank Fees and Charges				Amended Balance as of: 7/1/2023		\$0.00
	03/06/2024	2024-00000947	Dept 20 - Bank Fees	\$1,032.00	\$0.00	\$1,032.00
				\$1,032.00	\$0.00	\$1,032.00
Program: 4201 Central Services Totals:				\$21,372.00	\$0.00	
Program: 4202 Information Technology						
5304 - Furniture & Equipment				Amended Balance as of: 7/1/2023		\$12,000.00
	03/06/2024	2024-00000947	Dept 20 - IT Firewall Replacement	\$11,000.00	\$0.00	\$23,000.00
				\$11,000.00	\$0.00	\$23,000.00
Program: 4202 Information Technology Totals:				\$11,000.00	\$0.00	
Department: 20 Administrative Services Totals:				\$32,372.00	\$0.00	

TOWN OF PARADISE
Budget Amendments Report

From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 25 Finance						
Program: 4420 Measure C/V TUT						
Cost Center Activity: 345 Public Works Fleet						
5305 - Vehicles						
				Amended Balance as of: 7/1/2023		\$63,000.00
	04/01/2024	2024-00001104	F1010 Vehicles - Measure V PW Fleet	\$6,000.00	\$0.00	\$69,000.00
				\$6,000.00	\$0.00	\$69,000.00
Cost Center Activity: 345 Public Works Fleet Totals:				\$6,000.00	\$0.00	
Cost Center Activity: 350 Public Works Streets						
5305 - Vehicles						
				Amended Balance as of: 7/1/2023		\$0.00
	04/01/2024	2024-00001104	F1010 Vehicles - Measure V PW Street	\$147,732.00	\$0.00	\$147,732.00
				\$147,732.00	\$0.00	\$147,732.00
Cost Center Activity: 350 Public Works Streets Totals:				\$147,732.00	\$0.00	
Program: 4420 Measure C/V TUT Totals:				\$153,732.00	\$0.00	
Department: 25 Finance Totals:				\$153,732.00	\$0.00	

TOWN OF PARADISE
Budget Amendments Report
 From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 30 Police						
Program: 4510 Police Administration						
5106.100 - Incentives & Admin Leave Administrative Leave				Amended Balance as of: 7/1/2023		\$27,336.00
	02/26/2024	2024-00000896	PD Augment F1010 Admin Leave	\$14,000.00	\$0.00	\$41,336.00
				\$14,000.00	\$0.00	\$41,336.00
5211.137 - Utilities Electric and Gas				Amended Balance as of: 7/1/2023		\$25,000.00
	02/26/2024	2024-00000896	PD Augment F1010 Utilities	\$6,000.00	\$0.00	\$31,000.00
				\$6,000.00	\$0.00	\$31,000.00
5214.100 - Repair and Maint Service General				Amended Balance as of: 7/1/2023		\$41,760.00
	02/26/2024	2024-00000896	PD Augment F1010 Copier, Water, Cleaning	\$21,516.00	\$0.00	\$63,276.00
				\$21,516.00	\$0.00	\$63,276.00
Program: 4510 Police Administration Totals:				\$41,516.00	\$0.00	
Program: 4520 Police Operations						
5213.100 - Professional/Contract Services General				Amended Balance as of: 7/1/2023		\$12,200.00
	02/26/2024	2024-00000896	PD Augment F1010 Drone	\$3,900.00	\$0.00	\$16,100.00
				\$3,900.00	\$0.00	\$16,100.00
5214.100 - Repair and Maint Service General				Amended Balance as of: 7/1/2023		\$3,500.00
	02/26/2024	2024-00000896	PD Augment F1010 - Maint Services	\$2,100.00	\$0.00	\$5,600.00
				\$2,100.00	\$0.00	\$5,600.00
5220.100 - Employee Development General				Amended Balance as of: 7/1/2023		\$0.00
	02/26/2024	2024-00000896	PD Augment F1010 - New Hires	\$6,437.00	\$0.00	\$6,437.00
				\$6,437.00	\$0.00	\$6,437.00
Program: 4520 Police Operations Totals:				\$12,437.00	\$0.00	
Program: 4530 Public Safety Communications						
5101 - Salaries - Permanent				Amended Balance as of: 7/1/2023		\$382,868.00
	02/26/2024	2024-00000896	PD Augment F1010 2 FTE	\$44,800.00	\$0.00	\$427,668.00
				\$44,800.00	\$0.00	\$427,668.00

TOWN OF PARADISE
Budget Amendments Report
 From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 30 Police						
Program: 4530 Public Safety Communications						
5213.100 - Professional/Contract Services General				Amended Balance as of: 7/1/2023		\$352,508.00
	02/26/2024	2024-00000896	PD Augment F1010 Butte County Contract	\$36,000.00	\$0.00	\$388,508.00
				\$36,000.00	\$0.00	\$388,508.00
5303 - Improvements				Amended Balance as of: 7/1/2023		\$15,000.00
	02/26/2024	2024-00000896	PD Augment F1010 - HVAC and Toilet	\$15,000.00	\$0.00	\$30,000.00
				\$15,000.00	\$0.00	\$30,000.00
5304 - Furniture & Equipment				Amended Balance as of: 7/1/2023		\$7,500.00
	05/07/2024	2024-00001282	PD Augment - Live Scan	\$6,394.00	\$0.00	\$13,894.00
				\$6,394.00	\$0.00	\$13,894.00
Program: 4530 Public Safety Communications Totals:				\$102,194.00	\$0.00	
Department: 30 Police Totals:				\$156,147.00	\$0.00	

TOWN OF PARADISE
Budget Amendments Report

From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 35 Fire						
Program: 0000 Non Program Activity						
3345.100 - State Revenues - Other Refunds & Reimbursements				Amended Balance as of: 7/1/2023		\$75,000.00
	04/29/2024	2024-00001253	F1010 Revenues - Fire Reimbursements	\$0.00	\$60,000.00	\$15,000.00
				\$0.00	\$60,000.00	\$15,000.00
Program: 0000 Non Program Activity Totals:				\$0.00	\$60,000.00	
Program: 4630 Fire - Suppression						
5305 - Vehicles				Amended Balance as of: 7/1/2023		\$39,000.00
	04/01/2024	2024-00001104	F1010 Vehicles - Fire Suppression	\$48,820.00	\$0.00	\$87,820.00
				\$48,820.00	\$0.00	\$87,820.00
Program: 4630 Fire - Suppression Totals:				\$48,820.00	\$0.00	
Department: 35 Fire Totals:				\$48,820.00	\$60,000.00	

TOWN OF PARADISE
Budget Amendments Report

From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 40 Community Development						
Program: 4720 CDD Planning						
3910.628 - Transfers In From Gen Plan Fee				Amended Balance as of: 7/1/2023		\$800,000.00
	04/29/2024	2024-00001253	F1010 Revenues - General Plan Reversal	\$0.00	\$800,000.00	\$0.00
				\$0.00	\$800,000.00	\$0.00
5213.100 - Professional/Contract Services General				Amended Balance as of: 7/1/2023		\$800,000.00
	04/29/2024	2024-00001253	F1010 Expense - General Plan Reversal	\$0.00	\$800,000.00	\$0.00
				\$0.00	\$800,000.00	\$0.00
Program: 4720 CDD Planning Totals:				\$0.00	\$1,600,000.00	
Department: 40 Community Development Totals:				\$0.00	\$1,600,000.00	

TOWN OF PARADISE
Budget Amendments Report
 From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 45 Public Works						
Program: 4205 Disaster Recovery						
5213.100 - Professional/Contract Services General				Amended Balance as of: 7/1/2023		\$0.00
	04/01/2024	2024-00001107	PW Augment F1010 - Sierra West	\$13,000.00	\$0.00	\$13,000.00
	04/01/2024	2024-00001107	PW Augment F1010 - Northstar	\$40,000.00	\$0.00	\$53,000.00
				\$53,000.00	\$0.00	\$53,000.00
Program: 4205 Disaster Recovery Totals:				\$53,000.00	\$0.00	
Program: 4740 Public Works - Engineering						
5101 - Salaries - Permanent				Amended Balance as of: 7/1/2023		\$442,847.00
	04/29/2024	2024-00001253	F1010 & F2105 Wage Reduction	\$0.00	\$100,000.00	\$342,847.00
				\$0.00	\$100,000.00	\$342,847.00
5213.100 - Professional/Contract Services General				Amended Balance as of: 7/1/2023		\$60,000.00
	04/01/2024	2024-00001107	PW Augment F1010 - Contracts	\$36,000.00	\$0.00	\$96,000.00
	04/29/2024	2024-00001253	F1010 Mark Thomas	\$80,000.00	\$0.00	\$176,000.00
				\$116,000.00	\$0.00	\$176,000.00
5218.100 - Advertising General				Amended Balance as of: 7/1/2023		\$2,200.00
	04/01/2024	2024-00001107	PW Augment F1010 - Personnel Advertising	\$3,300.00	\$0.00	\$5,500.00
				\$3,300.00	\$0.00	\$5,500.00
5305 - Vehicles				Amended Balance as of: 7/1/2023		\$75,200.00
	04/01/2024	2024-00001104	F1010 Vehicles - PW Engineering	\$6,387.00	\$0.00	\$81,587.00
				\$6,387.00	\$0.00	\$81,587.00
Program: 4740 Public Works - Engineering Totals:				\$125,687.00	\$100,000.00	
Department: 45 Public Works Totals:				\$178,687.00	\$100,000.00	

TOWN OF PARADISE
Budget Amendments Report

From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 1010 General Fund						
Department: 65 Emergency Mngmt & Disaster Recov						
Program: 4205 Disaster Recovery						
3903.100 - Program Participants Miscellaneous				Amended Balance as of: 7/1/2023		\$1,750,000.00
	04/29/2024	2024-00001253	F1010 Revenues - Program Participants Reversal	\$0.00	\$1,732,963.00	\$17,037.00
				\$0.00	\$1,732,963.00	\$17,037.00
5213.100 - Professional/Contract Services General				Amended Balance as of: 7/1/2023		\$298,577.00
	04/01/2024	2024-00001108	65 F1010 - Contract Services	\$1,400.00	\$0.00	\$299,977.00
	04/01/2024	2024-00001108	65 F1010 - Airport Allocation	\$25,000.00	\$0.00	\$324,977.00
				\$26,400.00	\$0.00	\$324,977.00
5910.105 - Transfers Out To Camp Fire Recovery Projects				Amended Balance as of: 7/1/2023		\$1,732,963.00
	04/29/2024	2024-00001253	F1010 Expense - Cat 4Tree Program Participant	\$0.00	\$970,553.00	\$762,410.00
	04/29/2024	2024-00001253	F1010 Expenses - Residential Ignition	\$0.00	\$723,070.00	\$39,340.00
	04/29/2024	2024-00001253	F1010 Expenses - Defensible Space	\$0.00	\$39,340.00	\$0.00
				\$0.00	\$1,732,963.00	\$0.00
Program: 4205 Disaster Recovery Totals:				\$26,400.00	\$3,465,926.00	
Department: 65 Emergency Mngmt & Disaster Recov Totals:				\$26,400.00	\$3,465,926.00	
Fund Totals: General Fund				\$1,919,154.00	\$5,232,626.00	

TOWN OF PARADISE
Budget Amendments Report

From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 2030 Building Safety & Waste Wtr Svcs						
Department: 40 Community Development						
Program: 4730 Building and Onsite Inspections						
5201.100 - Office Supplies General				Amended Balance as of: 7/1/2023		\$2,000.00
	02/26/2024	2024-00000894	CDD Augment F2030	\$1,000.00	\$0.00	\$3,000.00
				\$1,000.00	\$0.00	\$3,000.00
5203.100 - Repairs and Maint Supplies General				Amended Balance as of: 7/1/2023		\$20,500.00
	02/26/2024	2024-00000894	CDD Augment F2030	\$0.00	\$1,000.00	\$19,500.00
				\$0.00	\$1,000.00	\$19,500.00
5210.100 - Postage General				Amended Balance as of: 7/1/2023		\$1,500.00
	02/26/2024	2024-00000894	CDD Augment F2030	\$1,500.00	\$0.00	\$3,000.00
				\$1,500.00	\$0.00	\$3,000.00
5211.137 - Utilities Electric and Gas				Amended Balance as of: 7/1/2023		\$45,600.00
	02/26/2024	2024-00000894	CDD Augment F2030	\$0.00	\$1,500.00	\$44,100.00
				\$0.00	\$1,500.00	\$44,100.00
Program: 4730 Building and Onsite Inspections Totals:				\$2,500.00	\$2,500.00	
Department: 40 Community Development Totals:				\$2,500.00	\$2,500.00	
Fund Totals: Building Safety & Waste Wtr Svcs				\$2,500.00	\$2,500.00	

TOWN OF PARADISE
Budget Amendments Report
 From Date: 7/1/2023 - To Date: 5/31/2024

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 2105 Disaster Recovery Projects						
Department: 65 Emergency Mngmt & Disaster Recov						
Program: 4205 Disaster Recovery						
3910.010 - Transfers In From General Fund				Amended Balance as of: 7/1/2023		\$1,732,963.00
	04/29/2024	2024-00001253	F2105 - Revenue F1010 Cat 4 Trees	\$0.00	\$970,553.00	\$762,410.00
	04/29/2024	2024-00001253	F2105 - Revenue F1010 Residential Ignition	\$0.00	\$723,070.00	\$39,340.00
	04/29/2024	2024-00001253	F2105 - Revenue F1010 Defensible Space	\$0.00	\$39,340.00	\$0.00
				\$0.00	\$1,732,963.00	\$0.00
7312 - Category 4 Tree Removal				Amended Balance as of: 7/1/2023		\$3,882,212.00
	04/29/2024	2024-00001253	F2105 - Cat 4 Trees	\$0.00	\$970,553.00	\$2,911,659.00
				\$0.00	\$970,553.00	\$2,911,659.00
7313 - Residential Ignition Resistant Program				Amended Balance as of: 7/1/2023		\$2,892,279.00
	04/29/2024	2024-00001253	F2105 - Residential Ignition	\$0.00	\$723,070.00	\$2,169,209.00
				\$0.00	\$723,070.00	\$2,169,209.00
7316 - Defensible Space Code Enforcement				Amended Balance as of: 7/1/2023		\$157,358.00
	04/29/2024	2024-00001253	F2105 - Defensible Space	\$0.00	\$39,340.00	\$118,018.00
				\$0.00	\$39,340.00	\$118,018.00
Program: 4205 Disaster Recovery Totals:				\$0.00	\$3,465,926.00	
Department: 65 Emergency Mngmt & Disaster Recov Totals:				\$0.00	\$3,465,926.00	
Fund Totals: Disaster Recovery Projects				\$0.00	\$3,465,926.00	
Grand Totals:				\$1,921,654.00	\$8,701,052.00	

TOWN OF PARADISE
Budget by Fund Category Report
 05/07/2024

Prior Fiscal Year Activity Included

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
GOVERNMENTAL - Governmental Funds									
Revenue									
010 - Taxes	\$5,456,000.00	\$1,125,014.00	\$6,581,014.00	\$0.00	\$0.00	\$7,284,454.91	(\$703,440.91)	111%	\$6,408,633.00
020 - Licenses and Permits	\$333,000.00	\$0.00	\$333,000.00	\$0.00	\$0.00	\$244,944.10	\$88,055.90	74%	\$522,052.08
030 - Fines, Forfeitures and Penalties	\$22,800.00	\$0.00	\$22,800.00	\$0.00	\$0.00	\$16,916.23	\$5,883.77	74%	\$110,248.69
040 - Investment Revenue	\$16,440.00	\$0.00	\$16,440.00	\$0.00	\$0.00	\$31,316.06	(\$14,876.06)	190%	\$44,604.53
050 - Intergovernmental Revenues	\$1,214,250.00	(\$60,000.00)	\$1,154,250.00	\$0.00	\$0.00	\$857,625.06	\$296,624.94	74%	\$1,661,432.04
060 - Charges for Services	\$73,122.00	\$0.00	\$73,122.00	\$25.57	\$0.00	\$113,400.47	(\$40,278.47)	155%	\$165,225.86
070 - Other Revenues	\$1,759,500.00	(\$1,732,963.00)	\$26,537.00	\$0.00	\$0.00	\$39,790.57	(\$13,253.57)	150%	\$114,729.55
080 - Other Financing Sources	\$14,446,932.00	(\$800,000.00)	\$13,646,932.00	\$0.00	\$0.00	\$0.00	\$13,646,932.00	0%	\$11,983,114.82
Revenue Totals	\$23,322,044.00	(\$1,467,949.00)	\$21,854,095.00	\$25.57	\$0.00	\$8,588,447.40	\$13,265,647.60	39%	\$21,010,040.57
Expense									
100 - PRIOR YR ENTRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
010 - Salaries and Wages	\$8,794,813.00	(\$41,200.00)	\$8,753,613.00	\$0.00	\$0.00	\$7,152,325.87	\$1,601,287.13	82%	\$6,861,071.37
015 - Other Employee Costs	\$991,904.00	\$0.00	\$991,904.00	\$0.00	\$0.00	\$801,065.56	\$190,838.44	81%	\$952,792.06
020 - Supplies	\$368,715.00	\$0.00	\$368,715.00	\$0.00	\$3,431.93	\$258,515.77	\$106,767.30	71%	\$383,341.90
030 - Postage Printing and Advertising	\$101,470.00	\$3,300.00	\$104,770.00	\$179.55	\$0.00	\$63,263.23	\$41,506.77	60%	\$42,471.47
040 - Utilities	\$275,774.00	\$6,000.00	\$281,774.00	\$0.00	\$0.00	\$232,041.76	\$49,732.24	82%	\$348,923.67
050 - Services	\$8,064,991.00	(\$336,162.00)	\$7,728,829.00	\$5,000.00	\$180,180.42	\$4,834,102.93	\$2,714,545.65	65%	\$6,821,189.69
060 - Employee Development	\$156,275.00	\$6,437.00	\$162,712.00	\$478.50	\$2,575.00	\$56,295.48	\$103,841.52	36%	\$110,849.23
070 - Other Costs	\$60,894.00	\$0.00	\$60,894.00	\$0.00	\$0.00	\$51,007.06	\$9,886.94	84%	\$54,600.01
075 - Special Costs	\$5,950.00	\$1,032.00	\$6,982.00	\$0.00	\$0.00	\$7,334.04	(\$352.04)	105%	\$35,482.69
080 - Capital Outlay	\$973,620.00	\$248,033.00	\$1,221,653.00	\$0.00	\$225,181.20	\$590,979.93	\$405,491.87	67%	\$2,185,308.47
090 - Debt Service	\$1,210,112.00	\$0.00	\$1,210,112.00	\$0.00	\$0.00	\$12,303.45	\$1,197,808.55	1%	\$1,234,303.89

TOWN OF PARADISE
Budget by Fund Category Report
 05/07/2024

Prior Fiscal Year Activity Included

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
GOVERNMENTAL - Governmental Funds									
Expense									
095 - Other Financing Uses	\$2,317,526.00	(\$1,732,963.00)	\$584,563.00	\$0.00	\$0.00	(\$525,370.20)	\$1,109,933.20	-90%	\$908,324.60
Revenue Totals:	\$23,322,044.00	(\$1,467,949.00)	\$21,854,095.00	\$25.57	\$0.00	\$8,588,447.40	\$13,265,647.60	39%	\$21,010,040.57
Expenditure Totals:	\$23,322,044.00	(\$1,845,523.00)	\$21,476,521.00	\$5,658.05	\$411,368.55	\$13,533,864.88	\$7,531,287.57	65%	\$19,938,659.05
GOVERNMENTAL - Governmental Funds Net Totals:	\$0.00	\$377,574.00	\$377,574.00	(\$5,632.48)	(\$411,368.55)	(\$4,945,417.48)	\$5,734,360.03		\$1,071,381.52
Revenue Grand Totals:	\$23,322,044.00	(\$1,467,949.00)	\$21,854,095.00	\$25.57	\$0.00	\$8,588,447.40	\$13,265,647.60	39%	\$21,010,040.57
Expenditure Grand Totals:	\$23,322,044.00	(\$1,845,523.00)	\$21,476,521.00	\$5,658.05	\$411,368.55	\$13,533,864.88	\$7,531,287.57	65%	\$19,938,659.05
Grand Totals:	\$0.00	\$377,574.00	\$377,574.00	(\$5,632.48)	(\$411,368.55)	(\$4,945,417.48)	\$5,734,360.03		\$1,071,381.52



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 6(e)

ORIGINATED BY: Jessica Erdahl, Supervising Project Manager
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: 2024 On-System Road Rehabilitation / HSIP Systemic Intersection Safety Improvement Project Rescind Contract Award, Reject All-Bids and Re-Advertise
LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Pursuant to Public Contract Code Section 20166, consider rescinding award of the 2024 On-System Road Rehabilitation/HSIP Systemic Intersection Safety Improvement Project and rejecting all bids received, and;
2. Adopt Resolution No. 2024- ____, “A resolution of the Town Council of the Town of Paradise approving the updated plans and specifications for the 2024 On-System Road Rehabilitation /HSIP Systemic Intersection Safety Improvement Project and authorizing re-advertisement for bids on the projects. (ROLL CALL VOTE)

Background:

Due to the ongoing recovery effort and debris removal operations within the Town and Butte County, the Town’s on-system roadway infrastructure sustained heavy damage in the wake of the Camp Fire. The pavement structural sections were damaged in two ways:

1. Pavement scarring due to car fires – On the day of the Camp Fire, several motorists were required to abandon their vehicles and continue evacuating on foot. The subsequent car fires damaged the pavement, justifying the need for repair.
2. Pavement structural section damage due to heavy truck traffic – Following the Camp Fire, the Town experienced a staggering level of truck traffic. During the CALOES Debris Removal effort, over 3.7 million tons of material was removed, equivalent to approximately 300,000 truckloads. During that same period, PG&E, Comcast, and AT&T restored their damaged distribution infrastructure. Additionally, PG&E removed over 92,000 trees, and an additional 100,000 trees were removed in 2020 as part of the Hazard Tree Removal Program. The volume of trucks using the Town’s on-system roads has resulted in damage to the pavement structural section, justifying the need for rehabilitation.

The Town coordinated with Caltrans and Federal Highways Administration (FHWA) to secure Emergency Relief permanent restoration funding to repair damaged on-system roads town wide. Through the Emergency Relief Program, the Town of Paradise has been approved for \$55,439,200 for the on-system road rehabilitation project. The approved project is located on Federal-Aid “On-System” roads – meaning the Town’s primary collectors and arterials such as Skyway, Clark, Pearson, Elliott, Bille, Wagstaff, Pentz, etc.

Additionally, in 2018 the Town has been approved for \$1,229,300 in Cycle 9 Highway Safety Improvement Program (HSIP) funds to improve safety at sixteen stop-controlled intersections at various locations. The countermeasure will be to systemically improve minor street approaches with a combination of additional intersection warning/regulatory signs, improved pavement markings, and providing improved sight triangles. For efficiency this project will be bid and constructed with the On-System Road Rehabilitation projects.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Subsequently, in January 2021, task orders were issued to Mark Thomas, Dokken Engineering, and Wood Rodgers, Inc. to perform civil design services on the on-system road rehabilitation project.

The overall scope of work for the combined Road Rehabilitation and HSIP Project can be summarized as follows:

- Repair Camp Fire damaged on-system roads to achieve a pre-fire condition.
- Improve safety at two stop-controlled intersection with a combination of striping, warning/regulatory signs, improved pavement markings and providing improved sight triangles.

On December 12, 2024 Paradise Town Council adopted a resolution approving the Plans, Specifications and Estimate for the 2024 On-System Road Rehabilitation /HSIP Systemic Intersection Safety Improvement Project. Council further directed staff to advertise for bids.

On April 9, 2024 Paradise Town Council awarded Contract No. 7303.3.CON, 2024 On-System Road Rehabilitation /HSIP Systemic Intersection Safety Improvement Project to Lamon Construction Co, Inc. in the amount of their base bid, \$4,961,786.55.

Following Council award, Town staff held back routing contracts for execution due to a pending Caltrans review of Lamon's Disadvantaged Business Enterprise (DBE) participation Good Faith Effort (GFE). Typically, this step occurs before Council award.

Analysis:

Per the contract specifications, the award of the contract, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid whose bid complies with all the requirements prescribed. The apparent low bidder at bid opening was Lamon Construction Co, Inc. (Lamon) with a base bid of \$4,961,786.55, with a DBE commitment of 6.93%. The established contract DBE goal was 17%.

Per Local Assistance Program Manual (LAPM) Chapter 9 a bidder must, in order to be responsive, make Good Faith Efforts (GFEs) to meet the DBE contract goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient to meet the goal. Second, if the bidder does not meet the goal, the bidder can provide documentation in support of their adequate GFEs.

On April 19, 2024 Caltrans Engineering Support Branch (ESB) provided the attached Memorandum "Town of Paradise Good Faith Effort Evaluation." The document noted that ESB does not concur with the Town of Paradise's determination that Lamon did demonstrate adequate Good Faith Efforts to meet the contract goal."

Upon a re-evaluation following receiving Caltrans' determination, Town Staff concurred with Caltrans also concluded that the GFE submitted by Lamon did not demonstrate Good Faith Efforts to meet the DBE contract goal. The re-evaluation of Good Faith Efforts is provided in this Agenda Summary.

Per the LAPM, if the Town determines that the apparent successful bidder has failed to meet the GFEs requirements, the Town, before awarding the contract, must provide the apparent successful bidder the opportunity for administrative reconsideration in accordance with 49 CFR 26.53. Lamon was invited to and attended an Administrative Reconsideration Hearing on April 29, 2024. The primary purpose of an Administrative Reconsideration Hearing is to provide supporting documentation or argument which was not originally presented in the original submittal(s).

A three-person panel was formed to hold the Administrative Reconsideration Hearing, comprised of the Town Manager, Human Resources and Risk Management Director and Supervising Capital Projects Manager – all of which had not previously participated in the original DBE GFE review and determination. The panel is required to provide a final decision on behalf of the Town of Paradise.

The Administrative Reconsideration Hearing was held on April 29, 2024. The panel concluded that the GFE submitted, as well as the information presented during the hearing by Lamon did not demonstrate Good Faith Efforts to meet the DBE contract goal. As a result, the bid submitted from Lamon has been deemed non-responsive.

The next lowest bidder, All-American Construction, Inc. also failed to meet the DBE goal with a commitment of 9.5%. Although the third lowest bidder, Baldwin Contracting Company dba Knife River Construction did meet the goal with a commitment of 17.36%, their bid was \$5,845,590.64, 18% higher than the lowest bid.

Following review of the proposals received, and in consideration of the logistical consideration of Paradise Town Council previously indicating intent to award to Lamon on April 9, it is staff's recommendation to rescind the award and reject all bids with immediate readvertisement. Rejecting all bids and readvertising the project will delay the project schedule by two months. This action is supported by Public Contract Code Section 20166 which states:

20166. *In its discretion, the legislative body may reject any bids presented and readvertise.*

Financial Impact:

FHWA Emergency Relief and HSIP funds have been authorized for construction and construction engineering phases at actual documented cost incurred.

The total estimated construction and construction engineering cost for the On-System Road Rehabilitation and HSIP project is \$7,726,298. The estimated funding breakdown is shown on the next page. A detailed project accounting description for each project bid will be made available at the time of contract award.

2024 On-System Road Rehabilitation Project

Contract Items	Total Estimated Cost	ER 38Y0(012) 75.25%	CDBG-DR ER Match 24.75%	HSIP 5425(041) 90%	LTF HSIP Match 10%	Non-Participating (Utility Adjustments)
Construction Project 3 - 2024	\$ 6,438,582.15	\$ 4,712,608.19	\$ 1,549,994.05	\$ 13,481.92	\$ 1,497.99	\$ 161,000.00
Contingency (10%)	\$ 643,858.22	\$ 471,260.82	\$ 154,999.41	\$ 1,348.19	\$ 149.80	\$ 16,100.00
Construction Management (10%)	\$ 643,858.22	\$ 471,260.82	\$ 154,999.41	\$ 1,348.19	\$ 149.80	\$ 16,100.00
Total	\$ 7,726,298.58	\$ 5,655,129.82	\$ 1,859,992.87	\$ 16,178.30	\$ 1,797.59	\$ 193,200.00
Total Available Funding	\$ 41,063,869.77	\$ 30,152,108.28	\$ 9,917,138.60	\$ 348,500.60	\$ 38,722.29	\$ 607,400.00
Balance	\$ 33,337,571.19	\$ 24,496,978.45	\$ 8,057,145.74	\$ 332,322.30	\$ 36,924.70	\$ 414,200.00

Required On-System Road matching funds, \$1,859,992.87 (24.75%), will be funded by Community Development Block Grant-Disaster Recovery fund. Required HSIP matching funds, \$1,797.59 (10%), will be funded by Local Transit Funds.

Attachments:

- A. Resolution
- B. Caltrans Memorandum
- C. Town of Paradise Re-evaluation of Good Faith Efforts
- D. DBE Goal Good Faith Effort Administrative Reconsideration Hearing Notice
- E. Town of Paradise Administrative Hearing Determination

**TOWN OF PARADISE
RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING THE UPDATED PLANS AND SPECIFICATIONS FOR THE 2024 ON-
SYSTEM ROAD REHABILITATION /HSIP SYSTEMIC INTERSECTION SAFETY
IMPROVEMENT PROJECT AND AUTHORIZING RE-ADVERTISEMENT FOR BIDS
ON THE PROJECTS**

WHEREAS, on-system roads sustained damage as a result of the Camp Fire; and,

WHEREAS, the Town of Paradise has received a \$55,439,200 allocation of Federal Highway Administration Emergency Relief Program funds; and,

WHEREAS, the purpose of the Emergency Relief Program is Repair or reconstruction of Federal-aid highways and roads (“On-System”) which have suffered serious damage as a result of natural disasters; and,

WHEREAS, eligible repairs may include, but are not limited to, damage occurring to pavement or other surface courses, shoulders, embankments, cut slopes, roadside development, and stream channels, whether man-made or natural. Pavement repairs or reconstruction may also include rock slope protection, cribbing, or other stream bank control features, bridges, retaining walls, culverts and debris removal, including other deposits from roadway drainage channels and the traveled way; and,

WHEREAS, the Town of Paradise has received a \$9,938,178 allocation of United States Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery funds as matching funds; and,

WHEREAS, the Town of Paradise has received a \$1,229,300 allocation of Federal Highway Administration Highway Safety Improvement Program funds; and,

WHEREAS, the purpose of the Highway Safety Improvement Program is to achieve a significant reduction in traffic fatalities and serious injuries on public roads; and,

WHEREAS, the 2024 On-System Road Rehabilitation/HSIP Systematic Intersection Safety Improvement Project is consistent in scope with the approved Emergency Relief and Highway Safety Improvement Program funds; and,

WHEREAS, the 2024 On-System Road Rehabilitation/HSIP Systematic Intersection Safety Improvement Project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire; and,

WHEREAS, the Town Council approved the original Plans, Specification and Estimates and authorized advertisement for bids on the 2024 On-System Road Rehabilitation/HSIP Systematic Intersection Safety Improvement Project on the 12th day of December 2023; and

WHEREAS, the Town Council received three bids, with the apparent low bid being received from Lamon Construction Co. Inc. (“Lamon Construction”); and

WHEREAS, the State of California Department of Transportation (“Caltrans”) issued a ruling that Lamson Construction’s good faith efforts related to the inclusion of disadvantaged business enterprise (“DBE”) subcontractors in its bid fell short of the standard required by Caltrans; and

WHEREAS, the Town of Paradise held an administrative reconsideration hearing with Lamson Construction related to its good faith efforts to include bids from DBE subcontractors to give Lamson Construction an opportunity to provide additional evidence of its good faith efforts; and

WHEREAS, following the administrative reconsideration hearing, the administrative reconsideration hearing panel accepts the determination of Caltrans and declares the bid of Lamson Construction non-responsive; and

WHEREAS, the Town has determined that it would be appropriate in this instance to reject all bids and to re-advertise for the 2024 Off-System Road Rehabilitation Project.

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

Section 1. The above recitals are true and are incorporated as if fully set forth herein.

Section 2. The updated design, plans, specifications and estimate for the 2024 On-System Road Rehabilitation/HSIP Systematic Intersection Safety Improvement Project described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 3. The Public Works Department is authorized to re-advertise the 2024 On-System Road Rehabilitation/HSIP Systematic Intersection Safety Improvement Project

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 14th day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:


Scott E. Huber, Town Attorney

Memorandum

To: TRACY COAN
Local Civil Compliance Liaison
Division of Local Assistance

Date: April 19, 2024


File: ER38Y0(012)/
HSIPL5425(041)

From: DENA JOSEPH 
Senior Transportation Engineer
Engineering Support Branch
Office of Civil Rights

Subject: TOWN OF PARADISE GOOD FAITH EFFORT EVALUATION

The Town of Paradise determined that the Disadvantaged Business Enterprise (DBE) contract goal for this project is 17.0%. According to the documentation provided by the Town of Paradise, the DBE commitment listed the apparent lowest bidder, Lamon Construction Co. (Lamon), is 6.93% or \$ 344,050.00 of the total bid for road rehabilitation project.

The Engineering Support Branch (ESB) has reviewed the submitted Disadvantaged Business Enterprises (DBE) forms from Lamon. ESB determined that Lamon's DBE commitment of 6.93% or \$ 344,050.00 did not meet the 17.0% contract goal.

ESB does not concur with the Town of Paradise's determination that Lamon did demonstrate adequate Good Faith Effort (GFE) to meet the contract goal. 

According to the DBE Program, when a bidder has not committed to meet the contract goal, ESB evaluates the bidder's good faith efforts using Appendix A of 49 CFR Part 26.

EVALUATION OF GOOD FAITH EFFORT DOCUMENTATION

The Good Faith Efforts (GFE) are all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation.

A. Outreach Efforts

In Part A of the “Exhibit 15-H: Proposer/Contractor Good Faith Efforts” form, the Contractor was asked to describe their outreach efforts, list the dates, location and results.

Lamon reached out to 2 publications and started their advertisements 22 days before bid opening for solicitation of DBE subcontractors and suppliers. This allowed the DBE firms sufficient time to respond to the solicitation as well as provided adequate information about the contract.

The following table indicates a summary of Lamon’s advertisements.

Publications	Advertisement Date	Bid Opening Date	Number of Days Published	Supporting Documents Provided
California Bid Register	1/31/24	2/22/24	22	Yes
California Bid Bulletin	2/2/24	2/22/24	20	Yes

Lamon provided a copy of the advertisements in the GFE supporting documentation.

B. Documentation of Solicitation Efforts and Follow Up

In Part B of the “Exhibit 15-H: Proposer/Contractor Good Faith Efforts” form, Lamon was to list the name of DBEs, the date of initial solicitation, items of work offered, and the follow up methods. Lamon stated, “** See attached list.”

Lamon indicated that they utilized the B2GNow California Unified Certification Program (B2Gnow). Lamon provided a copy of the search, which resulted in DBE 258 firms. Lamon searched for DBE firms in District 3 and the following work codes:

Work/ NAICS Code	Category
C0639	ASPHALT SUPPLIER (BULK ITEM)
C0651	CONCRETE & CEMENT SUPPLIER (BULK ITEM)
C0800	TRAFFIC STRIPES, MARKING AND TRAFFIC CONTROL MATERIALS SUPPLIER
C1200	CONSTRUCTION AREA SIGNS
C1201	TRAFFIC CONTROL SYSTEM

C1522	RESET, ADJUST ROADWAY ITEMS
C1531	PLANE ASPHALT CONCRETE
C1532	REMOVE CONCRETE
C1601	CLEARING & GRUBBING
C1901	ROADWAY EXCAVATION
C1930	STRUCTURE BACKFILL
C2501	AGGREGATE SUBBASE (AS)
C2602	AGGREGATE BASE (AB)
C3600	PENETRATION TREATMENT & PRIME COAT
C37	BITUMINOUS SEAL
C39	ASPHALT CONCRETE
C3910	PAVING ASPHALT (ASPHALT CONCRETE)
C3930	PAVEMENT REINFORCING FABRIC
C3940	PLACE ASPHALT CONCRETE DIKE & MISC
C3990	RECYCLE, RECLAIM ASPHALT CONCRETE PAVEMENT
C4010	PORTLAND CEMENT & CONCRETE PAVEMENT
C5100	CONCRETE STRUCTURE
C5105	MINOR CONCRETE STRUCTURE
C5110	CONCRETE SURFACE FINISH
C5190	JOINT SEAL – WATER STOP
C5201	REINFORCING STEEL
C5601	SIGN STRUCTURE
C5620	ROADSIDE SIGN
C7200	ROCK SLOPE PROTECTION
C7215	CONCRETED-ROCK SLOPE PROTECTION
C7250	SACKED CONCRETE
C7301	CONCRETE CURB & SIDEWALK- MISC
C8101	SURVEY OR HISTORICAL MONUMENT
C8201	OBJECT MARKER
C8330	METAL RAILING
C8331	CONCRETE BARRIER (PERMANENT)
C8391	BITUMINOUS SEAL
C8396	ASPHALT CONCRETE
C8405	THERMOPLASTIC TRAFFIC STRIPING & MARKING
C8406	PAINTED TRAFFIC STRIPING & MARKING
C8407	REMOVE PAVEMENT MARKING & TRAFFIC STRIPES
C8460	RUMBLE STRIP
C8501	PAVEMENT MARKER
C8605	MESSAGE SIGNS, LIGHTING & SIGN ILLUMINATION
C8608	DETECTOR
C8760	LAND SURVEYOR

C8773	CONSTRUCTION MANAGEMENT – HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
C8851	LEAD COMPLIANCE
C8852	SWPPP PLANNING
C9609	STREET SWEEPING TRUCK
C9826	LAND SURVEYING
C9903	CONSTRUCTION CLEAN UP
561790	CLEANING, POWER SWEEPING, DRIVEWAY CLEANING, PARKING LOT CLEANING
237310	HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

ESB performed an independent search of the B2GNow database using the criteria of Butte County and the services needed for this contract:

Work Code	Category
C1201	TRAFFIC CONTROL SYSTEM
C1522	RESET, ADJUST ROADWAY ITEMS
C1601	CLEARING & GRUBBING
C3901	ASPHALT CONCRETE
C3940	PLACE ASPHALT CONCRETE DIKE & MISC
C3990	RECYCLE, RECLAIM ASPHALT CONCRETE PAVEMENT
C5620	ROADSIDE SIGN
C7301	CONCRETE CURB & SIDEWALK- MISC
C7500	MISC IRON & STEEL FRAME, COVER & GRATE
C8101	SURVEY OR HISTORICAL MONUMENT
C8405	THERMOPLASTIC TRAFFIC STRIPING & MARKING
C8780	ENGINEERING- GEOTECHNICAL
C8794	ENVIRONMENTAL – WATER QUALITY
C8851	LEAD COMPLIANCE
C9602	BOTTOM DUMP TRUCK
C9607	END DUMP TRUCK
C9609	STREET SWEEPING TRUCK
C9826	LAND SURVEYING

ESB identified a total of 219 certified DBE firms, not including trucking.

Lamon did most of their solicitations via email on February 5, 2024, February 13, 2024, and February 16, 2024. Detailed results of their phone solicitations were not included in the supporting documentation.

Date	Solicitation	Method	Successful	Total
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2/5/24	Initial	Fax	34	34
2/5/24	Initial	Email	258	262
2/13/24	Follow-up	Email	262	262
2/14/24	Follow-up	Phone	34	34
2/16/24	Follow-up	Email	255	262

Detailed phone results are summarized in the table below:

Date	Solicitation	Method	Not Interested	Left Voicemail	Total
2/14/24	Follow-up	Phone	21	13	34

Lamon provided proof of follow up efforts and the results. The results are summarized below:

- Voice messages left to 13 DBE firms
- 21 DBE firms indicated they would not bid
- 0 DBE firms would submit a bid
- 0 DBE firms were interested in bidding

Lamon contacted between 255-262 firms via email on February 5th, 13th, and 16th. However, Lamon only followed up with phone calls to 34 firms on February 14, 2024. There were more than 200 firms that they did not follow up with. Had they followed up with additional firms, Lamon could have increased DBE participation.

At bid time, Lamon had confirmations for only 1 DBE firm, T & S, Inc., as a result of their solicitation efforts.

C. Work Made Available to DBEs

In Part C of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, the Contractor was asked to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved, including breaking out contract work items into economically feasible units to facilitate DBE participation.

Lamon provided a list of items of work offered, services offered, or materials supplied, including the following:

- Lead Compliance Plan
- Traffic Control System
- Portable Changeable Message Sign
- Job Site Management
- Clearing and Grubbing
- Construction Surveys
- Roadway Excavation
- Shoulder Backing
- Class 2 Aggregate Base
- Full-Depth Reclamation Cement

- Prepare Storm Water Pollution Prevention Plan
- Street Sweeping
- Pothole Data
- Place HMA Dike
- Remove AC Dike
- Remove Concrete
- Detectable Warning Surface
- Adjust Utilities to Grade
- Thermoplastic Pavement Marking
- Thermoplastic Traffic Stripe
- Asphaltic Emulsion
- Pulverized Roadbed
- Hot Mix Asphalt (Type A)
- Cold Plane Asphalt Concrete
- Adjust Inlet
- Minor Concrete
- Roadside Sign (One Post)
- Remove/Relocate Monument
- Remove/Relocate Roadside Sign
- Pavement Markers

According to the list of items of work provided, Lamon's list appears to make all bid items available, which would be 100% of the items, or \$4,961,786.55, to DBE firms. However, they only submitted 6.93% DBE participation.

D. Rejected DBEs

In Part D of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, the Contractor was asked to list the items of work, names of firms that were selected over the rejected DBE firm, and the quote amount. If a non-DBE firm was selected over a DBE firm, provide the price difference, reasons for selection and evidence to why additional agreements could not be reached for DBEs to perform the work. Lamon left this section blank on their Exhibit 15-H.

Lamon did not provide all accepted and rejected DBE quotes. ESB cannot verify if non-DBE firms were selected over a DBE firm for other work items that could have been completed by DBE firms. Additionally, the quote for the selected DBE firm, T&S Inc. Providing quotes of the selected DBE firms is a requirement of Caltrans Standard Specifications, section 2-1.12B(2).

E. Assistance Given on Plans, Specifications, and Contract Requirements

In Part E of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, Lamon stated, "Lamon offered assistance in both advertisements & solicitation letters sent to DBEs." A copy of their advertisements state, "Call for Plans & Specifications."

There is no evidence or assertion that Lamon assisted any DBE subcontractor and/or suppliers during the bid advertisement period.

F. Assistance or Services Offered for Bonding, Lines of Credit, Insurance, Equipment, Supplies, Materials

In Part F of the “Exhibit 15-H: Proposer/Contractor Good Faith Efforts” form, Lamon stated, “Lamon offered assistance in both advertisements & solicitation letters sent to DBEs.” A copy of their advertisements state, “Please call for assistance with bonding, lines of credit, insurance or other information to help obtain any necessary equipment, supplies or materials needed for this project.”

There is no evidence or assertion that Lamon assisted any DBE subcontractor and/or suppliers during the bid advertisement period.

G. Contacting Recruitment Agencies

In Part G of the “Exhibit 15-H: Proposer/Contractor Good Faith Efforts” form, Lamon provided a list of agencies/organizations that they contacted.

Lamon provided supporting documentation indicating that they contacted the following minority or women’s community organizations, minority or women’s contractors’ groups, local, state, and federal minority or women’s business assistance offices, and other organizations:

Agency/Organization	Method/Date of Contact	Results
Sacramento Black Chamber	Fax – 2/2/24	No Response
Sacramento Asian Chamber	Fax – 2/2/24	No Response
NAWBO Sacramento Valley	Fax – 2/2/24	No Response
Sacramento Hispanic Chamber	Fax – 2/2/24	No Response
US SBA Sacramento District Ofc	Fax – 2/2/24	No Response
Assoc. General Contractors	Fax – 2/2/24	No Response
US Dept. of Commerce MBDA	Posting – 2/2/24	N/A
US SBA Subnet	Posting – 2/2/24	N/A
State of CA, Caltrans Website	Website- 2/5/24	Printed list of DBEs
Federal CCR Pronet Website	Website- 2/5/24	Printed list of DBEs

Lamon did not receive any response from the above agencies.

H. Additional Good Faith Efforts

In Part H of the “Exhibit 15-H: Proposer/Contractor Good Faith Efforts” form, Lamon stated, “In addition to sending solicitation letters Lamon performed follow-up phone calls to assess the level of DBE interest and to provide information to assist DBEs in providing a quote.”

There is no evidence or assertion of additional good faith efforts performed for this contract by Lamon.

I. Bidder Comparison of DBE Commitment

The lowest bidder, Lamon's, apparent DBE participation is 6.93% of the total bid. Lamon did not meet the contract goal of 17.0%.

The second lowest bidder, All-American Construction, Inc. (All-American) apparent DBE participation is 9.52% of the total bid. All-American did not meet the 17.0% DBE goal.

The third lowest bidder, Knife River Construction (Knife River) apparent DBE participation is 17.36% of the total bid. Knife River appears to meet the 17.0% DBE goal.

The bids were as follows:

Bid Rank	Bidder	Bid Amount	Claimed DBE Commitment	Confirmed DBE Commitment
1	Lamon	\$4,961,786.55	\$344,050.00 or 7.0%	\$344,050.00 or 6.93%
2	All-American	\$ 5,360,408.95	\$510,450.00 or 9.52%	-
3	Knife River	\$5,845,590.65	\$1,014,875.00 or 17.36%	-

CONCLUSION

ESB has determined that Lamon did not meet the contract goal and did not demonstrate adequate good faith efforts through soliciting by indirect and direct methods. ESB considers the quantity, quality, and intensity of the different kinds of efforts that Lamon has made. Based on the following facts:

- In Part D of the "Exhibit 15-H: Proposer/Contractor Good Faith Efforts" form, the Contractor was asked to list the items of work, names of firms that were selected over the rejected DBE firm, and the quoted amount. However, Lamon left this section blank on their Exhibit 15-H and did not provide any information regarding rejected DBE firms.
- Lamon did not provide all accepted and rejected DBE quotes. ESB cannot verify if non-DBE firms were selected over a DBE firm for other work items that could have been completed by DBE firms. Additionally, the quote for the selected DBE firm, T&S Inc. was not included in the documentation. Providing quotes from the selected DBE firms is a requirement of Caltrans Standard Specifications, section 2-1.12B(2).
- Lamon contacted between 255-262 firms via email on February 5th, 13th, and 16th. However, Lamon only followed up with phone calls to 34 firms on February 14, 2024. There were more than 200 firms that they did not follow up with. Had they followed up with additional firms, Lamon could have increased DBE participation
- Lamon's list appears to make all bid items available for subcontracting, which would be 100% of the items, or \$4,961,786.55, to DBE firms. However, they only submitted 6.93% DBE participation.
- Lamon only submitted 6.93% DBE participation and did not meet the 17% DBE goal for the contract. However, the 3rd lowest bidder was able to meet the DBE goal.
- There is no evidence or assertion of additional good faith efforts performed for this contract by Lamon aside from the efforts discussed in Part B of this memo.
- Lamon did not demonstrate that they took all necessary and reasonable steps and available means to obtain sufficient DBE participation for this contract.

EXHIBIT 9-E SAMPLE EVALUATION OF GOOD FAITH EFFORTS

M e m o r a n d u m**To: PROJECT FILE****Date:** 3/8/24

Federal-Aid Project Number: ER38Y0(012)/HSIPL 54

Bid Opening Date: 02/22/2024

Bidder: Lamon Construction Co.

Type of Work: Road Rehabilitation/HSIP

Bid Amount: 4961786.55

From: Town of Paradise**Subject: Evaluation of Good Faith Efforts**

The Town of Paradise established a Disadvantaged Business Enterprise (DBE) goal of 17 percent for this contract. The bidder commits [count only qualifying DBE participation] 7 percent DBE participation.

The Town of Paradise's evaluation of the apparent low bidder's Good Faith Efforts is based on [Section 9.9 of the Local Assistance Procedures Manual and Appendix A in Part 26 of Title 49 of the Code of Federal Regulations](#). The efforts of the bidder were reviewed by the Town of Paradise from the information provided in Exhibit 15-H: [Proposer/Contractor Good Faith Efforts](#) signed and submitted by Town of Paradise

The Town of Paradise determined that the Low Bidder did demonstrate Good Faith Efforts to meet the DBE participation goal of this project for the reasons cited in this evaluation.

EVALUATION**A. Items of work the bidder made available to DBE firms**

The low bidder stated on Exhibit 15-H DBE Information - Good Faith Efforts (C) that all items of work were made available to DBE firms. The low bidder separated the work into feasible units in the provided advertising and the invitation to bids.

B. Solicitation effort documentation

258 DBEs were contacted from a list generated by the Caltrans DBE Query Database. The contact was made on February 2, 2024. The bid was due on February 22, 2024.

DBE firms were provided all pertinent project information including bid date and time, project scope for subcontracting, location to view the entire bid invitation, and contact information for follow-up. The low bidder solicited through emails and fax.

Proof of these efforts is provided in the Good Faith Effort submittal.

All DBEs contacted are capable of performing work solicited.

**Use the California Unified Certification Program online database at:
<https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>**

C. Rejected DBE documentation

ABSL Construction (bid item 21) and Heir & Son Construction (bid item 2) were rejected due to cost. T&S, a certified DBE was chosen instead of Heir and Sons Construction for bid item 2, Traffic Control.

D. Publication effort made to advertise the projects to include DBE participation

Published ad on 02/02/24 in the US Dept of Commerce MBDA, USA SBA Subnet, California Bid Register, California Bid Bulletin. Proof in GFE.

E. Agencies, organizations, or groups contacted to provide assistance in contacting, recruiting and using DBEs

Low bidder contacted the following organizations to solicit DBE participation: Sacramento Black Chamber, Sacramento Asian Chamber, NAWBO Sacramento Valley, Sacramento Hispanic Chamber, and Associated General Contractors.

F. Efforts to provide information about the plans, specifications, and contract requirements

The low bidder provided information on how to obtain bid information in the email and the fax solicitations as well as a low bidder contact email and phone number.

G. Assistance with bonding, lines of credit, insurance, equipment, supplies, materials, and/or services

The low bidder's solicitations included contact information and an interest response request in the

H. Additional data to support a demonstration of Good Faith Effort

The 2nd low bidder, All-American Construction, did not meet the DBE goal of 17%. All-Americans DBE Contract commitment was 9.5%, which is 2.5% higher than the low bidder. 2.5% is not substantially more than the low bidder and good faith effort was met.


FINDING OF THE Town of Paradise

The Town of Paradise finds that the Low Bidder [~~did or did not~~] demonstrate Good Faith Efforts to meet the DBE contract goal for the reasons cited in this evaluation.

Submitted by:

Approved by:

 Jessica Erdahl
Capital Projects Manager

 Marc Mattox
Town Engineer/Public Works Director

*Must be approved by someone other than the reviewer.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: Town of Paradise 2. Contract DBE Goal: 17%
 3. Project Description: On - System Roadway Rehabilitation 2024
 4. Project Location: Paradise, CA
 5. Bidder's Name: Lamon Construction Co., Inc. 6. Prime Certified DBE: 7. Bid Amount: \$4,961,786.55
 8. Total Dollar Amount for ALL Subcontractors: \$1,232,783.00 9. Total Number of ALL Subcontractors: 5

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
2	Traffic Control System	38721	T&S Inc., 18981 Gravel Plant Rd. Redding, CA 96002 530-639-9987	\$344,050.00

Local Agency to Complete this Section upon Execution of Award 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature: _____ 27. Date: _____ 28. Local Agency Representative's Name: _____ 29. Phone: _____ 30. Local Agency Representative's Title: _____		15. TOTAL CLAIMED DBE PARTICIPATION \$344,050.00 7 % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature: <u>[Signature]</u> 17. Date: <u>2/22/24</u> 18. Preparer's Name: <u>John Zilich II</u> 19. Phone: _____ 20. Preparer's Title: <u>Estimator</u>
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DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

EXHIBIT 15-H: DBE INFORMATION -GOOD FAITH EFFORTS

Federal-aid Project No(s). ER38Y0 (012) / HSIPL-5425 (041) Bid Opening Date 2/22/24

The Town of Paradise established a Disadvantaged Business Enterprise (DBE) goal of 17.0% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
California Bid Register	1/31/24
California Bid Bulletin	2/2/24

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
**See attached list		

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Lead Compliance Plan	N	N/A		
Traffic Control System	N	N/A		
Portable Changeable Message Sign	N	N/A		
Job Site Management	N	N/A		
Prepare Storm Water Pollution Prevention Plan	N	N/A		
Street Sweeping	N	N/A		
Pothole Data	N	N/A		

**Section C CONTINUED on next page

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

Lamon offered assistance in both advertisements & solicitation letters sent to DBEs

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Lamon offered assistance in both advertisements & solicitation letters sent to DBEs

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
Sacramento Black Chamber	Fax 2/2/24	No Response
Sacramento Asian Chamber	Fax 2/2/24	No Response

H. Any additional data to support a demonstration of good faith efforts:

In addition to sending solicitation letters Lamon performed follow-up phone calls to assess the level of DBE interest and to provide information to assist DBEs in providing a quote.

*SECTION G (CONTINUED)

NAME OF AGENCY/ORGANIZATION	METHOD/DATE OF CONTACT	RESULTS
NAWBO Sacramento Valley	Fax - 2/2/24	No Response
Sacramento Hispanic Chamber	Fax - 2/2/24	No Response
US SBA Sacramento District Ofc	Fax - 2/2/24	No Response
Assoc General Contractors	Fax - 2/2/24	No Response
US Dept of Commerce MBDA	Posting - 2/2/24	N/A
US SBA Subnet	Posting - 2/2/24	N/A
State of CA, Caltrans Website	Website - 2/5/24	Printed list of DBEs
Federal CCR Pronet Website	Website - 2/5/24	Printed list of DBEs

*SECTION C (CONTINUED)

NAME OF AGENCY/ORGANIZATION	METHOD/DATE OF CONTACT	RESULTS	AMOUNT	PERCENTAGE
Lead Compliance Plan	N	N/A		
Traffic Control System	N	N/A		
Portable Changeable Message Sign	N	N/A		
Job Site Mgmt.	N	N/A		
Prepare and Implement Storm Water Pollution Prevention Plan	N	N/A		
Street Sweeping	N	N/A		
Clearing & Grubbing	N	N/A		
Construction Surveys	N	N/A		
Roadway Excavation	N	N/A		
Shoulder Backing	N	N/A		
Class 2 Aggregate Base	N	N/A		
Full-Depth Reclamation-Cement	N	N/A		
Asphaltic Emulsion	N	N/A		
Pulverized Roadbed	N	N/A		
Hot Mix Asphalt (Type A)	N	N/A		
Place HMA Dike	N	N/A		
Cold Plane Asphalt Concrete Pavement	N	N/A		
Remove AC Dike	N	N/A		
Adjust Inlet	N	N/A		

*CONTINUED ON NEXT PAGE

On-System Roadway Rehabilitation
Contract No. 7303.3 CON

Town of Paradise
Bid Forms
Page 7

Exhibit 12-B Bidder's List of Subcontractors (DBE & Non-DBE) – Part 2

Local Assistance Procedures Manual

Exhibit 12-B

Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms. Federal Project Number: ER38Y0012/HSIPL 5425(041)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Statewide Safety Systems City, State: Redding, CA	2 - Traffic Control 3 - PCMS			975518 1000001109	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: 19 yrs.
Name: Anrak Corporation City, State: Sacramento, CA	21 - Cold Plane AC			256390 1000002952	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: 45 yrs.
Name: Chrip Company City, State: Woodland, CA	33 - Monuments 35-37 Signs 38 - Markings 39 - Striping 40 - Pavement Marker			374600 1000000306	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: 31 yrs.
Name: ABSL Construction City, State: Hayward, CA	21 - Cold Plane AC			621781 1000002818	Y	CT-006270	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: 33 yrs.
Name: Heir & Son Construction City, State: Yuba City, CA	2 - Traffic Control			920906 1000013234	Y	42780	<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 4 yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

DBE Outreach Documentation
Town of Paradise
On-System Roadway Rehabilitation 2024
Fed Aid Proj # ER38Y0 (012) / HSIPL-5425 (041)
Contract #7303.3 CON, Due 2/22/24

Lamon Construction Co, Inc.
871 Von Geldern Way
Yuba City, CA 95991

Town of Paradise DBE Program Good Faith Effort Summary

Outreach Efforts Summary / Narrative:

Lamon Construction Co, Inc. identified the appropriate search engine to search for DBE subcontractors/suppliers for On-system Roadway Rehabilitation 2024. Lamon attempted to post on the US Dept of Commerce MBDA bid matching system but due to website maintenance the system isn't available. Lamon sent solicitation to Lamar Heystak with US MBDA who agreed to distribute to their constituents. When US Dept of Commerce MBDA distributes the opportunity those companies are notified of the bid opportunity and bid information. It cannot be determined how many of the companies that were matches are certified as DBE companies, however, the companies that were considered matches are either MBE or WBE companies that do work in the specified region and would potentially be certified and/or eligible to be certified as a DBE contractor. Lamon also posted on the US SBA Subnet. US SBA Subnet's exposure is unknown but it is an industry practice to advertise DBE projects on the US SBA Subnet. Lamon also advertised in two other Eldridge Bid Reporter publications that outreach to DBEs. Eldridge Bid Reporter publications have 3000+ distribution made up of SBE/DVBE & DBEs. DBEs are roughly 50% of the distribution. Lamon then searched the appropriate DBE databases (CUCP & US SBA) to identify potential DBE subcontractors/suppliers that performed the specified services. The Lamon list contained 258 potential subcontractors/suppliers. Lamon sent direct solicitations by fax to 34 potential subcontractors/suppliers that were located in a reasonable proximity to the project. Then Lamon sent direct email solicitations to **ALL 258** potential subcontractors/suppliers. Of those 258 potential subcontractors/suppliers, there were 3 emails that bounced (bad emails) and 0 companies declined the opportunity by unsubscribing to the email list. Lamon followed up by email at a later date with **ALL 258** potential subcontractors and by phone with the DBE companies that were in close proximity of the project, as well as, stayed in close contact with DBEs that had questions or had trouble obtaining the bid package.

included:

- ❖ Contacted local DBE assistance organizations to obtain a DBE list.
- ❖ Solicited Potential DBE Subcontractors/suppliers by fax/email
- ❖ Follow-up contact was made by both email & phone with potential DBEs to Confirm Interest/Lack of Interest in Opportunity
- ❖ Continued Q & A with DBEs that had additional questions and wanted to provide a quote

1. Participation Achieved: DBE 7 %

2. Attendance at Pre-Bid Conference:

- ❖ No Pre-Bid meeting for this project.

3. Identification of Scope of Work for Subcontracting:

- | | |
|---|--|
| ❖ Lead Compliance Plan | ❖ Hot Mix Asphalt (Type A) |
| ❖ Traffic Control System | ❖ Place HMA Dike |
| ❖ Portable Changeable Message Sign | ❖ Cold Plane Asphalt Concrete Pavement |
| ❖ Job Site Mgmt. | ❖ Remove AC Dike |
| ❖ Prepare and Implement Storm Water Pollution Prevention Plan | ❖ Adjust Inlet |
| ❖ Street Sweeping | ❖ Minor Concrete |
| ❖ Clearing & Grubbing | ❖ Remove Concrete |
| ❖ Construction Surveys | ❖ Detectable Warning Surface |
| ❖ Roadway Excavation | ❖ Adjust Utilities to Grade |
| ❖ Shoulder Backing | ❖ Remove/Replace Monument |
| ❖ Class 2 Aggregate Base | ❖ Remove/Relocate Roadside Sign |
| ❖ Full-Depth Reclamation-Cement | ❖ Roadside Sign (One Post) |
| ❖ Asphaltic Emulsion | ❖ Thermoplastic Pavement Marking |
| ❖ Pulverized Roadbed | |

Town of Paradise DBE Program Good Faith Effort Summary

- ❖ Thermoplastic Traffic Stripe
- ❖ Pavement Markers

4. Advertisement was placed in the following publications:

- ❖ US Dept of Commerce MBDA 2/2/24
- ❖ US SBA Subnet 2/2/24
- ❖ California Bid Register 1/31/24
- ❖ California Bid Bulletin 2/2/24

(Exhibit 1 – Copies of postings, advertisement & affidavits attached)

5. Notice of intent to bid:

- ❖ Fax & Email solicitation letters were drafted and sent 2/5/24
(Exhibit 2 – Sample fax solicitation letter w/fax log)

6. Solicitation Follow-up:

- ❖ Follow-up with DBEs was performed by email 2/13/24, email 2/16/24 & phone 2/14/24
(Exhibit 3 – Sample email w/email campaign log & follow-up phone log attached)

7. Written evidence of providing plan & specs information:

(Exhibits 1 & 2 – Listed in advertisements, faxes and emails of direct solicitation)

8. Requested Assistance from organizations with identifying potential DBEs subcontractors:

- ❖ Letters requesting assistance were drafted and sent 2/2/24
- ❖ Website search engines generated list of DBEs 2/5/24
(Exhibit 4 – Copies of sample letter attached w/fax log & searches)

9. Negotiation in Good Faith:

- ❖ Lamson Construction Co, Inc. negotiated with DBEs that responded
(Exhibit 3 – Correspondence with DBEs attached)

10. Bonding, Credit & Insurance Assistance:

- ❖ Language included in both our advertisement and emails sent to DBEs.
(Exhibits 1 & 2)

Town of Paradise DBE Good Faith Effort Documentation

<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
ALLEN GILL CONSTRUCTION, INC. , Allen Gill, 530-547-1112	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
BC SCHMIDT CONSTRUCTION, INC. , Carrie A. Schmidt, 530-473-5423	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Burke Construction , Michael J. Burke, 530-676-1009	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CLEAR PATH LAND EVOLVEMENT, INC. , Christine Johnson, 530-887-1410	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
E. JASPER WRKG. (DEMO) & TRKG , null LYNN JASPER, 323-754-9877	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ERNEST B. DEE , ERNEST B. DEE, 916-271-0410	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
INDIAN HEAD ENTERPRISES , VIRGIL DWAYNE LONG, 530-403-5794	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Kapel Construction Inc. , Lance Robbins, 530-629-3300	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
L & L BRIDGES , LEVI GURULE, 707-478-6205	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
LARRANAGA TRUCKING, INC. , FERNAND LARRANAGA, 530-233-3785	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MARTIN GENERAL ENGINEERING INC , TRANQUILINO MARTIN, 916-355-8101	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MOTHERLODE CONCRETE CONSTRUCTION , GLENN FOSTER, JR., 209-223-2663	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
North State General Engineering , AMY FOSTER, 916-367-2745	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
NORTHERN INDUSTRIAL ELECTRIC , DORI CRAMER, 530-246-2366	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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Town of Paradise DBE Good Faith Effort Documentation

Name of DBE Solicited	Date of Initial Solicitation	Follow-up Methods and Dates
PNF CONSTRUCTION, INC., RODNEY ALLEN SPENCER, 909-638-2215	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Professional Concrete Sawing Inc., David Scott, 209-722-2226	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ROLL' N ROCK CONSTRUCTION INC, Bonnie Heile, 530-925-1408	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
S.T. RHOADES CONSTRUCTION, INC., Steve T. Rhoades, 530-223-9322	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
STONY CREEK GENERAL ENGINEERING, Luke Andrews, 530-526-3191	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
T AND S DVBE, INC., TAREN FORDE, 530-250-5875	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Tyrrell Resources, Inc, Cheryl L. Tyrrell, 530-243-8733	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Vintage Paving Company, Inc., Edward Carbahal, 530-795-0132	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
WALLACE STRUCTURES, ERIC WALLACE, 707-834-4992	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
WHITE BEAR CONSTRUCTION, INC., AMANDA HOY, 530-233-4875	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
WHITE CAP READY MIX, INC., DIXIE LEE HIGGINS, 530-832-4225	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
WILLIE DIXON TRUCKING, WILLIE DIXON, 310-532-6897	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CROSSFIRE TREE & VEGETATION SERVICES, INC., WENDY GOMES, 530-877-9002	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CROWN METALS LLC, DYLAN MCFANN, 530-533-7718	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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Town of Paradise DBE Good Faith Effort Documentation

Name of DBE Solicited	Date of Initial Solicitation	Follow-up Methods and Dates
FRANKLIN CONSTRUCTION, INC. , CLARK GARDNER, 530-343-9600	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
J. W. BAMFORD, INC. , NATHAN BAMFORD, 530-353-6333	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MORGAN, JAMES L. , JAMES MORGAN, 530-321-5899	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MCHATTON ELECTRIC , RUSSELL MCHATTON, 530-321-3094	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
SANTOS EXCAVATING INC , GEORGE SANTOS, 530-894-2274	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
THOMAS CARPENTER , HOLLY TAYLOR, 530-592-3667	Fax – 2/5/24 Email – 2/5/24	Phone Follow-up – 2/14/24 Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CROWN METALS LLC , DYLAN MCFANN, 530-533-7718	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
A & M CONSULTING ENGINEERS , Javier Andrade, 559-429-4747	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
A STAR SWEEPING, LLC , Guadalupe Cruz, 916-717-2969	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
A1 TRUCKING SVS INC , Kamal Singh, 510-828-0270	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
AARDVARK BIOLOGICAL SERVICES LLC , Karina Lazo-Ordonez, 650-224-9375	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ABA Global Inc. , Nahia Awad, 415-994-0895	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ABSL CONSTRUCTION , Luis M. Allende, 510-727-0900	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Accurate Construction , Deacon Markey, 619-303-1829	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ACE SWEEPERS & WATER TRUCKS INC. , Hardevinder Ranadnawa, 272-213-9171	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24



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<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
Advanced ground modification INC , Andrew Estrada, 559-536-6916	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Advantage Demolition & Grading, Inc. , Cesar Salas Ramirez, 951-436-6808	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Aguirre Reinforcing Steel LLC , Omar Aguirre, 707-205-9851	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
AJ Newson's Construction, Inc. , Antonio Newson, 916-426-8890	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Alan Mok Engineering , Alan Mok, 559-432-6879	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ALERT-O-LITE, INC , Debbie Hunsaker, 559-453-2474	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ALFARO GENERAL ENGINEERING , Michel Alfaro, 916-276-9627	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Alta Engineering Group, Inc. , Glenele Oberrich, 415-914-0466	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Altamont Rebar Corp. , Braulio Leoz, 925-579-1200	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
AM Construction and Concrete , Arturo Montanez, 209-628-2692	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
AMERICAN TRAFFIC & SAFETY INC , Antoinette Donnelly, 530-209-9276	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Anco Iron & Construction Inc. , Hector Colina, 415-822-3931	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
APADANA ENGINEERING, INC. , SOPIDA SIADAT, 415-300-6600	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Area West Environmental, Inc. , Rebecca Rozumowicz-Kodsun, 916-987-3362	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Arguello Concrete Construction, Inc. , CHRIS ARGUELLO, 559-779-3068	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Arrow S Company, Inc. , Lori Skaggs, 707-396-0073	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24



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<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
A's Construction , Andres Aguilar, 714-656-7421	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
AZ CONSTRUCTION INC. , Amy Tsui, 626-333-0727	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
AZAD ENGINEERING PC , Mahsa Azad, 415-606-3802	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Bajada Geosciences, Inc. , Janet Bianchin, 530-638-5263	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
BAY LINE CUTTING & CORING, INC. , Juan Arreguin, 415-508-1800	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Bayside Engineering Construction Inc. , Luis Rivero, 760-272-7308	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
BELLAGIO LANDSCAPING , EDWARD A. CUADROS, 559-217-8295	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
BELLAKAI CONSTRUCTION , LUIGI DILERNIA, 808-895-8933	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
BELMONTES CONCRETE SERVICES, INC. , BELMONTE RICARDO, 510-261-8439	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
BLACK DIAMOND ASPHALT, INC. , Allison Ragan, 707-448-9402	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
BWW & COMPANY, INC , BOBBY WILSON, 909-268-8516	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
C & S Civil LLC , Travis Coleman, 707-489-9599	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Cain Trucking Inc. , Laura Barcellos, 559-686-5707	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CALI CONCRETE , GUSTAVO VALDERAMMA, 661-398-8143	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CALIFORNIA CONSTRUCTION SURVEYING, INC. , April Anderson, 209-761-6658	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CALIFORNIA GRINDING SPECIALTIES, INC. DBA AUSTIN ENTERPRISE , Patti Austin-Conner, 661-589-1001	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
CALIFORNIA LAND SURVEYOR, INC. , NOE SEPULVEDA, 619-255-5814	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Central Sweeping Corporation , Francisco Ruvalcaba, 209-614-5026	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Central Valley Engineering & Surveying, Inc. , NICK SAHOTA, 559-891-8811	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CENTRAL VALLEY REINFORCING , VICTOR ZAMORA, 559-365-0340	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Central Valley Striping , Juan Carlos Garcia, 559-361-1984	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Chaudhary & Associates, Inc. , ARVIN K. CHAUDHARY, 707-255-2729	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CLAY MIRANDA TRUCKING, INC. , Michael Miranda, 559-275-5654	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CLEAR CREEK CONSTRUCTION INC. , ADAM HARNDEN, 530-547-4938	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CMC Traffic Control Specialists, LLC , Brandon Lovell, 415-206-1700	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
COLEMAN CONSTRUCTION , Sharon Coleman, 323-295-5484	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
COLEMAN ENVIRONMENTAL ENGINEERING INC , TRACY A COLEMAN, 707-275-9016	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Dabri, Inc. , Ravinder Singh, 415-839-8142	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
DAVID & SONNY DRILLING COMPANY , Andre Stephen Hawks, 707-322-3507	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
DEENSGROUP CONSTRUCTION , HAJAAH M. DEEN, 408-345-3860	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
DEPENDABLE PETROLEUM PRODUCTS INC , Christopher N. McCarty, 949-500-7779	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Dillard Environmental Services , Patricia Dillard, 925-634-6850	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24



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<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
DISABLED AMERICAN VETERAN ENTERPRISES TRUCKING & SWEEPING, I, SEAN REED, 559-370-5756	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
DOD CONSTRUCTION, Charoletta Dickerson, 661-366-8000	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Don H Mahaffey Drilling Company, ASHLEY MAHAFFEY TULLIUS, 310-668-2030	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
DONALD MIRANDA TRUCKING, INC., RENEE MIRANDA, 559-276-2003	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Double G's Supply, Inc., Grace Lorraine Guillory, 530-902-3058	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
DR Traffic Control LLC, Derek Doan, 415-441-4410	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
DREAMBUILDER CONSTRUCTION CORP, ANURAG SINGH, 714-646-3697	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Duran Construction Group, Ramon Duran, 408-254-4304	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
DW General Engineering Corporation, David Wilson, 707-640-0797	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
dWest Coast Drilling, Elizabeth Lamont, 510-245-0556	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
EAGLE ROCK INDUSTRIES, Mark Serrano, 925-524-3004	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Emmett Valley Construction Inc, JESSE EMMETT, 559-275-4335	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ESP Surveying, Inc., Joanne Butler, 559-442-0883	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
FAST TRACK ENGINEERING, Gilbert Torres, 559-731-6608	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
FFKM ENGINEERING CONSTRUCTION, INC., Frew Kottiso, 626-345-4225	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
FG Concrete Construction, FRANCISCO GOMEZ, 559-313-7984	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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Town of Paradise DBE Good Faith Effort Documentation

<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
FIGUEROA SURVEYING, INC. , JOSEPH FIGUEROA, 909-264-3007	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
FORCE TRAFFIC CONTROL INC. , David Treglown, 559-562-1062	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
FOREFRONT DEEP FOUNDATIONS INC. , Jackie L. Bird, 949-264-1598	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Fountainhead Consulting Corporation , IVAN BENAVIDEZ, 909-512-2815	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Franco Engineering Inc. , Carlos Franco, 209-831-0713	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
FRESNO CONCRETE CONSTRUCTION, INC. , RAY BECERRA, 559-834-2031	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Gallion Sweeping Co. Inc. , Denise Gallion, 805-620-8282	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
GEMS Environmental Management Services, Inc. , Richard Camacho, 925-671-6822	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Genuine Engineering Inc. , Kristi Ann Stelle, 951-674-5000	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Geocadd Aerial Surveys , Sandra Williamson, 925-391-3668	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
GeoWing Mapping, Inc. , Rebecca A Morton, 510-619-6262	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
GERONIMO CONCRETE, INC. , LIDIA LOPEZ, 323-225-2016	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Giosand Environmental Transportation Inc. , Giovanni Carballo, 661-212-7238	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Giron Construction , Bruce A Giron, 510-229-3918	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Global Engineering Management Solutions, Inc. , RIZWAN TANVIR, 559-307-0998	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Golden State Municipal Construction, LLC , Artemio Arguello, 916-284-5755	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
GP SURVEYING , RICHARD GARCIA, SR, 909-986-8120	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
GRAND BRIDGE INC , Jose Gonzalez, 559-433-5919	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Ground Force Enterprises , Philip Teixeira, 510-512-6055	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Heir & Son Construction, INC , SUKHDEV SINGH HEIR, 530-415-4777	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Hernandez Engineering , MARIANO HERNANDEZ, 415-824-4731	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
HILLSIDE DRILLING, INC. , Lamont Jay, 510-234-6532	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
HOLITNA CONSTRUCTION, LLC , Bryan Smith, 707-419-5052	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Hollins Consulting, Inc. , Guy Hollins, 415-571-7202	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
INTERWEST PACIFIC, LTD. , Jack Nickolaisen, 858-259-2062	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
J C METAL SPECIALISTS INC , JUDY CHAN, 650-827-1618	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
J M Diaz, Inc. , Juan Diaz, 626-820-1137	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Jahn Engineering, Inc. , ALICE AMES JAHN, 916-599-2379	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
JAMES FLETCHER CONSTRUCTION INC , JAMES FLETCHER, 619-405-9316	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
JARRETT FOUNDATIONS, INC. , Julie Cuneo, 916-371-8760	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
JCO Engineering , Jaime Cochran, 916-878-6462	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
JP READY MIX , JARYN PEDROZA, 949-355-0415	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24



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<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
K & K Construction Supply, Inc. , Tracy Loveland, 916-851-0965	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
K R C SAFETY CO. INC. , Gary Castro, 559-732-0393	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
K&G Concrete Inc , HERMAN (KEAVEN) GUILLORY, 916-774-0287	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
KAYLEN TRAFFIC CONTROL , Karen Johnston, 559-647-9220	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
LA FIRMA INC. , VICENTE C. BRAVO, 805-748-8576	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
LANDAVAZO BROS. INC. , Derrick P. Landavazo, 510-581-7104	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
LD INNOVATIONS, LLC. , LOREN JOHNSON, 925-209-7755	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Linkall Construction Management, Inc. , Jongwoo Jeon, 909-427-1565	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Lucas Builders, Inc , Saman Silva, 714-888-8468	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Lucas Electrical Inc , Cesar Lucas, 925-813-8188	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
M J AVILA COMPANY, INC. , Mary Jo Avila, 559-276-1258	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
M. S. LEE ENTERPRISES , MON SON LEE, 559-578-5875	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MAD STEEL INC. , ALBERT DOMINGUEZ, 909-592-3443	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MANERI TRAFFIC CONTROL , Maria Maneri, 951-695-5104	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MARTINI DRILLING CORP. , Darin Martini, 714-715-2715	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MASS X INC. , JENNIFER FOSTER, 559-294-1075	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
Mathews General Engineering & Construction, Inc. , Acie Mathews, 209-650-3614	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MC CULLOUGH CONSTRUCTION, INC. , HUGH MACK MCCULLOUGH, 707-825-1014	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
McKim Corporation , Santino Orozco, 408-848-8700	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MCO Engineering , David Miclea, 916-953-3231	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Meridian Precast Inc. , Kevin Rouhani, 310-446-3000	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MEROE ENGINEERING , DARIUS JOHNSON, 415-889-0119	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MGE Engineering, Inc. , Hsiao-chi Fred Huang, 916-421-1000	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Morales Contracting Services , Antonio Morales, 626-856-3646	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Morgner Construction Management , Monique Morgner Lukeman, 323-900-0030	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MRB CALIFORNIA ENTERPRISES, INC. , MUSU C. BENNETT, 408-401-7002	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
NBG Construction Services , Allen Nichols, 949-283-5757	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
NEWLAND ENTITIES, INC. , ROBERT CERVANTES, 530-755-1178	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Northgate Environmental Management, Inc. , Anta Givens, 510-839-0688	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Nuno Iron & Mfg., Inc. , MARCELINO NUNO, II, 831-386-0513	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
O2 Engineering, Projects & Construction Management , Omone Livingston, 213-267-8284	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
OBS Engineering, Inc. , Wilmoth Lewis, 415-875-9902	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24



Town of Paradise DBE Good Faith Effort Documentation

<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
OLIVER ENGINEERING CONSTRUCTION, AARON OLIVER, 707-671-6442	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ORITO AND ASSOCIATES, REYNALDO ORITO, 559-240-4539	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Pacific Crest Surveying, Inc., Curt Chappell, 408-375-5220	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Pavement Management Solutions, Toni Silva, 951-600-1110	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
PC&N CONSTRUCTION, INC, CHRISTI PLUM, 925-634-4567	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Precision Grading and Paving Inc., Deanna Anderson, 661-201-0086	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
PRIMCORE ELECTRIC COMPANY, INC., Charles Johnson, 925-699-1292	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
PTM General Engineering Services, Inc., Elizabeth Mendoza Mcrae, 951-710-1000	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
QA CONSTRUCTORS, LUIS QUINTO ALLENDE, 408-210-5508	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
QUIMU CONTRACTING, INC., MIGUEL QUIROZ, 707-693-0289	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
R Dugan Construction Inc, Wendy Dugan, 951-360-7531	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
RAC Construction & Engineering, Inc., Ruben Claudio, 760-497-6668	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
RCJ & ASSOCIATES, INC, RICKY C. JOHNSON, SR, 916-399-4852	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
RELIABLE MONITORING SEVICES, INC., Rick Mendoza, 800-760-1822	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Reliable Trucking, Larry Burnett, 323-632-4857	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
REYCO ENGINEERING INC., Joe Duran, 626-922-2455	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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Town of Paradise DBE Good Faith Effort Documentation

<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
RFE ENGINEERING, INC. , Robert Eynck, 916-772-7800	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Rico Engineering Group, LLC , Richard Asimwe, 424-401-5375	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ROBINSON SWEEPING INC. , Jennifer Pacheco, 209-489-4007	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ROMERO GENERAL CONSTRUCTION CORP. , Keith Reilly, 760-489-8412	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ROSCO CONSTRUCTION ROSCO TRANSPORT , Ross Mayfield III, 707-485-4320	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Rove Engineering Inc. , Steven E. Eugenio, 760-425-0001	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
RSE Corporation , Phil Leong, 650-637-9500	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
RUBECON GENERAL CONTRACTING , Ruben Santana, 415-206-7740	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Rupert Construction Supply, LP , Nicholas Herrera, 925-229-5577	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Rushmore Construction Co. , Guillermo Casillas, 562-659-4597	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Safeway Sign Company , Kolby Moore, 805-451-6246	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
SAILROCK CONSTRUCTORS INC. , Courtney Statham, 949-378-3440	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
San Diego Concrete Guy , Volta Ferrera, 619-715-3005	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
SAND MATERIALS & AGGREGATE SALES, INC. , JANIS PUSIC, 661-252-4735	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
SCHOTKA CONSTRUCTION INC. , DIANE SCHOTKA, 707-396-2736	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
SCIENCE OF CLEANING INC. , MARIA ISABEL GARCIA, 916-870-5295	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24



Town of Paradise DBE Good Faith Effort Documentation

<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
SDAC lining Group 'LLC, SAMUEL ADAMS, 415-963-1153	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Seamair Construction, Inc., Patrick Greg Phelan, 805-439-4362	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
SERVICE CONSTRUCTION OF SOUTHERN CALIFORNIA, BRIAN CORSO, 714-920-8771	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Sierra Communications & Construction, Inc., Tommy Ball, 209-742-4948	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
SIERRA RANGE CONSTRUCTION, RICHARD JONES, 559-635-0504	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
site safe traffic safety and signs, inc., Ashlee Lodel, 707-628-9922	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
SJD&B, Inc., Simon Jeon, 909-481-0001	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
STEVE DOVALI CONSTRUCTION, INC., TIM DOVALI, 559-255-7603	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
STORMWATER SPECIALISTS INC, MARY A LARSEN, 916-230-0370	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Summit CM, Inc., Ken Rice, 925-363-5560	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
SUPER SEAL & STRIPE, INC, Brenda Hampton-Ortiz, 805-524-7345	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Tailwind Construction Supply, Katherine Webster, 916-521-6932	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Taylor Jane Construction LP, Angela Souza, 805-723-5129	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
TEC Management Consultants, Inc., Pamela Coffey, 800-509-1542	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Telamon Engineering Consultants, Inc, Mennor Chan, 415-837-1336	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
The Construction Zone, Mindy Serrano, 925-969-7508	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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Town of Paradise DBE Good Faith Effort Documentation

<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
TOM'S METAL SPECIALISTS, INC., TOM CHANG, 415-533-4010	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Total Traffic Control, Inc., Jeffrey Pike, 415-963-0427	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
TOURE' ASSOCIATES ENVIRONMENTAL ENGINEERING INC, T'SHAKA TOURE', 559-470-5586	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Traffic Loops Crackfilling, Inc., MAI-LAN NGUYEN, 714-520-4026	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Transpacific Steel, LLC, Andrew Perkins, 415-282-8710	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Tri-County Drilling, Inc., Sheryl Peterson Duddie, 858-271-0099	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Tucker Technology, Inc. (TTI), Conchita Tucker, 510-836-0422	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Tully, Inc., ROBIN TULLY, 707-693-1926	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
UGE & ECS, INC., NANCY ESPIE-UNDERWOOD, 213-625-1016	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ULTIMATE MAINTENANCE SERVICES, INC., Claudia Solomon, 310-542-1474	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
USACT CORPORATION, Mehari Teklebrehan, 859-999-3781	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
V & G BUILDERS, JERONIMO ANTONIO VALDEZ, 559-805-9015	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
V A P Construction, Inc., ARVIND PRASAD, 714-253-3270	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
VELARDE CONCRETE CONSTRUCTION INC, MARIA VELARDE, 818-898-2300	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Veridico Group, Inc, VIDA G. WRIGHT, 916-865-4170	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
WAGNER ENGINEERING & SURVEY, INC, Stephanie Wagner, 818-892-6565	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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Town of Paradise DBE Good Faith Effort Documentation

<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
WATER TRUCKS UNLIMITED , KIMBERLY FLETES, 530-787-1933	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Weldon Works, Inc. , Jennifer Adams, 408-251-1161	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
WEST PACIFIC ELECTRIC COMPANY , Virginia Villa, 559-924-6422	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
WILLIS REBAR , RAYMOND WILLIS, III, 707-419-5949	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
YCG Civil Engineering , Yushin Imura, 510-228-6961	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
YERBA BUENA ENGINEERING & CONSTRUCTION , MIGUEL GALARZA, 415-822-4400	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
Yolanda's Construction Administration & Traffic Control, Inc. , Yolanda Jones, 415-647-2682	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
APEX ENVIRONMENTAL AND ENGINEERING INC , CHRISTOPHER MCVEY, 530-682-3357	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
BRANSON ENTERPRISE INC. , MATTHEW BRANSON, 530-403-0112	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
C W ELECTRICAL, INC. , DALE WAGONER, 530-872-3443	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
C&P CONTRACTING INC , PATRICK TARBUSH, 530-531-7977	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CHILESNAPPER TRUCKING LLC , LAURIE RIGGLE, 530-685-8968	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
COCHRAN JAIME , JAIME COCHRAN, 530-715-0892	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
CROWN METALS LLC , DYLAN MCFANN, 530-533-7718	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
DE LONG INDUSTRIES GROUP, INC. , SHAWNA OLNEY, 949-325-0106	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
HANKINS CONSTRUCTION MANAGEMENT, INC. , MICAH HANKINS, 530-520-9873	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24

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Town of Paradise DBE Good Faith Effort Documentation

<u>Name of DBE Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow-up Methods and Dates</u>
HIWA, INC., NESTOR NAVA, 530-924-4070	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
KITE SOLUTIONS LLC, RYAN OLSON, 530-514-0652	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
LEETE, INC, TIM LEETE, 530-893-3774	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MASON MCKELLIPS, MASON MCKELLIPS, 530-518-1400	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
MESSER EXCAVATION LLC, JON SCHROEDER, 530-412-4246	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
NORTH FORK ENTERPRISES LLC, EMILIE JELLEMA, 530-990-0581	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
PATRICK HILLSKEMPER, PATRICK HILLSKEMPER, 530-519-7464	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
RAYMOND HOFKER, RAY HOFKER, 530-327-4911	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
ROCK CREEK CONSTRUCTION, INC., LYNDA CAMERON, 530-210-7749	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
THE CALI DOZER CO LLC, JOEL WHITE, 530-360-1484	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24
VIRGIL D LONG, VIRGIL LONG, 530-403-5794	Email – 2/5/24	Email Follow-up – 2/13/24 Email Follow-up – 2/16/24



*SECTION C (CONTINUED)

NAME OF AGENCY/ORGANIZATION	METHOD/DATE OF CONTACT	RESULTS	AMOUNT	PERCENTAGE
Minor Concrete	N	N/A		
Remove Concrete	N	N/A		
Detectable Warning Surface	N	N/A		
Adjust Utilities to Grade	N	N/A		
Remove/Replace Monument	N	N/A		
Remove/Relocate Roadside Sign	N	N/A		
Roadside Sign (One Post)	N	N/A		
Thermoplastic Pavement Marking	N	N/A		
Thermoplastic Traffic Stripe	N	N/A		
Pavement Markers	N	N/A		

Exhibit 1 (Postings, Advertisements & Affidavits)

PLEASE POST

Lamon Construction Co, Inc.

871 Von Geldern Way
Yuba City, CA 95991

Fax

To: **SBA - Sacramento District Office**

Diversity Manager

650 Capitol Mall Ste 7-500

Sacramento, CA 95814

From: John Zilich II

Ph: 19167351700 Fax: 19167351719

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/2/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please POST

Please Recycle

In order to satisfy the Town of Paradise DBE vendor requirements, our company is inviting your participation in our bidding process. Your business has come to our attention as being a Disadvantaged (DBE) Business Enterprise.

We are currently bidding on various bids including: **Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM. Location of Work: Paradise, Butte County, CA.**

We are currently looking for DBE owned businesses, including subcontractors & suppliers, who can provide the following to help us complete the bid requirement.

We are interested in subcontractors and/or suppliers for: **Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers or any service or product you can provide to complete the bid requirements.** *Payment & Performance Bonds may be required. Subcontractors are encouraged to contact Lamon estimating for information on how to obtain Plans and Specifications at no cost. Lamon will provide assistance with obtaining necessary equipment, supplies, materials, bonding, lines of credit, insurance or any other assistance if necessary. Lamon intends to establish delivery schedules that encourage DBE participation.*

If you are interested and would like more information, please contact John Zilich II jlilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

PLEASE POST

Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **US Dept of Commerce - MBDA**

Lamar Heystek

555 Montgomery Street, Ste 1625

San Francisco, CA 94111

Ph: 14157047415 Fax: 14155921600

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/2/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please POST

Please Recycle

In order to satisfy the Town of Paradise DBE vendor requirements, our company is inviting your participation in our bidding process. Your business has come to our attention as being a Disadvantaged (DBE) Business Enterprise.

We are currently bidding on various bids including: **Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM. Location of Work: Paradise, Butte County, CA.**

We are currently looking for DBE owned businesses, including subcontractors & suppliers, who can provide the following to help us complete the bid requirement.

We are interested in subcontractors and/or suppliers for: **Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers or any service or product you can provide to complete the bid requirements.** *Payment & Performance Bonds may be required. Subcontractors are encouraged to contact Lamon estimating for information on how to obtain Plans and Specifications at no cost. Lamon will provide assistance with obtaining necessary equipment, supplies, materials, bonding, lines of credit, insurance or any other assistance if necessary. Lamon intends to establish delivery schedules that encourage DBE participation.*

If you are interested and would like more information, please contact John Zilich II zilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

Granite Rock Company is requesting sub-bids from qualified DBE Subcontractors/Suppliers for the following project:

TITLE: Contract No. 04-4K1404 - Construction on State Highway in Sonoma County near Schellville from 0.2 Mile North of Ramal Road to 0.87 Mile North of Ramal Road. – Soil densification (high density polyurethane) and cold plane AC Pavement

Owner: Caltrans
Location: Sonoma, Sonoma County, CA.
Bid Date: Wednesday, February 14, 2024 at 2:00 p.m.
Budget: \$2,060,000.

All bid items are available, particularly these: Construction Area Signs, Traffic Control, PCMS, WPCP, Street Sweeping, Striping & Marking, Soil Densification, Erosion Control, Hydroseeding, Tack Coat, Rumble Strips, Cold Plane Asphalt, Trucking, and Water Trucks.

Granite Rock Company 'Graniterock' is signatory to Operating Engineers, Laborers, Teamsters, Carpenters and Cement Masons unions. Plans and Specifications are available in our Estimating Office located at 5225 Hellyer Avenue, Suite 220, San Jose, or electronically at Caltrans Office Engineer website <http://pnpnos.dot.ca.gov/des/oa/weekly-ads/all-adv-projects.php>. 100% payment and 100% performance bonds in the amount of the subcontractor's bid will be required from a qualified surety company. Subcontractors must possess a current contractor's license, DIR number, insurance and worker's compensation coverage. Bonding assistance is available. Graniterock will pay bond premium up to 1.5%. In addition to bonding assistance, subcontractors are encouraged to contact Graniterock Estimating with questions regarding obtaining lines of credit, insurance, equipment, materials and/or supplies, or with any questions you may have. Subcontractors will be required to enter into our standard contract. DBE Subcontractors must be listed by the CUCP for the work code(s) that apply to the scope of work they are quoting. Graniterock will break down items of work to facilitate DBE participation. Graniterock intends to work cooperatively with all qualified DBE firms seeking work on this project. Granite Rock Company is an Equal Opportunity Employer.

Granite Rock Company
 5225 Hellyer Avenue, Suite 220 San Jose, CA 95138
 Phone: (408) 574-1400 Fax: (408) 365-9548
 Email: estimating@graniterock.com
 Contact: Sheree Schoenherr

ad# 53079

Lamon Construction Co., Inc. Requesting sub-bids from qualified DBE subcontractors/suppliers for the following project:

Town of Paradise
On-System Roadway Rehabilitation 2024
 Contract No. 7303.3 CON / Federal Project No. ER38Y0 (012) / HSIPL-5425 (041)
 Bids Due: Thursday, February 15, 2024 @ 2:00 PM

Seeking, but not limited to: Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers.

DESCRIPTION OF WORK: The work in general consists of roadway rehabilitation. The work will include roadway excavation, asphalt concrete overlay, full depth reclamation and pulverization, clearing and grubbing, removal and construction of concrete curbs, gutters, curb ramps, sidewalks, driveways, adjusting drainage facilities and utilities to grade, signing and striping, and other items of work as indicated on the project bid book and plans. Location: Paradise, Butte County, California

Call for Plans & Specifications. 100% Performance and Payment Bonds may be required. Please call for assistance with bonding, line of credit, insurance or other information to help obtain any necessary equipment, supplies or materials needed for this project. We are an Equal Opportunity Employer.

Lamon Construction Company, Inc.
 871 Von Geldern Way, Yuba City, CA 95991
 Contact: John Zilich II - zilich@lamonconstruction.com
 PH 530-671-1370 FX 530-671-7482

ad# 51186

Teichert Construction is Request for Sub-bids from certified DBE Subcontractors, Suppliers & Truckers for the following project:

Project: On-System Roadway Rehabilitation 2024
 Federal Project No. ER38Y0(012)/HSIPL 5425(041) – Contract No. 7303.3 CON

Owner: Town of Paradise
Bid Date: 2/15/2024 @ 2:00 PM
Estimate: \$6,638,859 **Duration:** 99 working days **Agency Goal:** 17% DBE

Docs & Plans Available from <https://www.townofparadise.com/pwe/page/current-bid-notice-contractorsconsultants>

Project Description: Teichert Construction is requesting quotes from all qualified subcontractors and suppliers including certified DBE firms for the following items of work, including but not limited to: all materials, labor and equipment for **Construction Area Signs, Traffic Control System, Reset, Adjust Roadway Items, Plane Asphalt Concrete, Clearing & Grubbing, Roadway Excavation, Grading, Finishing Roadway, Aggregate Sub Base, Aggregate Base, Cement Treated Base, Penetration Treatment & Prime Coat, Asphalt Concrete, Paving Asphalt (Asphalt Concrete), Place Asphalt Concrete Dike & Misc, Recycle, Reclaim Asphalt Concrete, Portland Cement & Concrete Pavement, Minor Concrete Structure, Roadside Sign, Sewer Manhole, Concrete Curb & Sidewalk- Misc, Misc Iron & Steel Frame, Cover & Grate, Saw Cutting, Survey or Historical Monument, Object Marker, Thermoplastic Traffic Striping & Marking, Painted Traffic Striping & Marking, Pavement Marking, Land Surveying, Safety Equipment Supplier, Sand & Gravel Supplier (Bulk Item), Asphalt Supplier (Bulk Item), Concrete & Cement Supplier (Bulk Item), Reinforcing Bar Section Supplier, Lumber Supplier, Drainage Systems Supplier, Storm Water Systems Supplier, Pavement Markers Supplier, Traffic Stripes, Marking and Traffic Control Materials Supplier, Material Testing Services, Construction Engineering & Inspection Services, Land Surveyor, Environmental – Water Quality, Lead Compliance, SWPPP Planning, Bottom Dump Truck, Transfer Dump Truck, Super 10 Dump Truck, Flat Bed Trucking, Water Truck, End Dump Truck, Asphalt Oil Tankers, Street Sweeping Truck, Trucker Broker and Trucker. Teichert Construction intends to work cooperatively with all qualified firms seeking work on this project, including but not limited to breaking out contract work items into economically feasible units to increase overall DBE participation. Plans and specifications are available from the municipality listed above and the Teichert's Roseville Estimating office. For assistance obtaining or regarding the plans and specifications, please contact the listed Estimator.**

100% Payment and Performance Bonds for subcontractors are required. Teichert will pay bond premium up to 2%. Insurance Waiver of subrogation also required. However, certified DBE's are encouraged to contact Teichert and request assistance if they are unable to meet Teichert's standard bonding or insurance requirements. DBE's also are encouraged to contact Teichert for assistance in obtaining lines of credit, equipment, supplies, materials or related assistance or services. **Subcontractor, Supplier and Trucker** quotes must be valid, at minimum, for the award period stated in the contract documents. Please note that this is a prevailing wage project and Teichert Construction is Union signatory. Subcontractors will be subject to the terms and conditions of Teichert's subcontract and safety documents available at www.teichert.com/for-subcontractors.cfm. Submission of a bid to Teichert will confirm that you have reviewed and accepted Teichert's subcontract form. Conditions or exceptions in Subcontractor's quote are expressly rejected unless accepted in writing prior to bid. Subcontractor scopes and supplier quotes are required 24 hours prior to bid.

For more information please contact:
 Jose Reyes at (916) 757-6400
Estimating@teichert.com

Teichert Construction
 400 Sunrise Avenue, Ste. 300, Roseville, CA 95661
 Ph (916) 757-6400 - Fax (916) 757-6499
 An Equal Opportunity Employer

ad# 51641

Spieß Construction Company, Inc. Requesting Sub-bids from Qualified **SLBE/MBE/WBE** Subcontractors/Suppliers for the following project:

El Paso Water Utilities
Bid No. 10-24

Citywide Lift Stations Air Release Valve Replacement
Bids Due: February 8, 2024 @ 1:30 PM (MST)
Location: El Paso, Texas

Seeking qualified **SLBE/MBE/WBE** subcontractors for the following: Pipe Supplier – Valves, CARV, Check Valves – Misc. Pipe Fittings & Appurtenances, Prep & Paint Pipe & Appurtenances, Welding, Concrete Curb, Bypass, Precast Concrete Vault.

For Project Documents, Plans & Specifications, or any Questions, visit: BidQuestions@epwater.org

100% Performance and Payment Bonds may be required. Please call for assistance with bonding, line of credit, insurance or other information to help obtain any necessary equipment, supplies or materials needed for this project.

Spieß Construction Company, Inc.

PO Box 2849 - Santa Maria, CA 93457
Contact: David Young - bids@scsitanks.com
Ph: (805) 937-5859 / Fax: (805) 934-4432

An Equal Opportunity Employer

ad# 70273

Lamon Construction Co., Inc. Requesting sub-bids from qualified **DBE** subcontractors/suppliers for the following project:

Town of Paradise
On-System Roadway Rehabilitation 2024
Contract No. 7303.3 CON
Federal Project No. ER38Y0 (012) / HSIPL-5425 (041)
Bids Due: Thursday, February 15, 2024 @ 2:00 PM

Seeking, but not limited to: Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers.

DESCRIPTION OF WORK: The work in general consists of roadway rehabilitation. The work will include roadway excavation, asphalt concrete overlay, full depth reclamation and pulverization, clearing and grubbing, removal and construction of concrete curbs, gutters, curb ramps, sidewalks, driveways, adjusting drainage facilities and utilities to grade, signing and striping, and other items of work as indicated on the project bid book and plans. Location: Paradise, Butte County, California

Call for Plans & Specifications. 100% Performance and Payment Bonds may be required. Please call for assistance with bonding, line of credit, insurance or other information to help obtain any necessary equipment, supplies or materials needed for this project. We are an Equal Opportunity Employer.

Lamon Construction Company, Inc.

871 Von Geldern Way, Yuba City, CA 95991
Contact: John Zilich II
Email: jzilich@lamonconstruction.com
PH 530-671-1370 FX 530-671-7482

ad# 51186

Granite Rock Company is requesting sub-bids from qualified **DBE** Subcontractors/Suppliers for the following project:

TITLE: Contract No. 04-4K1404 - Construction on State Highway in Sonoma County near Schellville from 0.2 Mile North of Ramal Road to 0.87 Mile North of Ramal Road. – Soil densification (high density polyurethane) and cold plane AC Pavement

Owner: Caltrans

Location: Sonoma, Sonoma County, CA.

Bid Date: Wednesday, February 14, 2024 at 2:00 p.m.

Budget: \$2,060,000.

All bid items are available, particularly these: Construction Area Signs, Traffic Control, PCMS, WPCP, Street Sweeping, Striping & Marking, Soil Densification, Erosion Control, Hydroseeding, Tack Coat, Rumble Strips, Cold Plane Asphalt, Trucking, and Water Trucks.

Granite Rock Company 'Graniterock' is signatory to Operating Engineers, Laborers, Teamsters, Carpenters and Cement Masons unions. Plans and Specifications are available in our Estimating Office located at 5225 Hellyer Avenue, Suite 220, San Jose, or electronically at Caltrans Office Engineer website <http://ppmoe.dot.ca.gov/des/oe/weekly-ads/all-adv-projects.php>. 100% payment and 100% performance bonds in the amount of the subcontractor's bid will be required from a qualified surety company. Subcontractors must possess a current contractor's license, DIR number, insurance and worker's compensation coverage. Bonding assistance is available. Graniterock will pay bond premium up to 1.5%. In addition to bonding assistance, subcontractors are encouraged to contact Graniterock Estimating with questions regarding obtaining lines of credit, insurance, equipment, materials and/or supplies, or with any questions you may have. Subcontractors will be required to enter into our standard contract. DBE Subcontractors must be listed by the CUCP for the work code(s) that apply to the scope of work they are quoting. Graniterock will break down items of work to facilitate DBE participation. Graniterock intends to work cooperatively with all qualified DBE firms seeking work on this project.

Granite Rock Company

5225 Hellyer Avenue, Suite 220 San Jose, CA 95138
Phone: (408) 574-1400 Fax: (408) 365-9548
Email: estimating@graniterock.com
Contact: Sheree Schoenherr

ad# 53079

AM Stephens Construction, Inc. Requesting Sub-bids from Qualified **DVBE** Subcontractors/Suppliers for:

Lodi Unified School District
Millswood Middle School Portable Relocation
Project No. 0855-8155
Due Date: Thursday, February 01, 2024 at 2:00 PM
Location: 233 N. Mills Ave, Lodi, CA 95242
San Joaquin County

Seeking, but not limited to: Surveying, Site Demolition, Portable Relocation, and Electrical.

100% Performance and Payment Bonds may be required. Please call for assistance with bonding, line of credit, insurance or other information to help obtain any necessary equipment, supplies or materials needed for this project. Plans & Specifications are available through AM Stephens estimating department or at the local builders' exchanges.

AM Stephens Construction Co., Inc.

1717 S. Stockton Street, Lodi, CA 95240
Contact: Steve Pritchard
Email: steve@schoolhousebuilders.com
Ph: (916) 768-6718 / Fax: (209) 333-0993

An Equal Opportunity Employer

ad# 50909

M/W/D/DVBE SUB-BIDS REQUESTED

CALIFORNIA BID BULLETIN
Publisher's Affidavit
STATE OF CALIFORNIA,
County of Sacramento


The undersigned declares as follows:

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the **CALIFORNIA BID BULLETIN**, a newspaper of general circulation, printed and published weekly in the State of California, County of Sacramento, and which newspaper of general circulation by the State of California, Department of General Services, Office of Small & Minority Business under the date of April 25, 1994. The attached notice/notices are a printed copy and has been published in the regular and entire issue of said newspaper and not in any supplement thereof on the following dates.

Date Published: February 2, 2024

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Sacramento, California this
14th day of February, 2024.


Signature: Douglas Eldridge,
Owner, Eldridge Bid Reporter

CALIFORNIA BID BULLETIN
Published Weekly
by Eldridge Bid Reporter
2400 22nd Street, Suite 220
Sacramento, CA 95818
Phone (916) 382-9557

Copy of ad/ads shown below were published in the
M/W/DVBE Sub-bid advertising section of the
CALIFORNIA BID BULLETIN
Dated: Friday, February 2, 2024 / Issue # 2479

Lamon Construction Co., Inc. Requesting sub-bids from qualified DBE subcontractors/suppliers for the following project:

Town of Paradise
On-System Roadway Rehabilitation 2024
Contract No. 7303.3 CON / Federal Project No. ER38Y0 (012) / HSIPL-5425 (041)
Bids Due: *Thursday, February 15, 2024 @ 2:00 PM*

Seeking, but not limited to: Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers.

DESCRIPTION OF WORK: The work in general consists of roadway rehabilitation. The work will include roadway excavation, asphalt concrete overlay, full depth reclamation and pulverization, clearing and grubbing, removal and construction of concrete curbs, gutters, curb ramps, sidewalks, driveways, adjusting drainage facilities and utilities to grade, signing and striping, and other items of work as indicated on the project bid book and plans. Location: Paradise, Butte County, California

Call for Plans & Specifications. 100% Performance and Payment Bonds may be required. Please call for assistance with bonding, line of credit, insurance or other information to help obtain any necessary equipment, supplies or materials needed for this project. We are an Equal Opportunity Employer.

Lamon Construction Company, Inc.
871 Von Geldern Way, Yuba City, CA 95991
Contact: John Zillich II - jzillich@lamonconstruction.com
PH 530-671-1370 FX 530-671-7482

ad# 51186

**California Bid Register Daily
Publisher's Affidavit
STATE OF CALIFORNIA,
County of Sacramento**

Copy of ad/ads shown below were published in
the M/W/DVBE Sub-bid advertising section of
the **California Bid Register Daily**

Date: Wednesday, January 31, 2024.
Issue #d2479w

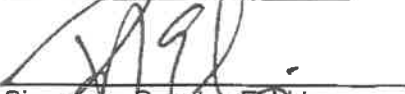
The undersigned declares as follows:

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the **California Bid Register Daily**, a newspaper of general circulation, printed and published weekly in the State of California, County of Sacramento, and which newspaper of general circulation by the State of California. Department of General Services, Office of Small & Minority Business under the date of April 25, 1994. The attached notice/notices are a printed copy and has been published in the regular and entire issue of said newspaper and not in any supplement thereof on the following dates.

Date Published: January 31, 2024.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Sacramento, California this
14th day of February, 2024.


Signature: Douglas Eldridge,
Owner, Eldridge Bid Reporter

California Bid Register Daily
Published Weekly
by Eldridge Bid Reporter
2400 22nd Street, Suite 220
Sacramento, CA 95818
Phone (916) 382-9557

Lamon Construction Co., Inc. Requesting sub-bids from qualified DBE subcontractors/suppliers for the following project:

Town of Paradise
On-System Roadway Rehabilitation 2024
Contract No. 7303.3 CON / Federal Project No. ER38Y0 (012) / HSIPL-5425 (041)
Bids Due: *Thursday, February 15, 2024 @ 2:00 PM*

Seeking, but not limited to: Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers.

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Lamon Construction Company, Inc.
871 Von Geldern Way, Yuba City, CA 95991
Contact: John Zillich II - jjzillich@lamonconstruction.com
PH 530-671-1370 FX 530-671-7482

ad# 51186

**Exhibit 2 (Sample Solicitation Letters Fax/Email, Fax/Email Transmittal
Logs & Responses)**

Lamon Construction Co, Inc.
871 Von Geldem Way
Yuba City, CA 95991

Fax

To: **ALLEN GILL CONSTRUCTION, INC.**

Allen Gill

22099 PALO WAY

PALO CEDRO, CA 96073

From: John Zilich II

Ph: 530-547-1112 Fax: 1530-547-1118

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please Reply

Please Recycle

In order to satisfy the Town of Paradise DBE vendor requirements, our company is inviting your participation in our bidding process. Your business has come to our attention as being a Disadvantaged (DBE) Business Enterprise.

We are currently bidding on various bids including: **Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM. Location of Work: Paradise, Butte County, CA.**

We are currently looking for DBE owned businesses, including subcontractors & suppliers, who can provide the following to help us complete the bid requirement.

We are interested in subcontractors and/or suppliers for: **Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt, Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers or any service or product you can provide to complete the bid requirements.** *Payment & Performance Bonds may be required. Subcontractors are encouraged to contact Lamon estimating for information on how to obtain Plans and Specifications at no cost. Lamon will provide assistance with obtaining necessary equipment, supplies, materials, bonding, lines of credit, insurance or any other assistance if necessary. Lamon intends to establish delivery schedules that encourage DBE participation.*

If you are interested and would like more information, please contact John Zilich II zilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

ALL quotes should be sent by fax to 530.671.7482

Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **BC SCHMIDT CONSTRUCTION, INC.**

Carrie A. Schmidt

411 Main St

Colusa, CA 95932

Ph: 530-473-5423 Fax: 1530-473-2749

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please Reply

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If you are interested and would like more information, please contact John Zilich II zilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

ALL quotes should be sent by fax to 530.671.7482

Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **Burke Construction**

Michael J. Burke

4421 Tennessee Drive

Shingle Springs, CA 95682

Ph: 530-676-1009 Fax: 1530-672-2411

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please Reply

Please Recycle

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If you are interested and would like more information, please contact John Zilich II zilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

ALL quotes should be sent by fax to 530.671.7482

Lamon Construction Co, Inc.
871 Von Geldem Way
Yuba City, CA 95991

Fax

To: **CLEAR PATH LAND EVOLVEMENT, INC**

Christine Johnson

500 AUBURN FOLSOM RD SUITE 100

AUBURN, CA 95603

From: John Zilich II

Ph: 530-887-1410 Fax: 1530-653-2126

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

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If you are interested and would like more information, please contact John Zilich II jlilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

ALL quotes should be sent by fax to 530.671.7482

Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **E. JASPER WRKG. (DEMO) & TRKG**

null LYNN JASPER

9328 S. VERMONT AVE.

LOS ANGELES, CA 90044

Ph: 323-754-9877 Fax: 1323-754-8558

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please Reply

Please Recycle

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Sincerely,

John Zilich II

ALL quotes should be sent by fax to 530.671.7482

Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **ERNEST B. DEE**

ERNEST B. DEE

7051 BOWLING DRIVE # 104

SACRAMENTO, CA 95823

From: John Zilich II

Ph: 916-271-0410 Fax: 1916-512-3303

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please Reply

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If you are interested and would like more information, please contact John Zilich II zilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

ALL quotes should be sent by fax to 530.671.7482

Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **INDIAN HEAD ENTERPRISES**

VIRGIL DWAYNE LONG

2926 CRAIG AVENUE

OROVILLE, CA 95966

From: John Zilich II

Ph: 530-403-5794 Fax: 1530-532-1573

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

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For Review

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John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **Kapel Construction Inc.**

Lance Robbins

691 PONY EXPRESS WAY, LOT 31

BURNT RANCH, CA 95527

Ph: 530-629-3300 Fax: 1530-629-3300

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **L & L BRIDGES**

LEVI GURULE

6748 RUTGERS DRIVE

SEBASTOPOL, CA 95472

Ph: 707-478-6205 Fax: 1509-559-7300

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **LARRANAGA TRUCKING, INC.**

FERNAND LARRANAGA

2206 N. EAST STREET

ALTURAS, CA 96101

From: John Zilich II

Ph: 530-233-3785 Fax: 1530-233-3785

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **MARTIN GENERAL ENGINEERING INC**

TRANQUILINO MARTIN

12485 QUICKSILVER DRIVE

RANCHO CORDOVA, CA 95742

Ph: 916-355-8101 Fax: 1916-355-8108

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **MOTHERLODE CONCRETE CONSTRUCTION**

GLENN FOSTER, JR.

90 GOLD DUST TRAIL

SUTTER CREEK, CA 95685

Ph: 209-223-2663 Fax: 1209-267-1887

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **North State General Engineering**

AMY FOSTER

13147 COUNTY ROAD 60

ALTURAS, CA 96101

Ph: 916-367-2745 Fax: 1530-233-2415

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Lamon Construction Co, Inc.
871 Von Geldern Way
Yuba City, CA 95991

Fax

To: **NORTHERN INDUSTRIAL ELECTRIC**

DORI CRAMER

2435 RADIO LANE

REDDING, CA 96001

Ph: 530-246-2366 Fax: 1530-246-2368

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **PNF CONSTRUCTION, INC.**
RODNEY ALLEN SPENCER

725 6TH STREET

MARYSVILLE, CA 95901

Ph: 909-638-2215 Fax: 1888-315-7315

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **Professional Concrete Sawing Inc.**

David Scott

P.O. Box 3348

Merced, CA 95344

From: John Zilich II

Ph: 209-722-2226 Fax: 1209-722-2227

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **ROLL' N ROCK CONSTRUCTION INC**

Bonnie Heile

5527 Truck Village Drive

MOUNT SHASTA, CA 96067

Ph: 530-925-1408 Fax: 1530-926-0450

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **S.T. RHOADES CONSTRUCTION, INC.**

Steve T. Rhoades

8585 Commercial Way

REDDING, CA 96002

Ph: 530-223-9322 Fax: 1530-223-9222

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please Reply

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If you are interested and would like more information, please contact John Zilich II zilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

ALL quotes should be sent by fax to 530.671.7482

Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **STONY CREEK GENERAL ENGINEERING**

Luke Andrews

5321 COUNTY RD 206

ORLAND, CA 95963

Ph: 530-526-3191 Fax: 1530-988-5092

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **T AND S DVBE, INC.**

TAREN FORDE

18981 Gravel Plant Rd.

Redding, CA 96002

Ph: 530-250-5875 Fax: 1530-466-2613

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **Tyrrell Resources, Inc**

Cheryl L. Tyrrell

1243 High St

Auburn, CA 95603

Ph: 530-243-8733 Fax: 1530-241-8975

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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If you are interested and would like more information, please contact John Zilich II jjzilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **Vintage Paving Company, Inc.**

Edward Carbahal

119 Main Street

Winters, CA 95694

Ph: 530-795-0132 Fax: 1530-795-5734

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **WALLACE STRUCTURES**

ERIC WALLACE

2515 TAWNDALE LN

HYDESVILLE, CA 95547

Ph: 707-834-4992 Fax: 1707-768-3386

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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If you are interested and would like more information, please contact John Zilich II jjilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991



To: **WHITE BEAR CONSTRUCTION, INC.**

AMANDA HOY

941 County Rd 260

ALTURAS, CA 96101

Ph: 530-233-4875 Fax: 1530-233-4875

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Lamon Construction Co, Inc.
871 Von Geldern Way
Yuba City, CA 95991

Fax

To: **WHITE CAP READY MIX, INC.**

DIXIE LEE HIGGINS

73880 HIGHWAY 70

PORTOLA, CA 96122

Ph: 530-832-4225 Fax: 1530-832-5847

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **WILLIE DIXON TRUCKING**

WILLIE DIXON

1264 W. 132ND STREET

GARDENA, CA 90248

From: John Zilich II

Ph: 310-532-6897 Fax: 1310-532-6260

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **CROSSFIRE TREE & VEGETATION SERVICES, INC.**

WENDY GOMES

3254 INDIAN SPRINGS RD

PARADISE, CA 95969-6172

Ph: 530-877-9002 Fax: 1530-877-1874

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **CROWN METALS LLC**

DYLAN MCFANN

4801 FEATHER RIVER BLVD STE 18

OROVILLE, CA 95965-9690

From: John Zilich II

Ph: 530-533-7718 Fax: 1530-533-7369

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **FRANKLIN CONSTRUCTION, INC.**

CLARK GARDNER

217 FLUME ST STE 200

CHICO, CA 95928-5470

Ph: 530-343-9600 Fax: 1530-343-4245

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

ALL quotes should be sent by fax to 530.671.7482

Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **J. W. BAMFORD, INC.**

NATHAN BAMFORD

2015 CHALLENGER AVE STE B

OROVILLE, CA 95965-4175

Ph: 530-353-6333 Fax: 1530-533-3719

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please Reply

Please Recycle

In order to satisfy the Town of Paradise DBE vendor requirements, our company is inviting your participation in our bidding process. Your business has come to our attention as being a Disadvantaged (DBE) Business Enterprise.

We are currently bidding on various bids including: **Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM. Location of Work: Paradise, Butte County, CA.**

We are currently looking for DBE owned businesses, including subcontractors & suppliers, who can provide the following to help us complete the bid requirement.

We are interested in subcontractors and/or suppliers for: **Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers or any service or product you can provide to complete the bid requirements. Payment & Performance Bonds may be required. Subcontractors are encouraged to contact Lamon estimating for information on how to obtain Plans and Specifications at no cost. Lamon will provide assistance with obtaining necessary equipment, supplies, materials, bonding, lines of credit, insurance or any other assistance if necessary. Lamon intends to establish delivery schedules that encourage DBE participation.**

If you are interested and would like more information, please contact John Zilich II jlilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **MORGAN, JAMES L**

JAMES MORGAN

6 APICA AVE

OROVILLE, CA 95966-9426

From: John Zilich II

Ph: 530-321-5899 Fax: 1530-589-5852

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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If you are interested and would like more information, please contact John Zilich II zilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991



To: **MCHATTON ELECTRIC**

RUSSELL MCHATTON

9 ARBOR DR

CHICO, CA 95926-3003

Ph: 530-321-3094 Fax: 1530-893-9555

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

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If you are interested and would like more information, please contact John Zilich II jjilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **SANTOS EXCAVATING INC**

GEORGE SANTOS

460 RYAN AVE

CHICO, CA 95973-8846

Ph: 530-894-2274 Fax: 1530-894-7767

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991



To: **THOMAS CARPENTER**

HOLLY TAYLOR

1321 W 7TH ST

CHICO, CA 95928-4979

Ph: 530-592-3667 Fax: 1530-592-3849

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/5/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please Reply

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If you are interested and would like more information, please contact John Zilich II zilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

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FAX Log Lamon 73033CON Paradise DBE

Fax	HOLLY TAYLOR	15305923849	THOMAS CARPENTER		2/5/2024 18:53	Failed (Try 2)	0 pages	0:00:00
Fax	RUSSELL MCHATTON	15308939555	MCHATTON ELECTRIC		2/5/2024 18:52	Failed (Try 2)	0 pages	0:00:00
Fax	JAMES MORGAN	15305895852	MORGAN, JAMES L		2/5/2024 18:50	Busy (Try 2)	0 pages	0:00:00
Fax	NATHAN BAMFORD	15305333719	J. W. BAMFORD, INC.		2/5/2024 18:47	Failed (Try 2)	0 pages	0:00:00
Fax	WENDY GOMES	15308771874	CROSSFIRE TREE & VEGETATION SERVICES, INC.		2/5/2024 18:43	No Line (Try 2)	0 pages	0:00:00
Fax	HOLLY TAYLOR	15305923849	THOMAS CARPENTER		2/5/2024 18:40	Failed (Try 1)	0 pages	0:00:00
Fax	ERIC WALLACE	17077683386	WALLACE STRUCTURES		2/5/2024 18:39	Failed (Try 2)	0 pages	0:00:00
Fax	GEORGE SANTOS	15308947767	SANTOS EXCAVATING INC		2/5/2024 18:37	Sent (Try 1)	1 page 14400 bps	0:00:29
Fax	RUSSELL MCHATTON	15308939555	MCHATTON ELECTRIC		2/5/2024 18:36	No Line (Try 1)	0 pages	0:00:00
Fax	JAMES MORGAN	15305895852	MORGAN, JAMES L		2/5/2024 18:36	Busy (Try 1)	0 pages	0:00:00
Fax	NATHAN BAMFORD	15305333719	J. W. BAMFORD, INC.		2/5/2024 18:35	Busy (Try 1)	0 pages	0:00:00
Fax	CLARK GARDNER	15303434245	FRANKLIN CONSTRUCTION, INC.		2/5/2024 18:34	Sent (Try 1)	1 page 14400 bps	0:00:30
Fax	DYLAN MCFANN	15305337369	CROWN METALS LLC	5305337369	2/5/2024 18:33	Sent (Try 1)	1 page 9600 bps	0:00:35
Fax	WENDY GOMES	15308771874	CROSSFIRE TREE & VEGETATION SERVICES, INC.		2/5/2024 18:33	Busy (Try 1)	0 pages	0:00:00
Fax	WILLIE DIXON	13105326260	WILLIE DIXON TRUCKING		2/5/2024 18:32	Sent (Try 1)	1 page 14400 bps	0:00:44
Fax	David Scott	12097222227	Professional Concrete Sawing Inc.		2/5/2024 18:30	Busy (Try 2)	0 pages	0:00:00
Fax	DIXIE LEE HIGGINS	15308325847	WHITE CAP READY MIX, INC.		2/5/2024 18:30	Sent (Try 1)	1 page 14400 bps	0:00:34
Fax	AMANDA HOY	15302334875	WHITE BEAR CONSTRUCTION, INC.		2/5/2024 18:33	Busy (Try 1)	1 page 12000 bps	0:00:39
Fax	ERIC WALLACE	17077683386	WALLACE STRUCTURES		2/5/2024 18:27	Busy (Try 1)	0 pages	0:00:00
Fax	Edward Carbahal	15307955734	Vintage Paving Company, Inc.		2/5/2024 18:26	Sent (Try 1)	1 page 9600 bps	0:00:37
Fax	Cheryl L. Tyrrell	15302418975	Tyrrell Resources, Inc		2/5/2024 18:25	Sent (Try 1)	1 page 14400 bps	0:00:28
Fax	TAREN FORDE	15304662613	T AND S DVBE, INC.	1-530-466-2613	2/5/2024 18:24	Sent (Try 1)	1 page 14400 bps	0:00:29
Fax	DORI CRAMER	15302462368	NORTHERN INDUSTRIAL ELECTRIC		2/5/2024 18:24	Failed (Try 2)	0 pages	0:00:00
Fax	Luke Andrews	15309885092	STONY CREEK GENERAL ENGINEERING		2/5/2024 18:22	Sent (Try 1)	1 page 14400 bps	0:00:28
Fax	AMY FOSTER	15302332415	North State General Engineering		2/5/2024 18:22	Busy (Try 2)	0 pages	0:00:00
Fax	Steve T. Rhoades	15302239222	S.T. RHOADES CONSTRUCTION, INC.	530 223 9222	2/5/2024 18:21	Sent (Try 1)	1 page 14400 bps	0:00:31
Fax	Bonnie Heile	15309260450	ROLL' N ROCK CONSTRUCTION INC	5309260450	2/5/2024 18:20	Sent (Try 1)	1 page 9600 bps	0:00:37
Fax	David Scott	12097222227	Professional Concrete Sawing Inc.		2/5/2024 18:19	Busy (Try 1)	0 pages	0:00:00
Fax	RODNEY ALLEN SPENCER	18883157315	PNF CONSTRUCTION, INC.		2/5/2024 18:19	Sent (Try 1)	1 page 12000 bps	0:00:39
Fax	Lance Robbins	15306293300	Kapel Construction Inc.		2/5/2024 18:18	Busy (Try 2)	0 pages	0:00:00
Fax	VIRGIL DWAYNE LONG	15305321573	INDIAN HEAD ENTERPRISES		2/5/2024 18:17	Busy (Try 2)	0 pages	0:00:00
Fax	ERNEST B. DEE	19165123303	ERNEST B. DEE		2/5/2024 18:16	Busy (Try 2)	0 pages	0:00:00
Fax	null LYNN JASPER	13237548558	E. JASPER WRKG. (DEMO) & TRKG		2/5/2024 18:16	Failed (Try 2)	0 pages	0:00:00
Fax	Christine Johnson	15306532126	CLEAR PATH LAND EVOLVEMENT, INC		2/5/2024 18:14	Busy (Try 2)	0 pages	0:00:00
Fax	Michael J. Burke	15306722411	Burke Construction		2/5/2024 18:14	Failed (Try 2)	0 pages	0:00:00
Fax	Carrie A. Schmidt	15304732749	BC SCHMIDT CONSTRUCTION, INC.		2/5/2024 18:13	Busy (Try 2)	0 pages	0:00:00
Fax	DORI CRAMER	15302462368	NORTHERN INDUSTRIAL ELECTRIC		2/5/2024 18:12	Failed (Try 1)	0 pages	0:00:00
Fax	AMY FOSTER	15302332415	North State General Engineering		2/5/2024 18:11	Busy (Try 1)	0 pages	0:00:00
Fax	GLENN FOSTER, JR.	12092671887	MOTHERLODE CONCRETE CONSTRUCTION	12092671887	2/5/2024 18:10	Sent (Try 1)	1 page 14400 bps	0:00:29
Fax	TRANQUILINO MARTIN	19163558108	MARTIN GENERAL ENGINEERING INC	+1 916 415 4900	2/5/2024 18:09	Sent (Try 1)	1 page 9600 bps	0:00:37

Fax FERNAND LARRANAGA	15302333785 LARRANAGA TRUCKING, INC.	5302333785	2/5/2024 18:08 Sent (Try 1)	1 page	14400 bps	0:00:29
Fax LEVI GURULE	15095597300 L & L BRIDGES	15095597300	2/5/2024 18:07 Sent (Try 1)	1 page	14400 bps	0:00:28
Fax Lance Robbins	15306293300 Kapel Construction Inc.		2/5/2024 18:06 Busy (Try 1)	0 pages		0:00:00
Fax VIRGIL DWAYNE LONG	15305321573 INDIAN HEAD ENTERPRISES		2/5/2024 18:06 Failed (Try 1)	0 pages		0:00:00
Fax ERNEST B. DEE	19165123303 ERNEST B. DEE		2/5/2024 18:05 Busy (Try 1)	0 pages		0:00:00
Fax null LYNN JASPER	13237548558 E. JASPER WRKG. (DEMO) & TRKG		2/5/2024 18:04 Failed (Try 1)	0 pages		0:00:00
Fax Christine Johnson	15306532126 CLEAR PATH LAND EVOLVEMENT, INC		2/5/2024 18:03 Busy (Try 1)	0 pages		0:00:00
Fax Michael J. Burke	15306722411 Burke Construction		2/5/2024 18:02 Failed (Try 1)	0 pages		0:00:00
Fax Carrie A. Schmidt	15304732749 BC SCHMIDT CONSTRUCTION, INC.		2/5/2024 18:01 Busy (Try 1)	0 pages		0:00:00
Fax Allen Gill	15305471118 ALLEN GILL CONSTRUCTION, INC.	5305471118	2/5/2024 18:00 Sent (Try 1)	1 page	14400 bps	0:00:34

Douglas Eldridge

From: Lamon Construction Co, Inc. <jzilich@lamonconstruction.com>
Sent: Friday, February 2, 2024 8:29 AM
To: doug@EldridgeBidReporter.com
Subject: DBEs NEEDED: Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM

Follow Up Flag: Follow up
Flag Status: Flagged



LAMON CONSTRUCTION CO, INC.

Eldridge Bid Reporter
Attn: Douglas Eldridge
PO Box 699
W Sacramento, CA 95691

TOWN OF PARADISE, ON-SYSTEM ROADWAY REHABILITATION 2024 (ESTIMATE \$6,638,859), CONTRACT #7303.3 CON, FEDERAL AID PROJ # ER38Y0 (012) / HSIPL-5425 (041), DUE 2/15/24 @ 2 PM. IF YOU ARE A CERTIFIED DBE AND ARE INTERESTED IN SUBMITTING A SUB-BID FOR THIS PROJECT PLEASE RESPOND **ASAP!**

IF YOU ARE **NOT INTERESTED IN THIS OPPORTUNITY, PLEASE CLICK HERE [unsubscribe](#) AND CLICK SEND FROM YOUR EMAIL PROGRAM.**

In order to meet the Town of Paradise DBE goals our company is inviting your participation in the **BIDDING** process. Your business has come to our attention as being a Disadvantaged (DBE) Business Enterprise.

To qualify as a DBE subcontractor your company MUST be certified with an entity that has the authority to certify DBEs. One such entity is the State of California, Department of Transportation. If you would like to begin the the certification process to be an eligible subcontractor/supplier for this project: http://www.dot.ca.gov/hq/bep/business_forms.htm

We are currently accepting **SUB-BIDS** on: Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM. **INTERESTED SUBCONTRACTORS/SUPPIERS ARE URGED TO SEND QUESTIONS AND/OR PRICING NO LATER THAN **ASAP!****

We are currently looking for Certified DBE subcontractors/suppliers who can provide the following services/supplies to help us meet our DBE goals on this project.

- Lead Compliance Plan
- Traffic Control System
- Portable Changeable Message Sign
- Job Site Mgmt.
- Prepare and Implement Storm Water Pollution Prevention Plan
- Street Sweeping
- Clearing & Grubbing
- Construction Surveys

- Roadway Excavation
- Shoulder Backing
- Class 2 Aggregate Base
- Full-Depth Reclamation-Cement
- Asphaltic Emulsion
- Pulverized Roadbed
- Hot Mix Asphalt (Type A)
- Place HMA Dike
- Cold Plane Asphalt Concrete Pavement
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- Remove/Replace Monument
- Remove/Relocate Roadside Sign
- Roadside Sign (One Post)
- Thermoplastic Pavement Marking
- Thermoplastic Traffic Stripe
- Pavement Markers

Contractors are encouraged to contact Lamon Construction for information on how to obtain plans and specifications

Payment & Performance Bonds may be required. Subcontractors are encouraged to contact Lamon estimating for information on how to obtain Plans and Specifications at no cost. Lamon will provide assistance with obtaining necessary equipment, supplies, materials, bonding, lines of credit, insurance or any other assistance if necessary. Lamon intends to establish delivery schedules that encourage DBE participation.

We shall appreciate your response.

If, after viewing the Specs, you are interested and qualified for this project, please email a Letter of Interest, Brief Qualifications and/or any questions **ASAP!** to: zilich@lamonconstruction.com
 We look forward to hearing from you.
 Sincerely,

LAMON CONSTRUCTION CO, INC.

AGAIN, TO DECLINE THIS BID OPPORTUNITY, PLEASE CLICK HERE [unsubscribe](#) AND CLICK SEND IN YOUR EMAIL PROGRAM.

Douglas Eldridge

From: From: Campaign Admin <unsubscribe@eldridgebidreporter.com>
Sent: Monday, February 5, 2024 9:16 PM
To: doug@EldridgeBidReporter.com; <doug@EldridgeBidReporter.com>
Subject: Campaign Project Log - Lamon_73033CON_Paradise_DBE

Follow Up Flag: Follow up
Flag Status: Flagged

Campaign ID : 2890
Campaign name : Lamon_73033CON_Paradise_DBE Campaign Date : 2/5/2024 8:00:11 PM

Sending Email

List Name : Lamon_73033CON_Paradise_DBE

Attempted sending : 258

Bad email addresses : 0

Empty Email Addresses : 0

Duplicate/skipped : 0

Successfully sent : 258

Time completed : 2/5/2024 9:15:55 PM

Successful address file created:

C:\ProgramData\EmailMarketingDirector\logs\CampaignID2890-Success-20240205200011.TXT

SUCCESSFUL EMAILS FROM CAMPAIGN

javier@am-engr.com
bids@astarsweeping.com
a1truckingsvsinc@gmail.com
klazordonez@gmail.com
sbarjoud@sbcglobal.net
daryl@abslconstruction.com
accurateasphalt2@gmail.com
acesweepers67@gmail.com
andrewate@gmail.com
cesar@adgsocal.com
omar1976.aguirre@gmail.com
tshaka@toureinc.com
admin@trafficloops.net
a.perkins@transpacificsteellc.com
sherylp@tcdrilling.com
conchita@tuckertech.com
robin@tullygroup.com
tyrrellresources@sbcglobal.net
nancy@ugeecs.com
claudia@umscorporation.com
usactcorp@gmail.com
tvaldez@vg-builders.com
arvind@vapci.com
estimating@velardeconcreteinc.com
vida.wright@veridicogroup.com
edc@vintagepavingco.com
mail@wesinc.org
wallacestr@aol.com
watertrucksunltd@yahoo.com
sales@weldonworks.com
westpacificelectricco@gmail.com
ahoywhitebear@outlook.com
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yushin@ycg.io
mgalarza@yerba-buena.net
yjones@ycat-c.com
cmcvey@apexenvinc.com
bransonent@outlook.com
dale@cwelectrical.com
c.pcontractinginc@gmail.com
laurie@chilesnappertrucking.com
jaime@jcoengineering.com
crossfiretree@gmail.com
dylan.crownmetals@gmail.com
shawna.olney@wavetechind.com
clark@franklinconstruction.com
micah@hankinbcm.com
nestor.nava@repairprochico.com

nbamford@bamfordinc.net
ryan@kitesolutionsllc.com
tim@leeteconcrete.com
mmckellips@amenviroservices.com
messerexcavation@yahoo.com
james@morgantree.com
ejellema@northforkent.com
phillskemper@yahoo.com
ray@hofkerwildland.com
lynda@rockcreekconstructioninc.com
mchatton.electric@yahoo.com
brenda@santosengineering.com
jw@calidozer.com
dragondemolition@yahoo.com
dlong_ihe@outlook.com
tony@ajnewsonsconstruction.com
alan@alanmokengeering.com
debbieh@alertolite.com
malfaro@alfaroengineering.com
tgill@allengillconstruction.com
glenele@altacmgc.com
braulio.leoz@altamontrebar.com
sales@am-construction.net
atswithstraffic@gmail.com
anco6737@sbcglobal.net
sopida@apadana.us
becky@areawest.net
arguelloconcrete@sbcglobal.net
lori@arrowsco.com
andrewaguilar450@gmail.com
moronia@acefencecompany.com
mahsa@azadeng.com
jim.bianchin@gmail.com
juan@baylinecutting.com
jorge.rivero@baysideec.com
cs@bcschmidt.com
bellagiolands@aol.com
bellakaiconstruction@gmail.com
belmontesconcrete@gmail.com
aragan@blackdiamondasphalt.com
burkebid@gmail.com
b-w-w@live.com
travis.candscivil@yahoo.com
laura@caintrucking.com
rosa@caliconcrete.com
aanderson@ccsurveying.net
paustin@austin-enterprise.com
noe@calandsurveyor.com
ruvalcaba.alejandra@yahoo.com
nsahota@cveas.com
vzamora@cvrfresno.com

jcgarcia73@hotmail.com
arvin@chaudhary.com
mike@cmtink.com
clearcreekadam@gmail.com
christine@clear-path.net
info@cmctraffic.com
scoleman@colemancon.com
tcoleman2009@hotmail.com
dkaur@dabri.com
andre.hawks@geostructuralengineering.com
deensgroup@aol.com
chris@dpp-inc.com
patriciad@dillardenv.com
davetrucksweep@gmail.com
derrickd@dodconstruction.com
ashley@mahaffeydrilling.com
renee@donaldmirandatrucking.com
gguillory@doublegsupply.com
info@drtrafficcontrol.com
alex.singh@dreambuildercor

Bounce Report

List name: Lamon_73033CON_Paradise_DBE

Bounce Count: 3

Email Address	Bounce Date
dixie@whitecapreadymix.com	2/14/2024 7:06:45 AM
estimating@eaglerock.us	2/14/2024 7:06:49 AM
ernestdee6@gmail.com	2/14/2024 7:06:42 AM

Exhibit 3 (Follow-up Email, Email Log(s), Follow-up Phone Log)

Douglas Eldridge

From: Lamon Construction Co, Inc. <jzilich@lamonconstruction.com>
Sent: Friday, February 9, 2024 6:15 AM
To: doug@EldridgeBidReporter.com
Subject: REMINDER: DBEs NEEDED: Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM

Follow Up Flag: Follow up
Flag Status: Flagged



LAMON CONSTRUCTION CO, INC.

Eldridge Bid Reporter
Attn: Douglas Eldridge
PO Box 699
W Sacramento, CA 95691

REMINDER: TOWN OF PARADISE, ON-SYSTEM ROADWAY REHABILITATION 2024 (ESTIMATE \$6,638,859), CONTRACT #7303.3 CON, FEDERAL AID PROJ # ER38Y0 (012) / HSIPL-5425 (041), DUE 2/15/24 @ 2 PM. IF YOU ARE A CERTIFIED DBE AND ARE INTERESTED IN SUBMITTING A SUB-BID FOR THIS PROJECT PLEASE RESPOND **ASAP!**

IF YOU ARE **NOT INTERESTED** IN THIS OPPORTUNITY, PLEASE CLICK HERE [unsubscribe](#) AND CLICK SEND FROM YOUR EMAIL PROGRAM.

In order to meet the Town of Paradise DBE goals our company is inviting your participation in the **BIDDING** process. Your business has come to our attention as being a Disadvantaged (DBE) Business Enterprise.

To qualify as a DBE subcontractor your company MUST be certified with an entity that has the authority to certify DBEs. One such entity is the State of California, Department of Transportation. If you would like to begin the certification process to be an eligible subcontractor/supplier for this project: http://www.dot.ca.gov/hq/bep/business_forms.htm

We are currently accepting **SUB-BIDS** on: Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM. **INTERESTED SUBCONTRACTORS/SUPPIERS ARE URGED TO SEND QUESTIONS AND/OR PRICING NO LATER THAN **ASAP!****

We are currently looking for Certified DBE subcontractors/suppliers who can provide the following services/supplies to help us meet our DBE goals on this project.

- Lead Compliance Plan
- Traffic Control System
- Portable Changeable Message Sign
- Job Site Mgmt.
- Prepare and Implement Storm Water Pollution Prevention Plan
- Street Sweeping
- Clearing & Grubbing
- Construction Surveys

- Roadway Excavation
- Shoulder Backing
- Class 2 Aggregate Base
- Full-Depth Reclamation-Cement
- Asphaltic Emulsion
- Pulverized Roadbed
- Hot Mix Asphalt (Type A)
- Place HMA Dike
- Cold Plane Asphalt Concrete Pavement
- Remove AC Dike
- Adjust Inlet
- Minor Concrete
- Remove Concrete
- Detectable Warning Surface
- Adjust Utilities to Grade
- Remove/Replace Monument
- Remove/Relocate Roadside Sign
- Roadside Sign (One Post)
- Thermoplastic Pavement Marking
- Thermoplastic Traffic Stripe
- Pavement Markers

Contractors are encouraged to contact Lamon Construction for information on how to obtain plans and specifications

Payment & Performance Bonds may be required. Subcontractors are encouraged to contact Lamon estimating for information on how to obtain Plans and Specifications at no cost. Lamon will provide assistance with obtaining necessary equipment, supplies, materials, bonding, lines of credit, insurance or any other assistance if necessary. Lamon intends to establish delivery schedules that encourage DBE participation.

We shall appreciate your response.

If, after viewing the Specs, you are interested and qualified for this project, please email a Letter of Interest, Brief Qualifications and/or any questions **ASAP!** to: jlilich@lamonconstruction.com
 We look forward to hearing from you.
 Sincerely,

LAMON CONSTRUCTION CO, INC.

AGAIN, TO DECLINE THIS BID OPPORTUNITY, PLEASE CLICK HERE [unsubscribe](#) AND CLICK SEND IN YOUR EMAIL PROGRAM.

Douglas Eldridge

From: From: Campaign Admin <unsubscribe@eldridgebidreporter.com>
Sent: Tuesday, February 13, 2024 2:16 AM
To: doug@EldridgeBidReporter.com; <doug@EldridgeBidReporter.com>
Subject: Campaign Project Log - Lamon_73033CON_Paradise_DBE

Follow Up Flag: Follow up
Flag Status: Flagged

Campaign ID : 2890
Campaign name : Lamon_73033CON_Paradise_DBE Campaign Date : 2/13/2024 1:00:09 AM

Sending Email

List Name : Lamon_73033CON_Paradise_DBE

Attempted sending : 258

Bad email addresses : 0

Empty Email Addresses : 0

Duplicate/skipped : 0

Successfully sent : 258

Time completed : 2/13/2024 2:15:47 AM

Successful address file created:

C:\ProgramData\EmailMarketingDirector\logs\CampaignID2890-Success-20240213010009.TXT

Douglas Eldridge

From: Lamon Construction Co, Inc. <jzulich@lamonconstruction.com>
Sent: Thursday, February 15, 2024 11:10 AM
To: doug@EldridgeBidReporter.com
Subject: BID EXTENDED: DBEs NEEDED: Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/22/24 @ 2 PM

Follow Up Flag: Follow up
Flag Status: Flagged



LAMON CONSTRUCTION CO, INC.

Eldridge Bid Reporter
Attn: Douglas Eldridge
PO Box 699
W Sacramento, CA 95691

BID EXTENDED: TOWN OF PARADISE, ON-SYSTEM ROADWAY REHABILITATION 2024 (ESTIMATE \$6,638,859), CONTRACT #7303.3 CON, FEDERAL AID PROJ # ER38Y0 (012) / HSIPL-5425 (041), DUE 2/22/24 @ 2 PM. IF YOU ARE A CERTIFIED DBE AND ARE INTERESTED IN SUBMITTING A SUB-BID FOR THIS PROJECT PLEASE RESPOND **ASAP!**

IF YOU ARE **NOT INTERESTED** IN THIS OPPORTUNITY, PLEASE CLICK HERE [unsubscribe](#) AND CLICK SEND FROM YOUR EMAIL PROGRAM.

In order to meet the Town of Paradise DBE goals our company is inviting your participation in the **BIDDING** process. Your business has come to our attention as being a Disadvantaged (DBE) Business Enterprise.

To qualify as a DBE subcontractor your company MUST be certified with an entity that has the authority to certify DBEs. One such entity is the State of California, Department of Transportation. If you would like to begin the certification process to be an eligible subcontractor/supplier for this project: http://www.dot.ca.gov/hq/bep/business_forms.htm

We are currently accepting **SUB-BIDS** on: Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/22/24 @ 2 PM. **INTERESTED SUBCONTRACTORS/SUPPIERS ARE URGED TO SEND QUESTIONS AND/OR PRICING NO LATER THAN **ASAP!****

We are currently looking for Certified DBE subcontractors/suppliers who can provide the following services/supplies to help us meet our DBE goals on this project.

- Lead Compliance Plan
- Traffic Control System
- Portable Changeable Message Sign
- Job Site Mgmt.
- Prepare and Implement Storm Water Pollution Prevention Plan
- Street Sweeping
- Clearing & Grubbing
- Construction Surveys

- Roadway Excavation
- Shoulder Backing
- Class 2 Aggregate Base
- Full-Depth Reclamation-Cement
- Asphaltic Emulsion
- Pulverized Roadbed
- Hot Mix Asphalt (Type A)
- Place HMA Dike
- Cold Plane Asphalt Concrete Pavement
- Remove AC Dike
- Adjust Inlet
- Minor Concrete
- Remove Concrete
- Detectable Warning Surface
- Adjust Utilities to Grade
- Remove/Replace Monument
- Remove/Relocate Roadside Sign
- Roadside Sign (One Post)
- Thermoplastic Pavement Marking
- Thermoplastic Traffic Stripe
- Pavement Markers

Contractors are encouraged to contact Lamon Construction for information on how to obtain plans and specifications

Payment & Performance Bonds may be required. Subcontractors are encouraged to contact Lamon estimating for information on how to obtain Plans and Specifications at no cost. Lamon will provide assistance with obtaining necessary equipment, supplies, materials, bonding, lines of credit, insurance or any other assistance if necessary. Lamon intends to establish delivery schedules that encourage DBE participation.

We shall appreciate your response.

If, after viewing the Specs, you are interested and qualified for this project, please email a Letter of Interest, Brief Qualifications and/or any questions **ASAP!** to: zilich@lamonconstruction.com
 We look forward to hearing from you.
 Sincerely,

LAMON CONSTRUCTION CO, INC.

AGAIN, TO DECLINE THIS BID OPPORTUNITY, PLEASE CLICK HERE [unsubscribe](#) AND CLICK SEND IN YOUR EMAIL PROGRAM.

Douglas Eldridge

From: From: Campaign Admin <unsubscribe@eldridgebidreporter.com>
Sent: Friday, February 16, 2024 4:16 AM
To: doug@EldridgeBidReporter.com; <doug@EldridgeBidReporter.com>
Subject: Campaign Project Log - Lamon_73033CON_Paradise_DBE

Follow Up Flag: Follow up
Flag Status: Flagged

Campaign ID : 2890
Campaign name : Lamon_73033CON_Paradise_DBE Campaign Date : 2/16/2024 3:00:07 AM

Sending Email

List Name : Lamon_73033CON_Paradise_DBE
Attempted sending : 255
Bad email addresses : 0
Empty Email Addresses : 0
Duplicate/skipped : 0
Successfully sent : 255
Time completed : 2/16/2024 4:15:45 AM
Successful address file created:

C:\ProgramData\EmailMarketingDirector\logs\CampaignID2890-Success-20240216030007.TXT

PROJECT Town of Paradise On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859) Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM Calls Made By: Ric Ivanisevich	DBE FOLLOW-UP PHONE COMMUNICATION LOG
--	--

BIDDER Lamon Construction Co, Inc.
--

REQUEST SUB-BID QUOTES FOR THE FOLLOWING:
Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers

COMPANY NAME ADDRESS DBE Contact Person in Letters	Contact Person	TELEPHONE FAX NUMBER	DATE INCOMING OR OUTGOING CALL	RESULT OF CONVERSATION
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ALLEN GILL CONSTRUCTION, INC. 22099 PALO WAY PALO CEDRO CA 96073 Contacted: Allen Gill	Allen Gill	P: 530-547-1112 F: 1530-547-1118	DATE/TIME: 2/14/2024 10:47 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
BC SCHMIDT CONSTRUCTION, INC. 411 Main St Colusa CA 95932 Contacted: Carrie A. Schmidt	Carrie A. Schmidt	P: 530-473-5423 F: 1530-473-2749	DATE/TIME: 2/14/2024 10:49 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
Burke Construction 4421 Tennessee Drive Shingle Springs CA 95682 Contacted: Michael J. Burke	Michael J. Burke	P: 530-676-1009 F: 1530-672-2411	DATE/TIME: 2/14/2024 10:52 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
CLEAR PATH LAND EVOLVEMENT, INC 500 AUBURN FOLSOM RD SUITE 100 AUBURN CA 95603 Contacted: Christine Johnson	Christine Johnson	P: 530-887-1410 F: 1530-653-2126	DATE/TIME: 2/14/2024 10:55 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
E. JASPER WRKG. (DEMO) & TRKG 9328 S. VERMONT AVE. LOS ANGELES CA 90044 Contacted: LYNN JASPER	LYNN JASPER	P: 323-754-9877 F: 1323-754-8558	DATE/TIME: 2/14/2024 10:56 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.

ERNEST B. DEE 7051 BOWLING DRIVE # 104 SACRAMENTO CA 95823 Contacted: ERNEST B. DEE	ERNEST B. DEE	P: 916-271-0410 F: 1916-512-3303	DATE/TIME: 2/14/2024 10:59 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
INDIAN HEAD ENTERPRISES 2926 CRAIG AVENUE OROVILLE CA 95966 Contacted: VIRGIL DWAYNE LONG	VIRGIL DWAYNE LONG	P: 530-403-5794 F: 1530-532-1573	DATE/TIME: 2/14/2024 11:00 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
Kapel Construction Inc. 691 PONY EXPRESS WAY, LOT 31 BURNT RANCH CA 95527 Contacted: Lance Robbins	Lance Robbins	P: 530-629-3300 F: 1530-629-3300	DATE/TIME: 2/14/2024 11:01 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
L & L BRIDGES 6748 RUTGERS DRIVE SEBASTOPOL CA 95472 Contacted: LEVI GURULE	LEVI GURULE	P: 707-478-6205 F: 1509-559-7300	DATE/TIME: 2/14/2024 11:03 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
LARRANAGA TRUCKING, INC. 2206 N. EAST STREET ALTURAS CA 96101 Contacted: FERNAND LARRANAGA	FERNAND LARRANAGA	P: 530-233-3785 F: 1530-233-3785	DATE/TIME: 2/14/2024 11:05 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
MARTIN GENERAL ENGINEERING INC 12485 QUICKSILVER DRIVE RANCHO CORDOVA CA 95742 Contacted: TRANQUILINO MARTIN	TRANQUILINO MARTIN	P: 916-355-8101 F: 1916-355-8108	DATE/TIME: 2/14/2024 11:07 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
MOTHERLODE CONCRETE CONSTRUCTION 90 GOLD DUST TRAIL SUTTER CREEK CA 95685 Contacted: GLENN FOSTER, JR.	GLENN FOSTER, JR.	P: 209-223-2663 F: 1209-267-1887	DATE/TIME: 2/14/2024 11:11 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
North State General Engineering 13147 COUNTY ROAD 60 ALTURAS CA 96101 Contacted: AMY FOSTER	AMY FOSTER	P: 916-367-2745 F: 1530-233-2415	DATE/TIME: 2/14/2024 11:12 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
NORTHERN INDUSTRIAL ELECTRIC 2435 RADIO LANE REDDING CA 96001 Contacted: DORI CRAMER	DORI CRAMER	P: 530-246-2366 F: 1530-246-2368	DATE/TIME: 2/14/2024 11:15 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.

PNF CONSTRUCTION, INC. 725 6TH STREET MARYSVILLE CA 95901 Contacted: RODNEY ALLEN SPENCER	RODNEY ALLEN SPENCER	P: 909-638-2215 F: 1888-315-7315	DATE/TIME: 2/14/2024 11:21 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
Professional Concrete Sawing Inc. P.O. Box 3348 Merced CA 95344 Contacted: David Scott	David Scott	P: 209-722-2226 F: 1209-722-2227	DATE/TIME: 2/14/2024 11:25 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
ROLL' N ROCK CONSTRUCTION INC 5527 Truck Village Drive MOUNT SHASTA CA 96067 Contacted: Bonnie Heile	Bonnie Heile	P: 530-925-1408 F: 1530-926-0450	DATE/TIME: 2/14/2024 11:27 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
S.T. RHOADES CONSTRUCTION, INC. 8585 Commercial Way REDDING CA 96002 Contacted: Steve T. Rhoades	Steve T. Rhoades	P: 530-223-9322 F: 1530-223-9222	DATE/TIME: 2/14/2024 11:28 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
STONY CREEK GENERAL ENGINEERING 5321 COUNTY RD 206 ORLAND CA 95963 Contacted: Luke Andrews	Luke Andrews	P: 530-526-3191 F: 1530-988-5092	DATE/TIME: 2/14/2024 11:30 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
T AND S DVBE, INC. 18981 Gravel Plant Rd. Redding CA 96002 Contacted: TAREN FORDE	TAREN FORDE	P: 530-250-5875 F: 1530-466-2613	DATE/TIME: 2/14/2024 11:31 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
Tyrrell Resources, Inc 1243 High St Auburn CA 95603 Contacted: Cheryl L. Tyrrell	Cheryl L. Tyrrell	P: 530-243-8733 F: 1530-241-8975	DATE/TIME: 2/14/2024 11:37 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
Vintage Paving Company, Inc. 119 Main Street Winters CA 95694 Contacted: Edward Carbahal	Edward Carbahal	P: 530-795-0132 F: 1530-795-5734	DATE/TIME: 2/14/2024 11:41 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
WALLACE STRUCTURES 2515 TAWNDALE LN HYDESVILLE CA 95547 Contacted: ERIC WALLACE	ERIC WALLACE	P: 707-834-4992 F: 1707-768-3386	DATE/TIME: 2/14/2024 11:44 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
WHITE BEAR CONSTRUCTION, INC. 941 County Rd 260 ALTURAS CA 96101 Contacted: AMANDA HOY	AMANDA HOY	P: 530-233-4875 F: 1530-233-4875	DATE/TIME: 2/14/2024 11:49 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.

WHITE CAP READY MIX, INC. 73880 HIGHWAY 70 PORTOLA CA 96122 Contacted: DIXIE LEE HIGGINS	DIXIE LEE HIGGINS	P: 530-832-4225 F: 1530-832-5847	DATE/TIME: 2/14/2024 11:50 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
WILLIE DIXON TRUCKING 1264 W. 132ND STREET GARDENA CA 90248 Contacted: WILLIE DIXON	WILLIE DIXON	P: 310-532-6897 F: 1310-532-6260	DATE/TIME: 2/14/2024 11:52 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
CROSSFIRE TREE & VEGETATION SERVICES, INC. 3254 INDIAN SPRINGS RD PARADISE CA 95969-6172 Contacted: WENDY GOMES	WENDY GOMES	P: 530-877-9002 F: 1530-877-1874	DATE/TIME: 2/14/2024 11:54 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
CROWN METALS LLC 4801 FEATHER RIVER BLVD STE 18 OROVILLE CA 95965-9690 Contacted: DYLAN MCFANN	DYLAN MCFANN	P: 530-533-7718 F: 1530-533-7369	DATE/TIME: 2/14/2024 1:21 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
FRANKLIN CONSTRUCTION, INC. 217 FLUME ST STE 200 CHICO CA 95928-5470 Contacted: CLARK GARDNER	CLARK GARDNER	P: 530-343-9600 F: 1530-343-4245	DATE/TIME: 2/14/2024 1:23 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
J. W. BAMFORD, INC. 2015 CHALLENGER AVE STE B OROVILLE CA 95965-4175 Contacted: NATHAN BAMFORD	NATHAN BAMFORD	P: 530-353-6333 F: 1530-533-3719	DATE/TIME: 2/14/2024 1:27 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
MORGAN, JAMES L 6 APICA AVE OROVILLE CA 95966-9426 Contacted: JAMES MORGAN	JAMES MORGAN	P: 530-321-5899 F: 1530-589-5852	DATE/TIME: 2/14/2024 1:28 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.
MCHATTON ELECTRIC 9 ARBOR DR CHICO CA 95926-3003 Contacted: RUSSELL MCHATTON	RUSSELL MCHATTON	P: 530-321-3094 F: 1530-893-9555	DATE/TIME: 2/14/2024 1:31 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.
SANTOS EXCAVATING INC 460 RYAN AVE CHICO CA 95973-8846 Contacted: GEORGE SANTOS	GEORGE SANTOS	P: 530-894-2274 F: 1530-894-7767	DATE/TIME: 2/14/2024 1:33 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Left a detailed voice-mail message with Lamon Construction contact information.

THOMAS CARPENTER 1321 W 7TH ST CHICO CA 95928-4979 Contacted: HOLLY TAYLOR	HOLLY TAYLOR	P: 530-592-3667 F: 1530-592-3849	DATE/TIME: 2/14/2024 1:35 <input type="checkbox"/> Incoming <input checked="" type="checkbox"/> Outgoing	Not interested.

Exhibit 4 (Sample Letters to Assist Org, Fax Transmittal Log, Responses & Searches)

PLEASE POST

Lamon Construction Co, Inc.

871 Von Geldern Way

Yuba City, CA 95991

Fax

To: **Sacramento Asian Pacific Chamber**

Diversity Manager

2012 H St Ste 202

Sacramento, CA 95814

From: John Zilich II

Ph: 19164467883 Fax: 19164467098

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/2/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

Please POST

Please Recycle

In order to satisfy the Town of Paradise DBE vendor requirements, our company is inviting your participation in our bidding process. Your business has come to our attention as being a Disadvantaged (DBE) Business Enterprise.

We are currently bidding on various bids including: **Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM. Location of Work: Paradise, Butte County, CA.**

We are currently looking for DBE owned businesses, including subcontractors & suppliers, who can provide the following to help us complete the bid requirement.

We are interested in subcontractors and/or suppliers for: **Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers or any service or product you can provide to complete the bid requirements.** *Payment & Performance Bonds may be required. Subcontractors are encouraged to contact Lamon estimating for information on how to obtain Plans and Specifications at no cost. Lamon will provide assistance with obtaining necessary equipment, supplies, materials, bonding, lines of credit, insurance or any other assistance if necessary. Lamon intends to establish delivery schedules that encourage DBE participation.*

If you are interested and would like more information, please contact John Zilich II zilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

PLEASE POST

Lamon Construction Co, Inc.
871 Von Geldem Way
Yuba City, CA 95991

Fax

To: **Sacramento Black Chamber**

Diversity Manager

2655 Del Monte St

W Sacramento, CA 95691

From: John Zilich II

Ph: 19162310416 Fax: 19167060477

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/2/24

Re: DBE Bid Opportunity

Note: **Please Respond by ASAP**

Urgent

For Review

Please Comment

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In order to satisfy the Town of Paradise DBE vendor requirements, our company is inviting your participation in our bidding process. Your business has come to our attention as being a Disadvantaged (DBE) Business Enterprise.

We are currently bidding on various bids including: **Town of Paradise, On-System Roadway Rehabilitation 2024 (Estimate \$6,638,859), Contract #7303.3 CON, Federal Aid Proj # ER38Y0 (012) / HSIPL-5425 (041), Due 2/15/24 @ 2 PM. Location of Work: Paradise, Butte County, CA.**

We are currently looking for DBE owned businesses, including subcontractors & suppliers, who can provide the following to help us complete the bid requirement.

We are interested in subcontractors and/or suppliers for: **Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Mgmt., Prepare and Implement Storm Water Pollution Prevention Plan, Street Sweeping, Clearing & Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Full-Depth Reclamation-Cement, Asphaltic Emulsion, Pulverized Roadbed, Hot Mix Asphalt (Type A), Place HMA Dike, Cold Plane Asphalt Concrete Pavement, Remove AC Dike, Adjust Inlet, Minor Concrete, Remove Concrete, Detectable Warning Surface, Adjust Utilities to Grade, Remove/Replace Monument, Remove/Relocate Roadside Sign, Roadside Sign (One Post), Thermoplastic Pavement Marking, Thermoplastic Traffic Stripe, Pavement Markers or any service or product you can provide to complete the bid requirements.** *Payment & Performance Bonds may be required. Subcontractors are encouraged to contact Lamon estimating for information on how to obtain Plans and Specifications at no cost. Lamon will provide assistance with obtaining necessary equipment, supplies, materials, bonding, lines of credit, insurance or any other assistance if necessary. Lamon intends to establish delivery schedules that encourage DBE participation.*

If you are interested and would like more information, please contact John Zilich II jjilich@lamonconstruction.com / 530.671.1370.

Sincerely,

John Zilich II

PLEASE POST

Lamon Construction Co, Inc.
871 Von Geldern Way
Yuba City, CA 95991

Fax

To: **Sacramento Hispanic Chamber**

Diversity Manager

2848 Arden Way Ste 230

Sacramento, CA 95825

From: John Zilich II

Ph: 19164867700 Fax: 19164867728

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/2/24

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Sincerely,

John Zilich II

PLEASE POST

Lamon Construction Co, Inc.
871 Von Geldern Way
Yuba City, CA 95991

Fax

To: **NAWBO Sacramento Valley**

Diversity Manager

PO Box 189222

Sacramento, CA 95818

From: John Zilich II

Ph: 19165384249 Fax: 19164528884

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/2/24

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.
871 Von Geldem Way
Yuba City, CA 95991

Fax

To: **SBA - Sacramento District Office**

Diversity Manager

650 Capitol Mall Ste 7-500

Sacramento, CA 95814

From: John Zilich II

Ph: 19167351700 Fax: 19167351719

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/2/24

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Sincerely,

John Zilich II

PLEASE POST

Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **US Dept of Commerce - MBDA**

Lamar Heystek

555 Montgomery Street, Ste 1625

San Francisco, CA 94111

From: John Zilich II

Ph: 14157047415 Fax: 14155921600

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/2/24

Re: DBE Bid Opportunity

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Sincerely,

John Zilich II

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Lamon Construction Co, Inc.

871 Von Geldem Way

Yuba City, CA 95991

Fax

To: **Assoc General Contractors (AGC)**

Serena Sueyoshi

3095 Beacon Blvd

W Sacramento, CA 95691

Ph: 19163712422 Fax: 19163712352

From: John Zilich II

Phone: 530.671.1370

Pages: 1

Fax: 530.671.7482

Date: 2/2/24

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John Zilich II

FAX Log Lamon 73033CON Paradise ReqAssist DBE

Fax	Serena Sueyoshi	19163712352	Assoc General Contractors (AGC)		2/2/2024 18:15	Failed (Try 2)	0 pages		0:00:00
Fax	Lamar Heystek	14155921600	US Dept of Commerce - MBDA		2/2/2024 18:14	Busy (Try 2)	0 pages		0:00:00
Fax	Diversity Manager	19167351719	SBA - Sacramento District Office		2/2/2024 18:13	Busy (Try 2)	0 pages		0:00:00
Fax	Diversity Manager	19164867728	Sacramento Hispanic Chamber		2/2/2024 18:12	Busy (Try 2)	0 pages		0:00:00
Fax	Diversity Manager	19167060477	Sacramento Black Chamber		2/2/2024 18:11	Busy (Try 2)	0 pages		0:00:00
Fax	Diversity Manager	19164467098	Sacramento Asian Pacific Chamber		2/2/2024 18:11	Busy (Try 2)	0 pages		0:00:00
Fax	Serena Sueyoshi	19163712352	Assoc General Contractors (AGC)		2/2/2024 18:04	Failed (Try 1)	0 pages		0:00:00
Fax	Lamar Heystek	14155921600	US Dept of Commerce - MBDA		2/2/2024 18:03	Busy (Try 1)	0 pages		0:00:00
Fax	Diversity Manager	19167351719	SBA - Sacramento District Office		2/2/2024 18:02	Busy (Try 1)	0 pages		0:00:00
Fax	Diversity Manager	19164528884	NAWBO Sacramento Valley	1 916 452 8884	2/2/2024 18:02	Sent (Try 1)	1 page	14400 bps	0:00:33
Fax	Diversity Manager	19164867728	Sacramento Hispanic Chamber		2/2/2024 18:01	Busy (Try 1)	0 pages		0:00:00
Fax	Diversity Manager	19167060477	Sacramento Black Chamber		2/2/2024 18:00	Busy (Try 1)	0 pages		0:00:00
Fax	Diversity Manager	19164467098	Sacramento Asian Pacific Chamber		2/2/2024 18:00	Busy (Try 1)	0 pages		0:00:00

CALTRANS CUCP SEARCH RESULTS & SOLICITATION LIST

Company	Contact	Address	City	State	Zip	Phone	Fax	Email
*****//LEAD COMPLIANCE PLAN/SWPPP/IOB SITE MGMT./SURVEY//*****								
A & M CONSULTING ENGINEERS	Javier Andrade	220 North Locust	visalia	CA	93291	559-429-4747	844-853-5517	javier@am-engr.com
AAROVARK BIOLOGICAL SERVICES LLC	Karina Lazo-Ordonez	1382 Oceanair Dr	San Luis Obispo	CA	93405	650-224-9375		kzardonez@gmail.com
AHTNA DESIGN-BUILD, INC.	CRAIG OROURKE	3200 EL CAMINO REAL, SUITE 240	IRVINE	CA	92602	714-824-3471	714-824-3474	corourke@ahna.net
APADANA ENGINEERING, INC.	SOPIDA SIADAT	5 THOMAS MELLON CIRCLE, SUITE 154	SAN FRANCISCO	CA	94134	415-300-6600	415-859-5955	sopida@apadana.us
Area West Environmental, Inc.	Rebecca Rozumowicz-Kodsun	6248 Main Avenue, Suite C, Suite C	ORANGEVALE	CA	95662	916-987-3362	916-987-3362	becky@arawest.net
AURORA INDUSTRIAL HYGIENE	KAREN SHOCKLEY	9666 BUSINESSPARK AVENUE, SUITE 102, SUITE 102	SAN DIEGO	CA	92131	619-276-5901	619-276-5904	shockley@auroraih.com
AZAD ENGINEERING PC	Mahsa Azad	649 Mission Street, 5th Floor	San Francisco	CA	94105	415-696-3802	415-974-6745	mahsa@azadeng.com
Bajada Geosciences, Inc.	Janet Bianchin	28301 Inwood Road	Shingletown	CA	96088	530-539-5063		jan.bianchin@gmail.com
Bayside Engineering Construction Inc.	Luis Rivero	2934 State St, Suite 201	San Diego	CA	92101	760-272-7208	619-557-8341	lorge.rivero@baysideec.com
Central Valley Engineering & Surveying, Inc.	NICK SAHOTA	2511 Logan St	Selma	CA	93662	559-891-8811	559-891-8815	nsahota@cevas.com
Dabri, Inc.	Ravinder Singh	850 South Van Ness Avenue	San Francisco	CA	94110	415-839-8142	925-313-9237	dkaur@dabri.com
EAGLE ROCK INDUSTRIES	Mark Serrano	2872 VIGNACIO VALLEY ROAD	WALNUT CREEK	CA	94598	925-524-3004	925-524-3004	estimating@eaglerock.us
FMF Pandion	Tommy Welk	2235 Encinitas Blvd STE 107	Encinitas	CA	92024	760-212-9120		admin@mpandion.com
Franc Engineering Inc	Carlos Franco	8657 Waterwell Way	Tracy	CA	95304	209-831-0713		francoengineeringnc@gmail.com
Giron Construction	Bruce A Giron	1485 Baysshore Blvd, #222	San Francisco	CA	94124	510-229-3918	888-391-0139	bagiron@gironcms.com
DAVID & SONNY DRILLING COMPANY	Andre Stephen Hawks	25A Crescent Dr #185	Pleasant Hill	CA	94523	707-322-3507		andre.hawks@geotechnicalengineering.com
INDIAN HEAD ENTERPRISES	VIRGIL DWAYNE LONG	2926 CRAIG AVENUE	OROVILLE	CA	95966	530-403-5794	530-532-1573	henterprises@outlook.com
Jahn Engineering, Inc.	ALICE AMES JAHN	32 WEST SOUTHWOOD DRIVE	WOODLAND	CA	95695	916-593-2279		alice@jahneengineering.com
JCO Engineering	Jaime Cochran	748 SanRago Ct	Chicago	CA	95973	916-878-6462		info@jcoengineering.com
L & L BRIDGES	LEVI GURULE	6748 RUTGERS DRIVE	SERASTOPOUL	CA	95472	707-478-6205	509-559-7300	levigurule@comcast.net
LA FIRMA INC.	VICENTE C. BRAVO	715 RIDGE ROAD	NIPOMO	CA	93444	805-748-8576	510-350-9088	vcb@lafirmainc.com
Mathews General Engineering & Construction, Inc.	Acie Mathews	16775 FORTY NINER TRL	LATHROP	CA	95380	209-650-3614		mathewsgc@gmail.com
McKim Corporation	Santino Orozco	60 W. 4th street, 210	Gilroy	CA	95020	408-848-8700	408-848-8778	santino@mckimcorp.com
MCO Engineering	David Midea	739 Bryant St	San Francisco	CA	94107	916-953-3231	916-953-3231	m-coengineering@gmx.com
MEROE ENGINEERING	DARIUS JOHNSON	414 Knightsbridge Way, APT 132	American Canyon	CA	94303	415-889-0119		darius.dmj@gmail.com
MGE Engineering, Inc.	Hsiachi Fred Huang	7415 GREENHAVEN DRIVE, SUITE 100	SACRAMENTO	CA	95831	916-421-1000	916-421-1002	huang@mgeeng.com
Montez Group	Oscar Zavaleta	249 Onondaga Avenue, ONE AVENUE OF THE PALMS, #407	SAN FRANCISCO	CA	94112	415-350-7044	415-350-7044	ozavaleta@montezgroup.com
Mulholland Consulting, Inc.	Brian Neckula	7177 Brockton Ave, Suite 110	Riverside	CA	92506	949-229-2449		brian.neckula@consultmulholland.com
Northgate Environmental Management, Inc	Anta Givens	428 13th Street, 4th floor	Oakland	CA	94612	510-839-0688	510-839-4350	daragh.donnelly@ngem.com
NuStandard Engineering / NuStandard Consulting	Rosa Loloee	845 15th Street, Suite 103 Office 421	San Diego	CA	92101	949-257-9899		rloloee@nustandard.com
CRITO AND ASSOCIATES	REFINADO CRITO	509 W. Vartikan	Fresno	CA	93704	559-240-4539		crito@ontariosociates.com
RFE ENGINEERING, INC.	Robert Eynck	2260 DOUGLAS BLVD., SUITE 160	ROSEVILLE	CA	95661	916-772-7800	916-772-7804	reynck@rfeengineering.com
RSE Corporation	Phil Leong	1075 OLD COUNTY ROAD, SUITE D	BELMONT	CA	94002	650-637-9500	650-637-9501	pleong@rscorp.com
SAILROCK CONSTRUCTORS INC.	Courtney Statham	113 BRIGHT POPPY	IRVINE	CA	92618	949-378-3440		courtney@sailrockinc.com
STORMWATER SPECIALISTS INC	MARY A LARSEN	8698 ELK GROVE BLVD, SUITE 224	ELK GROVE	CA	95624	916-230-0370	916-405-4180	mary@stormwaterspecialists.com
T3 Group, Inc.	Danielle Tipping	9655 Granite Ridge Drive, Suite 200	San Diego	CA	92123	619-306-0373		info@t3group.us
Tully, Inc.	ROBIN TULLY	1650 N. Lincoln St., Suite A	Dixon	CA	95620	707-693-1926	707-471-0318	robin@tullygroup.com
UGE & ECS, INC.	NANCY ESPIE-UNDERWOOD	550 N. FIGUEROA ST., UNIT 6036	LCS ANGELES	CA	90012	213-625-1016	310-862-6879	nancy@ugeecs.com
V & G BUILDERS	JERONIMO ANTONIO VALDEZ	4350 N Palm Ave	FRESNO	CA	93704	559-805-9015		valdez@vg-builders.com
V A P Construction, Inc.	ARVIND PRASAD	15705 BIRCHWOOD ST	LA MIRADA	CA	90638	714-253-3270	714-551-9420	arvind@vapcl.com
Venidico Group, Inc	VIDA G. WRIGHT	1305 Meadowvista Way	Roseville	CA	95661	916-855-4170	916-855-4174	vida.wright@venidicogroup.com
WALLACE STRUCTURES	ERIC WALLACE	2515 LAWNDALE LN	HYDESVILLE	CA	95547	707-834-4992	707-768-3386	wallacestr@att.com
YCC Civil Engineering	Yushin Imura	1839 N Temperance Ave	Fresno	CA	93727	510-328-6961		yushin@ycc.io
A & M CONSULTING ENGINEERS	Javier Andrade	220 North Locust	visalia	CA	93291	559-429-4747	844-853-5517	javier@am-engr.com
Alan Nick Engineering	Alan Mak	3433 W. Shaw Ave., Ste. 106	Fresno	CA	93711	559-432-6879	559-432-6897	alan@alanmkengeering.com
CALIFORNIA CONSTRUCTION SURVEYING, INC	April Anderson	25304 AVENUE 18 1/4	MADERA	CA	93638	209-761-6658	559-354-0107	anderson@cssurveying.net
CALIFORNIA LAND SURVEYOR, INC.	NOE SEPULVEDA	1570 BRIDGEVIEW DR	SAN DIEGO	CA	92105	619-255-5614		noe@calandsurveyor.com
Central Valley Engineering & Surveying, Inc.	NICK SAHOTA	2511 Logan St	Selma	CA	93662	559-891-8811	559-891-8815	nsahota@cevas.com
Chaudhary & Associates, Inc.	ARVIN K. CHAUDHARY	211 GATEWAY ROAD WEST, SUITE 204	NAPA	CA	94558	707-255-2729	707-255-5021	arvin@chaudhary.com
CLEAR PATH LAND INVOLVEMENT, INC	Christine Johnson	500 AUBURN FOLSOM RD SUITE 100	AUBURN	CA	95603	530-887-1410	530-853-2126	christine@clear-path.net
ESP Surveying, Inc.	Joanne Butler	2598 N. Miami Ave	FRESNO	CA	93727	559-442-0883	559-442-0884	info@espis.com
FIGUEROA SURVEYING, INC	JOSEPH FIGUEROA	1265 N La Cadena Drive, Ste 9A	COLTON	CA	92324	909-764-8037		jesph@fgsuv.com
Geocadd Aerial Surveys	Sandra Williamson	4049 First St, Suite 123	Livermore	CA	94551	925-391-3668	925-391-3668	sandra@geocaddsurveys.com
GeoWing Mapping, Inc.	Rebecca A Morton	4132 Lakeside Drive	Richmond	CA	94806	510-639-6262		becky@geowingmapping.com
GP SURVEYING	RICHARD GARCIA, SR	1412 SOUTH HELEN AVENUE	ONTARIO	CA	91762	909-986-8120	909-984-1511	rickg@gpsurveying.com
K R C SAFETY CO. INC.	Gary Castro	7821 W. Sunnyview Ave.	Visalia	CA	93280	559-732-0393	559-732-2684	gary@krcsafety.com
Pacific Crest Surveying, Inc.	Curt Chappell	1222 K Street	Modesto	CA	95354	408-375-5220		curt@pc-surveys.com
RFE ENGINEERING, INC.	Robert Eynck	2260 DOUGLAS BLVD., SUITE 160	ROSEVILLE	CA	95661	916-772-7800	916-772-7804	reynck@rfeengineering.com
RSE Corporation	Phil Leong	1075 OLD COUNTY ROAD, SUITE D	BELMONT	CA	94002	650-637-9500	650-637-9501	pleong@rscorp.com
Telamon Engineering Consultants, Inc	Mennon Chan	855 FOLSOM STREET, # 142	SAN FRANCISCO	CA	94107	415-837-1336	415-837-1354	proposals@telamoninc.com
WAGNER ENGINEERING & SURVEY, INC	Stephanie Wagner	17134 DEVONSHIRE STREET, SUITE 200	NORTHBRIDGE	CA	91325	818-892-6565	818-488-9480	mail@wesinc.org



*****//TRAFFIC CONTROL/ROADSIDE SIGNS/PCMS/STRIPING/

AZ CONSTRUCTION INC.
ALERT-O-LITE, INC
AMERICAN TRAFFIC & SAFETY INC
CALIFORNIA GRINDING SPECIALTIES, INC. DBA AUSTIN ENTERPRISE
Central Valley Striping
Lucas Electrical Inc
CMC Traffic Control Specialists, LLC
DK Traffic Control LLC
DREAMBUILDER CONSTRUCTION CORP
EAGLE ROCK INDUSTRIES
ELECTRONIC & TELECOM SYSTEMS INC
FAST TRACK ENGINEERING
FFKM ENGINEERING CONSTRUCTION, INC.
FORCE TRAFFIC CONTROL INC
Genuine Engineering Inc
Heir & Son Construction, INC
K & K Construction Supply, Inc.
K R C SAFETY CO., INC.
KAYLEN TRAFFIC CONTROL
Hernandez Engineering
M. S. LEE ENTERPRISES
MANERI TRAFFIC CONTROL
MARTIN GENERAL ENGINEERING INC
MC CULLOUGH CONSTRUCTION, INC.
NORTHERN INDUSTRIAL ELECTRIC
Nuno Iron & Mfg., Inc.
PCBN CONSTRUCTION, INC.
Playa Safety
PNF CONSTRUCTION, INC.
PRIMMERE ELECTRIC COMPANY, INC.
QA CONSTRUCTORS
RCI & ASSOCIATES, INC
RELIABLE MONITORING SERVICES, INC.
ROLL'N' ROCK CONSTRUCTION INC
Safeway Sign Company
SCHOTKA CONSTRUCTION INC
SHE MARINE CONSTRUCTION
site safe traffic safety and signs, inc.
SLIPPER SEAL & STRIPE, INC
T AND S DUBE, INC.
Taylor Jane Construction LP
The Construction Zone
Total Traffic Control, Inc.
TOURE ASSOCIATES ENVIRONMENTAL ENGINEERING INC
Traffic Loops Crackfilling, Inc.
Tucker Technology, Inc. (TTI)
V A P Construction, Inc.
VELARDE CONCRETE CONSTRUCTION INC
Weldon Works, Inc.
WEST PACIFIC ELECTRIC COMPANY
Yolanda's Construction Administration & Traffic Control, Inc.

Amy Tsui
Debbie Hunsaker
Antoinette Donnelly
Patti Austin-Conner
Juan Carlos Garcia
Cesar Lucas
Brandon Lovell
Derek Doan
ANURAG SINGH
Mark Serrano
Steven Cabaj
Gilbert Torres
Frew Katsiso
David Treglown
Kristi Ann Stelle
SUKHDEV SINGH HEIR
Tracy Loveland
Gary Castro
Karen Johnston
MARIANO HERNANDEZ
MONSON LEE
Maria Maneri
TRANQUILINO MARTIN
HUGH MACK MCCULLOUGH
DORIS CRAMER
MARCELO NUNO, II
CHRISTI PLUM
Maja Donovan-Northcroft
RODNEY ALLEN SPENCER
Charles Johnson
LUIS QUINTO ALLENDE
RICKY C. JOHNSON, SR
Rick Mendota
Bonnie Heile
Kolby Moore
DIANE SCHOTKA
Rebecca Robison
Ashlee Lodel
Brenda Hampton-Ortiz
TAREN FORDE
Angela Souza
Mindy Serrano
Jeffrey Pile
T'SHAKA TOURE
MAI-LAN NGUYEN
Conchita Tucker
ARVIND PRASAD
MARIA VELARDE
Jennifer Adams
Virginia Villa
Yolanda Jones

727 N. GLENDORA AVENUE
2436 Foundry Park Ave
5051 nippy lane
13421 SNOW ROAD
19A01 RD 256
5402 Cherokee Way
3450 Third St., 3G
1395 Fairfax Ave., Unit A
550 Porter Way
2872 YGNACIO VALLEY ROAD
10225 BARNES CANYON RD, SUITE A110
5835 W. Vine Ave.
28462 CAMINO DEL ARTE DR
24017 Rd. 196
13306 Indian Bow Cir
1180 SANBORN ROAD
Tracy Loveland
7821 W. Sunnyview Ave.
6074 MILLERTON ROAD
1390 Carroll Ave.
1308 COVENTRY
4949 2ND STREET
12485 QUICKSILVER DRIVE
57 ALDERGROVE ROAD
2435 RADIO LANE
315 Bitterwater Rd
5301-F BYRON HOT SPRINGS ROAD
13615 John Glenn Rd, suit D
725 6TH STREET
7200 Jaento Ave., Unit #R202
19960 LAUREL DRIVE
1709 V STREET
2698 JLINIPERO AVE. #105-107
5527 Truck Village Drive
9875 YUCCA ROAD
5555 NAPA VALLEJO HWY
4571 LAKE ISABELLS BLVD, #5
630 eubanks court, suite 200
310 A STREET
18981 Gravel Plant Rd.
151 W Dana, Suite 103
2350 COMMERCE AVENUE SUITE A
1475 Donner
1485 BAYSHORE BLVD SUITE 427- MS158
1915 W BALL RD.
300 Frank H Ogawa Plaza, Suite 235
15705 BIRCHWOOD ST
523 S BRAND BLVD, SUITE 201
1650 Mabury Road
20071 W GLENDALE AVENUE
280 NEWHALL ST

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WALNUT CREEK CA 94598 925-524-3004 925-524-3004 estimating@eaglerock.us
SAN DIEGO CA 92121 858-999-5348 scabaj@etsys.com
Visalia CA 93291 559-731-6608 fstrackinc@gmail.com
VALENCIA CA 91354 626-345-4225 661-554-0114 frew.katsiso@ffkmengineering.com
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Visalia CA 93290 559-732-0993 559-732-2684 garyc@krcaafety.com
FRUIT CA 93626 559-647-3120 kjohnston@toyidjohnston.com
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ARCATA CA 95521 707-825-1014 707-825-1769 chelseymost@mculloughconstruction.com
REDDING CA 96001 530-246-2366 530-246-2368 nie01@sbglobal.net
King City CA 93930 831-386-0513 831-386-9976 bpantaja@muniron.com
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SACRAMENTO CA 95818 916-399-4852 916-399-4853 ricky@rcjandassociates.com
SIGNAL HILL CA 90755 800-760-1822 805-435-1647 mrendaza@rmslifesafety.com
MOUNT SHASTA CA 96067 530-925-1408 530-926-0450 rollnrockon@gmail.com
ADELANTO CA 92301 805-451-6246 760-246-5512 ap@safewaysign.com
AMERICAN CANYON CA 94503 707-396-2736 707-265-6856 dschotka@aol.com
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SAN FRANCISCO CA 94124 415-647-2682 415-647-2683 yjones@ycal-t.com

*****//CLEARING & GRUBBING/ROADWAY EXCAVATION/SHOL

A STAR SWEEPING, LLC
A1 TRUCKING SVS INC
ACE SWEEPERS & WATER TRUCKS INC.
ALFARO GENERAL ENGINEERING
ALLEN GILL CONSTRUCTION, INC.
Bayside Engineering Construction inc.
BC SCHMIDT CONSTRUCTION, INC.
BUSINA VISTA LANDSCAPE, INC
Burke Construction

Guadalupe Cruz
Kamal Singh
Hardevinder Ranadnawa
Michel Alfaro
Allen Gill
Luis Rivero
Carrie A. Schmidt
ANGEL GOMEZ
Michael J. Burke

7100 Latrobe Rd
1941 JACKSON ST., STE B
501 Cesar Chavez, ste 212 B
2240 BONEYE CT., 3351 SUNSET BLVD. SUITE 170-338
22099 PALO WAY
2534 State St., Suite 201
411 Main St
1472 N HARDING ST.
4421 Tennessee Drive

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San Francisco CA 94124 272-213-9171 aceesweepers67@gmail.com
ROCKLIN CA 95765 916-276-9627 775-887-8901 malfaro@alfarogeneral.com
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Colusa CA 95932 530-473-5423 530-473-2749 cs@bcschmidt.com
ORANGE CA 92667 714-771-2563 714-771-2569 b.v.landscape@parbell.net
Shingle Springs CA 95682 530-676-1009 530-672-2411 burkebid@gmail.com

C & S Civil LLC	Travis Coleman	3060 Soda Bay Rd	Lakeport	CA	95453	707-485-9599	travis.candscivil@yahoo.com	
CALIFORNIA GRINDING SPECIALTIES, INC. DBA AUSTIN ENTERPRISE	Patti Austin-Cummer	13421 SNOW ROAD	BAKERSFIELD	CA	93314	661-589-1001	661-589-9509	paustin@austin-enterprise.com
Central Sweeping Corporation	Francisco Ruvalcaba	359 Trevor Ave	Oakdale	CA	95361	209-614-5026	ruvalcaba.alejandra@yahoo.com	
CLEAR CREEK CONSTRUCTION INC.	ADAM HARMEND	10402 DAYSTAR WAY	PALO CEDRO	CA	96073	530-547-4938	dearcreekadam@gmail.com	
COLEMAN ENVIRONMENTAL ENGINEERING INC	TRACY A COLEMAN	85 E. Hwy, 20, PO	Upper Lake	CA	95485	707-275-9016	707-275-9025	tcoleman2009@hotmail.com
Dillard Environmental Services	Patricia Dillard	3120 Camino Diablo	Byron	CA	94514	925-634-6850	925-634-6858	patriciad@dillardenv.com
DISABLED AMERICAN VETERAN ENTERPRISES TRUCKING & SWEEPING SEAN REED	ASHLEY MAHAFFEY TULLIUS	PO BOX 975	TULARE	CA	93275	559-370-5756	559-374-6470	daveitruksweep@gmail.com
DreamBuilder Construction Corp	ANURAG SINGH	1800 SOUTH ALAMEDA STREET	COMPTON	CA	90221	310-668-2030	310-668-2040	ashley@mahaffeydrilling.com
DW General Engineering Corporation	David Wilson	550 Porter Way	PLACENTIA	CA	92870	714-646-3697	714-844-9073	willson@dwgeneralengincorp.com
DYNAGUARD	RUSS MASCARENAS	255 Bowen Ln	Dixon	CA	95620	707-640-0797		willson@dwgeneralengincorp.com
E. JASPER WRKS. (DEMO) & TRKG	null LYNN JASPER	946 N LEMON STREET	ORONVILLE	CA	95966	530-403-5794	530-532-1573	info@dynaguard1.com
EAGLE ROCK INDUSTRIES	Mark Serrano	9328 S. VERMONT AVE	LOS ANGELES	CA	90044	323-754-9877	323-754-8558	
Emmett Valley Construction Inc	JESSE EMMETT	2872 YGNACIO VALLEY ROAD	WALNUT CREEK	CA	94598	925-524-3004	925-524-3004	estimating@eaglerock.us
ERNEST B. DEE	ERNEST B. DEE	9662 W. Kearney Blvd.	Fresno	CA	93706	559-275-4135	559-277-3485	jesse@moven dirt.com
FAST TRACK ENGINEERING	Gilbert Torres	7051 BOWLING DRIVE # 104	SACRAMENTO	CA	95823	916-271-0410	916-512-3303	ernestdee@gmail.com
FFKM ENGINEERING CONSTRUCTION, INC.	Frew Kotisso	5835 W. Vine Ave.	Visalia	CA	93291	559-731-6608		fstrackec@gmail.com
Gallion Sweeping Co. Inc.	Denise Gallion	28462 CAMINO DEL ARTE DR	VALENCIA	CA	91354	626-245-4225	661-554-0114	frew.kotisso@ffkengineering.com
Ground Force Enterprises	Philip Teixeira	2842 Sherwin Ave, Ste D	Ventura	CA	93003	805-620-8282		gallionsweepingco@gmail.com
GEMS Environmental Management Services, Inc.	Richard Camacho	6021 Grassland Dr	Castro Valley	CA	94552	510-512-6055		office@groundforceenterprises.com
Heir & Son Construction, INC	SUKHDEV SINGH HEIR	1120 WILL OW PASS COURT	CONCORD	CA	94520	925-671-6822	925-671-7120	rcamacho@gemsenvironmental.com
INDIAN HEAD ENTERPRISES	VIRGIL DWAYNE LONG	1180 SANBORN ROAD	YUBA CITY	CA	95999	530-435-4777	516-463-9044	heirandson@comcast.net
INTERWEST PACIFIC, LTD.	Jack Nickolassen	2926 CRAIG AVENUE	ORONVILLE	CA	95966	530-403-5794	530-532-1573	bjenterprises@oullipac.com
J. CARDENAS INC	Javier Cardenas	990 HIGHWAY DR. STE. 212	SOLANA BEACH	CA	92075	858-259-2062	858-345-2727	jack@interwestpacific.com
JAMES FLETCHER CONSTRUCTION INC	JAMES FLETCHER	14455 PARK AVE, SUITE C	VICTORVILLE	CA	92392	760-243-6384	760-955-8560	cardenasj@gmail.com
Kapel Construction Inc.	Lance Robbins	605 DATE AVENUE	CHULA VISTA	CA	91910	619-405-9316	619-420-9123	rlfletcherconstruction106@gmail.com
LARRANAGA TRUCKING, INC.	FERNANDO LARRANAGA	691 PONY EXPRESS WAY, LOT 31	BURNT RANCH	CA	95527	530-629-3300	530-629-3300	robbins@kapelconstruction.com
MARTIN GENERAL ENGINEERING INC	FRANQUILINO MARTIN	2206 N. EAST STREET	ALTURAS	CA	96101	530-233-3785	530-233-3785	hvtorona14@gmail.com
MARTINI DRILLING CORP.	Darin Martini	12485 QUIKSILVER DRIVE	RANCHO CORDOVA	CA	95742	916-355-8101	916-355-8108	dmonson@martingeneral.net
MASS X INC.	JENNIFER FOSTER	15571 CHEMICAL LANE	HUNTINGTON BEACH	CA	92649	714-715-2715	714-373-8322	martindrilling@yahoo.com
Mathews General Engineering & Construction, Inc.	Acie Mathews	2524 N. FORDHAM AVENUE	FRESNO	CA	93727	559-294-1075	559-294-1463	massx6@hotmail.com
MC CULLOUGH CONSTRUCTION, INC.	HUGH MACK MCCULLOUGH	15775 FORTY NINER TRL	LATHROP	CA	95330	209-650-3614		mathewsgc@gmail.com
MOTHERLODE CONCRETE CONSTRUCTION	GLENN FOSTER, JR.	57 ALDERGROVE ROAD	ARCAT	CA	95521	707-825-1014	707-825-1769	chekeynos@mcculloughconstructioninc.com
MRS CALIFORNIA ENTERPRISES, INC.	MUSU C. BENNETT	90 GOLD DUST TRAIL	SUTTER CREEK	CA	95985	209-223-2663	209-267-1887	matherlodecconcrete@aol.net
NEWLAND ENTITIES, INC	ROBERT CERVANTES	370 N. Vine Oaks Ave, #8	Sunnvale	CA	94085	408-401-7002		mrbcalifornia@yahoo.com
OLIVER ENGINEERING CONSTRUCTION	AARON OLIVER	500 OLIVE STREET	MARYSVILLE	CA	95901	530-755-1178		rcervantes@newlandentities.com
PNF CONSTRUCTION, INC.	RODNEY ALLEN SPENCER	3961 PERCH ORCLE	WILLITS	CA	95490	707-671-6442		oliverconst.eng@gmail.com
Professional Concrete Sawing Inc.	David Scott	725 6TH STREET	MARYSVILLE	CA	95901	909-638-2215	888-315-7315	rbconstructioninc@gmail.com
QA CONSTRUCTORS	LUIS QUINTO ALLENDE	P.O. Box 3348	Merced	CA	95344	209-722-2226	209-722-2227	davidscott@qvni.com
QUIMU CONTRACTING, INC.	MIGUEL QUIROZ	19060 LAUREL DRIVE	LOS GATOS	CA	95033	408-710-5508	510-751-5341	quinto@qaccorp.com
RCI & ASSOCIATES, INC	RICKY C. JOHNSON, SR	5830 Dixon Ave West	DIXON	CA	95620	707-693-0289	707-678-8384	quimu@sbcglobal.net
ROBINSON SWEEPING INC	Jennifer Pacheco	1709 V STREET	SACRAMENTO	CA	95818	916-399-4852	916-399-4853	rickyc@rcjandassociates.com
ROLL 'N' ROCK CONSTRUCTION INC	Bonnie Heile	P.O. BOX 1223	STEVENSON	CA	95374	209-489-4007	209-734-6262	robinsonssweeping@yahoo.com
SAILROCK CONSTRUCTORS INC.	Courtney Statham	5527 Truck Village Drive	MOUNT SHASTA	CA	96067	530-925-1408	530-926-0450	rollrockcon@gmail.com
SCHOTKA CONSTRUCTION INC	DIANE SCHOTKA	133 BRIGHT POPPY	IRVINE	CA	92618	949-378-3440		courtney@sailrockinc.com
SCIENCE OF CLEANING INC	MARIA ISABEL GARCIA	5555 MAPA VALLEJO HWY	AMERICAN CANYON	CA	94503	707-296-2736	707-255-6856	cschotka@aol.com
SDAC Lining Group LLC	SAMUEL ADAMS	9431 Bond Rd	ELK GROVE	CA	95624	916-870-5295	916-379-9771	sciencetofcleaning@yahoo.com
SIERRA RANGE CONSTRUCTION	RICHARD JONES	1485 Bayshore BLVD suit 381	San Francisco	CA	94124	415-963-1153	410-426-4410	samuel@sladamscorp.com
STONY CREEK GENERAL ENGINEERING	Luke Andrewt	711 N. COURT STREET, Suite C	VISALIA	CA	93291	559-635-0504	559-635-0499	richie@sierrange.com
T AND S DVEB, INC.	TAREN FORDE	5321 COUNTY RD 206	ORLAND	CA	95963	530-526-3191	530-988-5092	luke@scegin.com
Taylor Jane Construction LP	Angela Souza	18981 Gravel Plant Rd.	Redding	CA	96002	530-250-5875	530-466-2613	taren@tandsdveb.com
Tyrrrell Resources, Inc	Cheryl L. Tyrrrell	151 W Dana, Suite 101	Nipomo	CA	93444	805-723-5129		angie@taylorjaneconstruction.com
UGE & ECS, INC.	CLAUDIA SOLOMON	1243 High St	Auburn	CA	95603	530-243-8733	530-241-8975	tyrrellresources@sbcglobal.net
ULTIMATE MAINTENANCE SERVICES, INC.	ARWIND PHRASAD	550 N. FIGUEROA ST., UNIT 6036	LOS ANGELES	CA	90012	213-625-1016	310-862-6879	nancy@ugeecs.com
V A P Construction, Inc.	MARIA VELARDE	4237 W REDMOND BEACH BLVD	LAWDALE	CA	90260	310-542-1474	310-542-0073	claudia@umscorporation.com
VELARDE CONCRETE CONSTRUCTION INC	ERIC WALLACE	15705 BIRCHWOOD ST	LA MIRADA	CA	90638	714-253-3270	714-551-9420	arwind@vapci.com
WALLACE STRUCTURES	KIMBERLY FLETES	523 S BRAND BLVD, SUITE 201	SAN FERNANDO	CA	91340	818-898-2300	818-898-2330	estimating@velardeconcreteinc.com
WATER TRUCKS UNLIMITED	WILLIE DIXON	2515 TAWNDALE LN	HYDESVILLE	CA	95547	707-834-4992	707-768-3386	wallace@wall.com
WILLIE DIXON TRUCKING		830 WILDWOOD WAY	WOODLAND	CA	95695	530-787-1933		watertruckunltd@yahoo.com
		1264 W. 132ND STREET	GARDENA	CA	90248	310-532-6897	310-532-6260	

*****//PAVING/COLD PLANE AC PAVEMENT/REMOVE & REPLA

*****//ADJUST UTILITIES TO GRADE/ADJUST INLET/MINOR COI

ABS. CONSTRUCTION	Luis M. Allende	29393 PACIFIC ST	HAYWARD	CA	94544	510-727-0900	510-727-0900	dary@absconstruction.com
Accurate Construction	Deacon Markey	867 Carolina Street	Imperial Beach	CA	91932	619-303-1829	619-822-7540	accurateasphalt@gmail.com
DEPENDABLE PETROLEUM PRODUCTS INC	Christopher N. McCarty	25 Berlamo	Rancho Santa Margarita	CA	92688	949-500-7779	707-451-9665	cthrs@dpp-inc.com

DVBE Enterprise Inc	Miguel Miranda	882 W Cienega Ave	Glendora	CA	91740	625-644-6721	miguel@dvbeenterprise.com
Force Crushing, LLC	Tabitha Lubanko	37621 OXFORD DR	MURRIETA	CA	92562	951-541-6774	tabitha@forcecrushing.com
Giosand Environmental Transportation Inc.	Giovanni Carballo	535 Heritage Place, 535 Heritage Place	Palmdale	CA	93550	661-212-7238	giosand@att.net
Golden State Municipal Construction, LLC	Artemio Arguello	8500 Hilton Way	Fair Oaks	CA	95628	916-284-5755	arguello@gsmc-llc.com
Reliable Trucking	Larry Burnett	11963 Truro Ave unit A	Hawthorne	CA	90250	323-632-4857	larryb.reliabletrucking@gmail.com
INDIAN HEAD ENTERPRISES	VIRGIL DWAYNE LONG	2926 CRAIG AVENUE	OROVILLE	CA	95966	530-403-5794 530-532-1578	ihenterprises@outlook.com
K & K Construction Supply, Inc.	Tracy Loveland	11400 White Rock Rd	Rancho Cordova	CA	95742	916-851-0965	tracy@kkconstructionsupply.com
McKim Corporation	Santino Orozco	60 W. 4th street, 210	Gilroy	CA	95020	408-848-8700 408-848-8778	santino@mckimcorp.com
Pavement Management Solutions	Tom Silva	25956 Marco Polo St.	MURRIETA	CA	92563	951-600-1110 951-600-1112	quotes@pavementsolutionsinc.com
QA CONSTRUCTORS	LUIS QUINTO ALLENDE	19060 LAUREL DRIVE	LOS GATOS	CA	95033	408-210-5508 510-751-5341	quinto@qacorp.com
ROMERO GENERAL CONSTRUCTION CORP.	Keith Reilly	2150 AL CENTRE CITY PKWY, SUITE 1	ESCONDIDO	CA	92026	760-489-8412 760-489-1460	kreilly@romerogc.com
S.T. RHOADES CONSTRUCTION, INC.	Steve T. Rhoades	8585 Commercial Way	REDDING	CA	96002	530-223-9322 530-223-9322	steve@strhoadesinc.com
V A P Construction, Inc.	ARVIND PRASAD	15705 BIRCHWOOD ST	LA MIRADA	CA	90638	714-253-3770 714-551-9420	arvind@vpad.com
Vintage Paving Company, Inc.	Edward Carbahal	119 Main Street	Winters	CA	95694	530-795-0132 530-795-5734	edc@vintagepavingco.com
WHITE BEAR CONSTRUCTION, INC.	AMANDA HOY	941 County Rd 260	ALTURAS	CA	96101	530-233-4875 530-233-4875	ahoywhitebear@outlook.com
ABSL CONSTRUCTION	Luis M. Allende	29393 PACIFIC ST	HAYWARD	CA	94544	510-727-0900 510-727-0900	daryl@absconstruction.com
Accurate Construction	Deacon Markey	867 Carolina Street	Imperial Beach	CA	91932	619-303-1829 619-822-2540	accurateasphalt@gmail.com
Aguirre Reinforcing Steel LLC	Omar Aguirre	6 Florida St	Vallejo	CA	94590	707-205-9851	omar1375aguirre@gmail.com
Altamont Newsom's Construction, Inc.	Antonio Newsom	1104 Corporate Way	Sacramento	CA	95831	916-426-8890	tony@anewsonconstruction.com
Altamont Rebar Corp	Braulio Leoz	793 S Tracy Blvd #264	Tracy	CA	95376	925-579-1200	braulio.leoz@altamontrebar.com
AM Construction and Concrete	Arturo Montanez	690 OSPREY STREET	Merced	CA	95340	209-628-2692	sales@am-construction.net
Anco Iron & Construction Inc.	Hector Colina	1320 Egbert Ave.	San Francisco	CA	94124	415-822-3931 415-822-3937	anco6737@sbglobal.net
Anco Iron & Construction Inc.	Hector Colina	128E Underwood Ave.	San Francisco	CA	94124	415-822-3931 415-822-3937	anco6737@sbglobal.net
BC LINE CUTTING & CORING, INC.	Juan Arreguin	501 Cesar Chavez Street, Suite 101 B	San Francisco	CA	94124	415-508-1800 415-508-1811	juan@bcylincutting.com
BQ SCHMIDT CONSTRUCTION, INC.	Carrie A. Schmidt	411 Main St	Colusa	CA	95932	530-473-5423 530-473-2749	ca@bqschmidt.com
BELMONTES CONCRETE SERVICES, INC.	BELMONTES RICARDO	98 W. Jackson Street, Suite #202	Hayward	CA	94544	510-261-8439 510-261-0577	belmontesconcrete@gmail.com
Black IPO, Inc.	Wendell Stemley	6125 Imperial Ave	san diego	CA	92114	619-527-1668 619-527-1698	wendellstemley@aol.com
A's Construction	Andres Aguilar	1862 W McAdden Ave	Santa Ana	CA	92704	714-656-7421	andrewaguilar450@gmail.com
Burke Construction	Michael J. Burke	4421 Tennessee Drive	Shingle Springs	CA	95682	530-676-1009 530-672-2411	burkebil@gmail.com
Dexterity Placing Steel Services	Patrick Sanchez	36231 Siragatway Dr	Beaumont	CA	92223	562-774-5704	dsteelevc@gmail.com
DOD CONSTRUCTION	Charolette Dickerson	3501 Edison Hwy	Bakersfield	CA	93307	661-366-8000 661-366-8001	derrickho@dodconstruction.com
Dor H Mahaffey Drilling Company	ASHLEY MAHAFFEY TULLIUS	3800 SOUTH ALAMEDA STREET	COMPTON	CA	90221	310-668-2030 310-668-2040	ashley@mahaffeydrilling.com
Duran Construction Group	Ramon Duran	222 S. Jackson Ave, Suite 3	SAN JOSE	CA	95113	408-254-4304 408-254-4488	maria.duran@durangc.com
Force Crushing, LLC	Tabitha Lubanko	37621 OXFORD DR	MURRIETA	CA	92562	951-541-6774	tabitha@forcecrushing.com
Freight Kings	Dennis McKenzie	14713 S VISALIA AVE	COMPTON	CA	90220	213-425-7711 213-425-7711	freightkingsllc@gmail.com
Genuine Engineering Inc	Kristi Ann Stelle	13306 Indian Bow Cir	Corona	CA	92888	951-674-5000 951-674-5020	info@genuineinc.net
GHC Pipeline, LLC	Gabriela Arambul	18641 Newman Ave	Riverside	CA	92508	951-284-9204	admin@ghcpipeline.com
Giosand Environmental Transportation Inc.	Giovanni Carballo	535 Heritage Place, 535 Heritage Place	Palmdale	CA	93550	661-212-7238	giosand@att.net
Golden State Municipal Construction, LLC	Artemio Arguello	8500 Hilton Way	Fair Oaks	CA	95628	916-284-5755	arguello@gsmc-llc.com
Hair & Son Construction, INC	SUKHDEV SINGH HEIR	1180 SANBORN ROAD	YUBA CITY	CA	95993	530-415-4777 916-463-9041	heirandson@comcast.net
Reliable Trucking	Larry Burnett	11963 Truro Ave unit A	Hawthorne	CA	90250	323-632-4857	larryb.reliabletrucking@gmail.com
INDIAN HEAD ENTERPRISES	VIRGIL DWAYNE LONG	2926 CRAIG AVENUE	OROVILLE	CA	95966	530-403-5794 530-532-1578	ihenterprises@outlook.com
INTERVEST PACIFIC, LTD.	Jack Nicklasen	990 HIGHWAY DR. STE. 212	SOLARIA BEACH	CA	92075	958-759-2067 958-345-3737	jack@intervestpacific.com
J C METAL SPECIALISTS INC.	JUDY CHAN	2708 INGALLS STREET	SAN FRANCISCO	CA	94124	650-837-1618 415-822-6132	accounting@jcmetals.com
J C METAL SPECIALISTS INC	JUDY CHAN	2708 INGALLS STREET	SAN FRANCISCO	CA	94124	650-837-1618 415-822-6132	accounting@jcmetals.com
JARRETT FOUNDATIONS, INC.	Jule Cuneo	4518 WINTERS ST	MCCLELLAN	CA	95652	916-371-8760 916-371-8765	julle@jarrettfoundations.com
TRANSPORTLOGISTICS	JAIME CORRAL	4443 PINE STREET	PICO RIVERA	CA	90660	562-699-8397 562-699-8397	jamecorraltrucking@gmail.com
K & K Construction Supply, Inc.	Tracy Loveland	11400 White Rock Rd	Rancho Cordova	CA	95742	916-851-0965	tracy@kkconstructionsupply.com
K&K Concrete Inc	HERMAN (KEAVEN) GUILLORY	1079 SUNRISE AVENUE, SUITE B-353	ROSEVILLE	CA	95661	916-774-0287 888-878-2750	keaven@kandgconcrete.com
LANDVAZAO BROS. INC.	Derrick P. Landavazo	79280 PACIFIC STREET	HAYWARD	CA	94544	510-581-7104 510-581-7423	djohnson@landavazoconcrete.com
LARRANAGA TRUCKING, INC.	FERNAND LARRANAGA	2206 N. EAST STREET	ALTURAS	CA	96101	530-233-3785 530-233-3785	lvecitoria14@gmail.com
Hernandez Engineering	MARIANO HERNANDEZ	1390 Carroll Ave	San Francisco	CA	94124	415-824-4731 415-824-4696	mariano@hernandez-engineering.com
MARINE CONSTRUCTION INC	Ernie Moreno	2111 S SANTA FE ST	SANTA ANA	CA	92705	714-935-0995 714-935-0585	emoreno@marineconstruction.com
MC CULLOUGH CONSTRUCTION, INC.	HUGH MACCK MCCULLOUGH	57 ALDERSGROVE ROAD	ARCATA	CA	95521	707-825-1014 707-825-1760	chelseyos@mculloughconstructioninc.com
McKim Corporation	Santino Orozco	60 W. 4th street, 210	Gilroy	CA	95020	408-848-8700 408-848-8778	santino@mckimcorp.com
Meridian Precast Inc.	Kevin Routhani	1550 Westwood Blvd., Suite 204	LOS ANGELES	CA	90024	310-446-3000 310-446-0166	info@meridianprecast.com
North State General Engineering	AMY FOSTER	131-47 COUNTRY ROAD 60	ALTURAS	CA	96101	916-367-2745 530-233-2415	northstateconstruction@hotmail.com
Huno Iron & Mfg., Inc.	MARCEINO NIUNO, II	315 Bitterwater Rd	King City	CA	93930	831-386-0513 831-386-9976	bpantoja@nunon.com
Pavement Management Solutions	Tom Silva	25956 Marco Polo St.	MURRIETA	CA	92563	951-600-1110 951-600-1112	quotes@pavementsolutionsinc.com
QA CONSTRUCTORS	LUIS QUINTO ALLENDE	19060 LAUREL DRIVE	LOS GATOS	CA	95033	408-210-5508 510-751-5341	quinto@qacorp.com
QUIMU CONTRACTING, INC.	MIGUEL QUIROZ	5830 Dixon Ave West	DIXON	CA	95620	707-693-0289 707-678-8384	quimu@sbglobal.net
R Dugan Construction Inc	Wendy Dugan	6157 MARLATT STREET	MIRA LOMA	CA	91752	951-360-7531 951-360-7561	marlina@rduganconst.com
ROMERO GENERAL CONSTRUCTION CORP.	Keith Reilly	2150 N. CENTRE CITY PKWY, SUITE 1	ESCONDIDO	CA	92026	760-489-8412 760-489-1460	kreilly@romerogc.com
RUBESON GENERAL CONTRACTING	Ruban Santana	3450 Third Street, Bldg. 1B	SAN FRANCISCO	CA	94124	415-206-7740 415-206-1750	office@rubeson.com
Rushmore Construction Co.	Guillermo Casillas	3435 Wildfire Blvd, Suite 920	Los Angeles	CA	90010	562-659-4997 323-780-1251	guillermo.casillas@rushmorecc.com
SERVICE CONSTRUCTION OF SOUTHERN CALIFORNIA	BRIAN CORSO	1180 N KRAEMER PL	ANAHEIM	CA	92806	714-920-8771	brian@serviceconstruction.com
S.T. RHOADES CONSTRUCTION, INC.	Steve T. Rhoades	8585 Commercial Way	REDDING	CA	96002	530-223-9322 530-223-9322	steve@strhoadesinc.com

SCHOTKA CONSTRUCTION INC Seamair Construction, Inc. Southwest Hydro Analytics, Inc. TOM'S METAL SPECIALISTS, INC. V A P CONSTRUCTION, Inc. Vintage Paving Company, Inc. dWest Coast Drilling Tailwind Construction Supply WHITE BEAR CONSTRUCTION, INC. Williams Directional Drilling ABS1 CONSTRUCTION Aguirre Reinforcing Steel LLC Al Newsom's Construction, Inc. ALFARO GENERAL ENGINEERING Alta Engineering Group, Inc. Altamont Rebar Corp AM Construction and Concrete APADANA ENGINEERING, INC. Arguello Concrete Construction, Inc. Arrow S Company, Inc. RAY LINE CUTTING & CORING, INC. Eysida Engineering Construction Inc. B'SCHMIDT CONSTRUCTION, INC. BELAKAI CONSTRUCTION BELMONT'S CONCRETE SERVICES, INC. BLACK DIAMOND ASPHALT, INC. Black IPO, Inc. BRINO BUILDERS, INC. BWW & COMPANY, INC Can Trucking Inc. CAI CONCRETE CALIFORNIA GRINDING SPECIALTIES, INC. DBA AUSTIN ENTERPRISE CENTRAL VALLEY REINFORCING Central Valley Striping CLAY MIRANDA TRUCKING, INC. COLEMAN CONSTRUCTION DISABLED AMERICAN VETERAN ENTERPRISES TRUCKING & SWEETPEAN REED Don H Mahaffey Drilling Company DONALD MIRANDA TRUCKING, INC. Double G's Supply, Inc. DREAMBUILDER CONSTRUCTION CORP Duran Construction Group EAGLE ROCK INDUSTRIES ERNEST B. DEE FFKA ENGINEERING CONSTRUCTION, INC. FIRST FUEL INC. FG Concrete Construction FRESNO CONCRETE CONSTRUCTION, INC. Genuine Engineering Inc DAVID & SONNY DRILLING COMPANY GERONIMO CONCRETE, INC. GHC Pipeline, LLC Golden State Municipal Construction, LLC GRAND BRIDGE INC Heir & Son Construction, INC INDIAN HEAD ENTERPRISES JP READY MIX K & K Construction Supply, Inc. K R C SAFETY CO. INC. K&G Concrete Inc KAYLEN TRAFFIC CONTROL LARRANAGA TRUCKING, INC. LD INNOVATIONS, LLC. M J AVILA COMPANY, INC. M. S. LEE ENTERPRISES MAD STEEL INC. MARTIN GENERAL ENGINEERING INC	DIANE SCHOTKA Patrick Greg Phelan Emmanuel Padilla TOM CHANG ARVIND PRASAD Edward Carbahal Elizabeth Lamont Katherine Webster AMANDA HOTY Aaron Williams Luis M. Allende Omar Aguirre Antonio Newsom Michel Alfaro Glenelo Oberrich Braulio Leoz Arturo Montanez SOPIDA SIADAT CHRIS ARGUELLO Lori Skaggs Juan Artzaguin Luis Rivero Carrie A. Schmidt LUGI DILERIA BELMONTES RICARDO Allison Ragan Wendell Stempley FERNANDO ALVAREZ BOBBY WILSON Laura Barcellos GUSTAVO VALDERAMMA Patiel Austin Conner VICTOR ZAMORA Juan Carlos Garcia Michael Miranda Sharon Coleman HISEAN REED ASHLEY MAHAFFEY TULLIUS RENEE MIRANDA Grace Lorraine Guillory ANURAG SINGH Ramon Duran Mark Serrano ERNEST B. DEE Frew Kolliso JANICE T. KAUFMAN FRANCISCO GOMEZ RAY BECERRA Krisli Ann Stelle Andre Stephen Hawks LIDIA LOPEZ Gabriela Arambul Antonio Arguello Jose Gonzalez SUKHDEV SINGH HEIR VIRGIL DWAYNE LONG JARYN PEDROZA Tracy Loveland Gary Castro HERMAN (KEAVEN) GUILLORY Karen Johnston FERNAND LARRANAGA LORÉN JOHNSON Mary Jo Avila MONSON LEE ALBERT DOMINGUEZ TRANQUILINO MARTIN	5555 NAPA VALLEJO HWY 205 SUBURBAN WAY #2 1416 WALLACE AVENUE 15705 BIRCHWOOD ST 119 Main Street 1350 Willow Ave 6100 Enterprise Dr, Suite H 942 County RD 260 948 Hardwick Ave 23933 PACIFIC ST 6 Florida St 1104 Corporate Way 2240 BONNEY CT., 2351 SUNSET BLVD. SUITE 170-338 1 Avenue of the Palms, Suite 134 793 S Tracy Blvd #264 690 OSPREY STREET 5 THOMAS MELLON CIRCLE, SUITE 154 5753 N. MARIPOSA 177 CALIFORNIA AVENUE 501 Cesar Chavez Street, Suite 101 B 234 State St, Suite 201 411 Main St 7528 PONTIO DR 98 W. Jackson Street, Suite #202 138 Main Street 6125 Imperial Ave 1490 KOSTNER DRIVE 301 9TH STREET, SUITE 100 23004 Road 140 117 MUSTY AVENUE 13421 SNOVY ROAD 2401 W BELMONT AVE 19401 RD 256 3220 W. BELMONT 1973 W 48TH STREET PO BOX 975 1800 SOUTH ALAMEDA STREET 1510 S Brawley Ave 1079 SUNRISE AVE STE B-22 550 Porter Way 222 S. Jackson Ave. Gate 3 2872 YERACIO VALLEY ROAD 7051 BRAWLEY DRIVE # 104 28462 CANNINO DEL ARTE DR 14 BOLIVAR STREET 1436 N. Valentine Ave 5450 S VILLA AVE 13306 Indian Bow Cir 25A Crescent Dr #185 4560 N. HUNTINGTON DRIVE 18641 Newman Ave 8500 Hillton Way 2208 W. Beechwood Avenue 1180 SANBORN ROAD 2926 CRAIG AVENUE 27702 CROWN VALLEY PARKWAY D4 #417 11400 White Rock Rd 7821 W. Sunnyview Ave. 1079 SUNRISE AVENUE, SUITE B-353 6074 MILLERTON ROAD 2206 N. EAST STREET 1127 S Vasco Road, Unit C 7258 W. Rialto Ave. 1908 COVENTRY 457 W. ALLEN AVE. #116 12485 QUICKSILVER DRIVE	AMERICAN CANYON SAN LUIS OBISPO Solana Beach SAN FRANCISCO LA MIRADA Winters Hercules Diamond Springs ALTURAS Beaumont HAYWARD Vallejo Sacramento ROCKLIN San Francisco Tracy Merced SAN FRANCISCO FRESNO ARBUCKLE San Francisco San Diego Colusa CARLSBAD Hayward Vacaville san diego SAN DIEGO REDLANDS Tulare, CA 95374 BAKERSFIELD BAKERSFIELD FRESNO Strathmore FRESNO LOS ANGELES TULARE COMPTON Fresno ROSEVILLE PLACENTIA SAN JOSE WALNUT CREEK SACRAMENTO VALENCIA NEWPORT BEACH FRESNO FRESNO Corona Pleasant Hill LOS ANGELES Riverside Fair Oaks Fresno YUBA CITY ORDVILLE LADERA RANCH Rancho Cordova Visalia ROSEVILLE FRIANT ALTURAS Livermore FRESNO CLOVIS SAN DIMAS RANCHO CORDOVA	CA 94503 CA 93401 CA 92075 CA 94124 CA 90638 CA 95694 CA 94547 CA 95619 CA 95201 CA 92223 CA 94544 CA 94590 CA 95881 CA 95765 CA 94130 CA 95376 CA 95340 CA 94134 CA 93710 CA 95923 CA 94124 CA 92101 CA 95932 CA 92011 CA 94544 CA 95588 CA 92114 CA 92154 CA 92374 CA 93274 CA 93207 CA 93214 CA 93728 CA 93267 CA 93722 CA 90062 CA 93275 CA 90221 CA 93706 CA 95661 CA 92870 CA 95113 CA 94598 CA 95823 CA 91354 CA 92663 CA 93722 CA 93725 CA 92883 CA 94523 CA 90032 CA 92508 CA 95528 CA 93711 CA 95993 CA 95966 CA 92694 CA 95742 CA 93290 CA 95661 CA 93626 CA 96101 CA 94550 CA 93723 CA 93611 CA 91773 CA 95742	94503 805-439-4362 619-606-7176 415-533-4010 714-551-9420 530-795-0132 510-245-0556 916-521-6932 530-233-4875 909-413-2402 510-727-0900 707-205-9851 916-426-8890 916-276-9627 415-914-0466 925-579-1200 209-628-2692 415-300-6600 559-779-3068 707-396-0073 415-508-1800 760-272-7308 530-473-5423 808-895-8933 510-261-8439 707-448-9402 619-527-1668 619-864-5568 909-268-8516 559-686-5707 651-398-8143 661-589-1001 559-365-0340 559-361-1984 559-275-5654 323-295-5484 559-370-5756 310-668-2030 559-276-2003 530-902-3058 714-646-3697 408-254-4204 925-524-3004 916-271-0410 626-345-4225 949-865-4228 559-313-7984 559-834-2051 951-674-5000 707-322-3507 323-225-2016 951-284-9204 916-384-5755 559-433-5919 530-415-4777 530-403-5794 949-355-0415 916-851-0965 559-732-0393 916-774-0287 559-647-9220 530-233-3785 925-209-7755 559-276-1258 559-578-5875 909-593-3443 916-355-8101	707-265-6855 805-439-1933 619-606-7176 415-822-7991 714-551-9420 530-795-9734 510-245-0559 510-245-0559 530-233-4875 909-413-2402 510-727-0900 707-205-9851 916-426-8890 775-887-8901 415-374-7642 925-579-1200 209-628-2692 415-859-5935 559-261-9885 lon@arrowca.com 415-508-1811 jorge.rivero@baysideec.com 530-473-2749 808-895-8933 510-261-0577 707-448-9407 619-527-1698 office@brinobuilders.com b.w.w@live.com 559-686-7915 661-358-1382 661-589-9509 559-365-0340 jgarcia73@hotmail.com 559-275-6091 mike@cmtnk.com 323-295-1199 559-374-6470 dave@truckwep@gmail.com ashley@mahaffeydrilling.com renee@donaldmirandatrucking.com ggullory@doublegsupply.com alex.singh@drnambuildercorp.com maria.duran@durangc.com estimating@eaglerock.us ernestee@e@gmail.com frew.kolliso@ffkengineering.com jkaufman@firstfuel.net fgconcrete2014@gmail.com josie@fresnoconcreteconst.com info@genuineinc.net andre.hawks@geostucturalengineering.com geronimo_concrete@sbglobal.net admn@ghcpipeline.com arguello@gms-llc.com smourtsada@andbridgeinc.com herandson@comcast.net henterprises@outlook.com jaryn@kxconstructionsupply.com garryc@krcsafety.com keaven@kandgconcrete.com kjohnston@floydjohnston.com lfcvictoria14@gmail.com ldinnovations1@gmail.com maryjo@mjavila.com monsonlee@yhoo.com madsteel@sol.com dmonson@martingeneral.net
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FOREFRONT DEEP FOUNDATIONS INC	Jackie L Bird	120 Newport Center	NEWPORT BEACH	CA	92660	949-264-1598	949-264-1599	info@forefrontdeefoundations.com
Fountainhead Consulting Corporation	IVAN BENAVIDEZ	5030 RANGE HORSE LANE	ROLLING HILLS ESTATE	CA	90274	909-512-2815		ibenavidez@fountainheadcorp.com
FG Concrete Construction	FRANCISCO GOMEZ	1436 N. Valentine Way	FRESNO	CA	93722	559-313-7884	559-840-1220	fgconcrete2014@gmail.com
Franco Engineering Inc	Carlos Franco	8657 Waterwell Way	Tracy	CA	95304	209-831-0713		francoengineeringinc@gmail.com
FRESNO CONCRETE CONSTRUCTION, INC.	RAY BECERRA	5450 S VILLA AVE	FRESNO	CA	93725	559-834-2031	559-834-2064	rasie@fresnoconcreteconst.com
GCC Associates LLC	Gregory Grabowski	4199 Campus Drive Suite 210, Ste 210	Irvine	CA	92612	949-636-0461		gregory@gcc-llc.com
Giron Construction	Bruce A Giron	1485 Bayshore Blvd, #222	San Francisco	CA	94124	510-229-8918	888-491-0139	bagron@gironcms.com
Genuine Engineering Inc	Kristi Ann Stelle	13306 Indian Bow Cir	Corona	CA	92883	951-674-5000	951-674-5020	info@genuineinc.net
DAVID & SONYA DRILLING COMPANY	Andre Stephen Hawks	25A Crescent Dr #185	Pleasant Hill	CA	94513	707-322-3507		andre.hawks@gstructuralengineering.com
GERONIMO CONCRETE, INC.	IDUA LOPEZ	4560 N. HUNTINGTON DRIVE	LOS ANGELES	CA	90032	323-225-2016	323-222-8312	geronimo_concrete@bcglobal.net
Global Engineering Management Solutions, Inc.	RIZWAN TANVIR	8939 Sepulveda Blvd, Suite 102	Los Angeles	CA	90045	559-307-0998		rizwan.tanvir@gengms.com
GOLD'S ENGINEERING PROFESSIONAL CORPORATION	David Goldgraben	12831 Oakfield Way	Poway	CA	92064	858-230-0355		david.gold@goldseengineering.com
Golden State Municipal Construction, LLC	Artemio Arguello	8500 Hilton Way	Fair Oaks	CA	95628	916-284-5755		arguello@gsmc-llc.com
GRAND BRIDGE INC	Jose Gonzalez	2208 W. Beechwood Avenue	Fresno	CA	93711	559-433-5019		smourada@grandbridgeinc.com
Heir & Son Construction, INC	SUKHDEV SINGH HEIR	1180 SANBORN ROAD	YUBA CITY	CA	95993	530-415-4777	916-463-9041	heirandson@comcast.net
HILLSIDE DRILLING, INC.	Lamont Jay	539 S. 11TH STREET	RICHMOND	CA	94804	510-234-6532	510-234-3131	cheryll@hillsideidrilling.com
HOLITNA CONSTRUCTION, LLC	Bryan Smith	110 RAILROAD AVENUE #D	SUISUN CITY	CA	94585	707-419-5052	707-419-4851	winona.beesing@suulutaqa.com
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INDIAN HEAD ENTERPRISES	VIRGIL DWAYNE LONG	2926 CRAIG AVENUE	OROVILLE	CA	95966	530-463-5794	530-582-1573	henter@hollinsonsconsult.com
INTERWEST PACIFIC, LTD.	Jack Nicolaisen	990 HIGHLAND DR, STE. 212	SCALANA BEACH	CA	93275	958-259-7062	858-345-3757	jack@interwestpacific.com
J M Day, Inc.	Juan Diaz	18645 E. GALE AVENUE, Suite 212	CITY OF INDUSTRY	CA	91748	626-820-1137	626-820-1136	india28@jmdia.com
J. CARDENAS INC	Javier Cardenas	14455 PARK AVE, SUITE C	VICTORVILLE	CA	92392	760-243-6384	760-955-8560	cardenasinc@gmail.com
JAMES FLETCHER CONSTRUCTION INC	JAMES FLETCHER	609 DATE AVENUE	CHULA VISTA	CA	91910	619-405-9316	619-420-9123	fletcherconstruction5106@gmail.com
JARRETT FOUNDATIONS, INC.	Julie Cuneo	4518 WINTERS ST	MCCLELLAN	CA	95652	916-371-8760	916-371-8765	julie@jarrettfoundations.com
K R C SAFETY CO. INC.	Gary Castro	7821 W. Sunnynview Ave.	Visalia	CA	93290	559-732-0393	559-732-2684	garyc@rcsafety.com
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L & L BRIDGES	LEVI GURULE	6748 TOPGERS DRIVE	SEBASTOPOL	CA	95472	707-478-6205	509-559-7300	levigurule@comcast.net
LANDVAZO BROS. INC.	Derrick P. Landavazo	29280 Pacific Street	HAYWARD	CA	94544	510-581-7104	510-581-7423	djohnson@landavazoconcrete.com
Linkall Construction Management, Inc.	Jongwoo Jeon	15456 Adams Lane	Fountana	CA	92336	909-427-1565		jeongwoo.jeon@linkallcm.com
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MARTIN GENERAL ENGINEERING INC	TRANQUILINO MARTIN	12485 QUICKSILVER DRIVE	RANCHO CORDOVA	CA	95742	916-355-8101	916-355-8108	emartinez@martingeneral.net
MASS X INC.	JENNIFER FOSTER	2524 N. FORDHAM AVENUE	FRESNO	CA	93727	559-294-1075	559-294-1463	massx@hotmail.com
Mathews General Engineering & Construction, Inc.	Acie Mathews	16775 FORTH NINER TRLE	LATHROP	CA	95330	209-650-3614		mathewsgen@gmail.com
MC CULLOUGH CONSTRUCTION, INC.	HUGH MACK MCCULLOUGH	57 ALDERGROVE ROAD	ARCATA	CA	95521	707-825-1014	707-825-1769	thetseyrios@mcculloughconstructioninc.com
McKim Corporation	Santino Orozco	60 W. 4th street, 210	Gilroy	CA	95020	408-848-8700	408-848-8778	santino@mcckimcorp.com
MCO Engineering	David Miclea	739 Bryant St	San Francisco	CA	94107	916-951-3231	916-953-3231	mcoengineering@gnx.com
MGE Engineering, Inc.	Hsiaoichi Fred Huang	7415 GREENHAVEN DRIVE, SUITE 100	SACRAMENTO	CA	95831	916-421-1800	916-421-1002	fhuang@mgeeng.com
Morgner Construction Management	Manique Morgner Lukeman	1880 CENTURY PARK E, SUITE 1402	LOS ANGELES	CA	90067	323-900-0020	646-417-5517	morgner@morganeco.com
NEWLAND ENTITIES, INC	ROBERT CERVANTES	500 OLIVE STREET	MARYSVILLE	CA	95901	530-755-1178		rcervantes@newlandentities.com
NBG Construction Services	Allen Nichols	14 Cuervo	Rancho Santa Margarita	CA	92688	949-283-5757	949-589-6897	spencer@nbccs.com
NuStandard Engineering / NuStandard Consulting	Rosa Loloee	845 15th Street, Suite 103 Office 421	San Diego	CA	92101	949-257-9893		rloloee@nustandard.com
O2 Engineering, Projects & Construction Management	Omone Livingston	1055 W. 7th Street, 22nd Floor, Suite 2240	Los Angeles	CA	90027	213-267-8802	213-267-8801	omoneo@o2epcm.com
OLIVER ENGINEERING CONSTRUCTION	AARON OLIVER	3961 PERCH CIRCLE	WILLITS	CA	95490	707-671-6442		oliverconst.eng@gmail.com
Construct Pacific	Tomomori Kamimura	1173 Tesoro Pl	Vista	CA	92081	310-261-1968		tkamimura@constructpacific.com
Pavement Management Solutions	Toni Silva	25956 Marco Polo St.	MURRIETA	CA	92563	951-600-1110	951-600-1112	quotes@pavementsolutionsinc.com
PCBR CONSTRUCTION, INC.	CHRISTI PLUM	5301-F BYRON HOT SPRINGS ROAD	BYRON	CA	94514	925-634-4567	925-634-4339	cpalum@pcbrconstructioninc.com
Playa Safety	Maja Domovan-Northcroft	13615 John Glenn Rd, suit D	Apple Valley	CA	92308	805-335-4838		mholiday@playasafety.com
PNE CONSTRUCTION, INC.	RODNEY ALI EN SPENCER	725 6TH STREET	MARYSVILLE	CA	95901	909-638-2715	888-815-7315	rbconstructioninc@gmail.com
Precision Grading and Paving Inc.	Deanna Anderson	6708 Fishback Ave	Bakersfield	CA	93302	661-201-0086	561-587-7338	precisiongradingandpaving@yahoo.com
Professional Concrete Sawing Inc.	David Scott	P.O. Box 3348	Merced	CA	95344	209-722-2226	209-722-2227	davidscott@pvcml.com
PTM General Engineering Services, Inc.	Elizabeth Mendoza Mcrae	5942 Acorn St.	Riverside	CA	92504	951-710-1000	951-710-1006	elizabeth@ptm-eng.com
QA CONSTRUCTORS	LUIS QUINTO ALLENDE	19060 LAUREL DRIVE	LOS GATOS	CA	95033	408-210-5508	510-751-5341	quinto@qacorp.com
QUIMJO CONTRACTING, INC.	MIGUEL QUIROZ	5830 Dixon Ave West	DIXON	CA	95620	707-693-0289	707-678-8384	quimjo@bcglobal.net
RAC Construction & Engineering, Inc.	Ruben Claudio	5811 Barbarossa Ct	San Diego	CA	92115	760-497-6668		rclaudio@racconstruction.biz
RCI & ASSOCIATES, INC	RICKY C. JOHNSON, SR	1709 V STREET	SACRAMENTO	CA	95818	916-398-4852	916-399-4853	ricky@rcjandassociates.com
Reign Source	Erika Horn	21913 Long Trot Dr	Escondido	CA	92029	619-333-4107		erika.horn@reignsource.com
REYCO ENGINEERING INC.	Joe Duran	10903 BOULDER CANYON RD	RANCHO CUCAMONGA	CA	91737	626-932-2455		reynoldsduran@gmail.com
Rico Engineering Group, LLC	Richard Asilmwe	7119 Flight Ave	Los Angeles	CA	90045	424-401-5375		rasimwe@ricoeg.com
ROEL' N ROCK CONSTRUCTION INC	Bonnie Heile	5527 Truck Village Drive	MOUNT SHASTA	CA	96067	530-925-1408	530-925-0450	roelrockcon@gmail.com
ROMERO GENERAL CONSTRUCTION CORP.	Keith Reilly	2150 N. CENTRE CITY PKWY, SUITE 1	ESCONDIDO	CA	92026	760-489-8412	760-489-1460	kreilly@romerogc.com

Rove Engineering Inc.	Steven E. Eugenio	399 S. Haskell Drive	El Centro	CA	92243	760-425-0001	roveengineering@outlook.com	
RSE Corporation	Phil Leong	1075 OLD COUNTY ROAD, SUITE D	BELMONT	CA	94002	650-637-9500	650-637-9501	pleong@rsecorp.com
RUBICON GENERAL CONTRACTING	Ruben Santana	3450 Third Street, Bldg. 1B	SAN FRANCISCO	CA	94124	415-206-7740	415-206-1750	office@rubicon.com
Rushmore Construction Co.	Guillermo Casillas	3435 Wilshire Blvd, Suite 920	Los Angeles	CA	90010	562-650-4597	323-780-1251	guillermo.casillas@rushmorecc.com
SERVICE CONSTRUCTION OF SOUTHERN CALIFORNIA	BRIAN CORSO	1180 N KRAEMER PL	ANAHEIM	CA	92806	714-920-8771		brian@serviceconstruction.com
S.T. RHODES CONSTRUCTION, INC.	Steve T. Rhoades	8585 Commercial Way	REDDING	CA	96002	530-223-9322	530-223-9222	steve@strhoadesinc.com
Sabu	Muzaffar Kalhoro	9350 Summerstone Ct.	Riverside	CA	92508	949-922-9217		kalhoromuzaffar@gmail.com
Safework, Inc.	Rebecca Jones	180 N Riverview Dr, Suite 170	Anaheim	CA	92808	818-716-0384	818-703-6486	rebeccaj@safeworkinc.com
SAILROCK CONSTRUCTORS INC.	Courtney Statham	113 BRIGHT POPPY	IRVINE	CA	92618	949-378-3440		courtney@sailrockinc.com
SCHOTKA CONSTRUCTION INC	DIANE SCHOTKA	5555 NAPA VALLEJO HWY	AMERICAN CANYON	CA	94903	707-396-2336	707-265-6856	diane@schotka.com
Seamar Construction, Inc.	Patrick Ging Phelan	205 SUBURBAN WAY #2	SAN LUIS OBISPO	CA	93401	805-438-4362	805-439-1933	info@seamarinc.com
Sierra Communications & Construction, Inc.	Tommy Ball	2660 Hwy 140, Suite D	Catheys Valley	CA	95306	209-742-4948	209-742-5995	tommy@sierracc.com
SIDRB, Inc.	Simon Jeon	20451 Valley Blvd	Walnut	CA	91789	909-481-0001		admin@sjdandb.com
Southwest Hydro Analytics, Inc.	Emmanuel Padilla	669 S Nardo Ave, T4	Solana Beach	CA	92075	619-606-7176		epadilla@shydro.com
SRK Engineering	Sherry Kirkpatrick	7615 Auto Park Way, #105	Escondido	CA	92029	760-294-4012	760-300-8888	skirkpatrick@srkeng.com
STEVE DOVALI CONSTRUCTION, INC.	TIM DOVALI	8461 E. OLIVE	FRESNO	CA	93737	559-255-7603	559-456-2843	dovalicnstruction@gmail.com
STONY CREEK GENERAL ENGINEERING	Luke Andrews	5321 COUNTY RD 206	ORLAND	CA	95963	530-526-3191	530-988-5092	luke@scgeinc.com
Summit CM, Inc.	Ken Rice	2300 Clayton Rd Ste 1380	Concord	CA	94520	925-363-5560	925-363-5511	grace.sarmiento@summitcm.com
SUPER SEAL & STRIPE, INC	Brenda Hampton-Ortiz	310 A STREET	FILLMORE	CA	93015	805-524-7345	805-524-7428	brenda@supersealandstripe.com
Taylor Jane Construction LP	Angela Souza	151 W Dana, Suite 101	Nipomo	CA	93444	805-723-5129		angie@taylorjaneconstruction.com
TEC Management Consultants, Inc.	Pamela Coffey	510 S LA BREA AVENUE	INGLEWOOD	CA	90301	800-509-1542	800-509-1647	kuller@tec.com
Thurai Consulting, Inc.	Ambi Thurai	17722 Manchester Ave	Irvine	CA	92614	949-981-8348		ambi@thuraiconsulting.com
TOURE ASSOCIATES ENVIRONMENTAL ENGINEERING INC	T'SHAKA TOURE'	1486 BAYSHORE BLVD SUITE 427-MS15B	SAN FRANCISCO	CA	94124	559-470-5586	559-222-8705	tsbaka@toureinc.com
Traffic Loops Cracking, Inc.	MAI-LAN NGUYEN	1915 W BALL RD.	ANAHEIM	CA	92804	714-520-4026	714-520-4027	admin@trafficloops.net
Tri-County Drilling, Inc.	Sheryl Peterson Duddie	9631 CANDIDA STREET	SAN DIEGO	CA	92126	858-271-0099	858-271-0231	sherylp@tcdriilling.com
USACT CORPORATION	Mehari Teklabrehan	460 Grand Avenue Unit 405	Oakland	CA	94610	859-999-3781	859-999-3781	usactcorp@gmail.com
V & G BUILDERS	JERONIMO ANTONIO VALDEZ	4350 N Palm Ave	FRESNO	CA	93704	559-805-9035		tvaldez@vg-builders.com
V A P Construction, Inc.	ARVIND PRASAD	15705 BIRCHWOOD ST	LA MIRADA	CA	90638	714-253-3270	714-551-9420	arvind@vapcd.com
VELARDE CONCRETE CONSTRUCTION INC	MARIA VELARDE	523 S BRAND BLVD, SUITE 201	SAN FERNANDO	CA	91340	818-898-2300	818-898-2330	estimating@velardeconcreteinc.com
Vintage Paving Company, Inc.	Edward Carabahal	119 Main Street	Winters	CA	95694	530-795-0132	530-795-5734	edc@vintagepavingco.com
WALLACE STRUCTURES	ERIC WALLACE	2515 TAWNDALE LN	HYDESWILLE	CA	95547	707-834-4932	707-688-3386	wallaces1@aol.com
WHITE BEAR CONSTRUCTION, INC.	AMANDA HOY	941 County Rd 260	ALTURAS	CA	95101	530-233-4875	530-233-4875	ahoywhitebear@outlook.com
WILLIE DIXON TRUCKING	WILLIE DIXON	1264 W. 112ND STREET	GARDENA	CA	90248	310-532-6937	310-532-6260	
YERBA BUENA ENGINEERING & CONSTRUCTION	MIGUEL GALARZA	1340 EGBERT AVENUE	SAN FRANCISCO	CA	94124	415-822-4400	415-822-0900	mgalarza@yerba-buena.net

US SBA SEARCH RESULTS & SOLICITATION LIST

Calbe	Company	Contact	Address	City	State	Zip	Phone	Fax	Email
SBA	APEX ENVIRONMENTAL AND ENGINEERING INC	CHRISTOPHER MCVEY	3000 7TH AVE	OROVILLE	CA	95965-9640	530-682-3357		cmcvey@apexenvinc.com
SBA	BRANSON ENTERPRISE INC.	MATTHEW BRANSON	11132 NELSON BAR RD	OROVILLE	CA	95965-9733	530-403-0112		bransonent@outlook.com
SBA	C W ELECTRICAL, INC.	DALE WAGONER	55 TUSCAN DR	PARADISE	CA	95969-5667	530-872-3443		dale@cwelectrical.com
SBA	C&P CONTRACTING INC	PATRICK TARBUSH	1840 MAGNOLIA ST	GRIDLEY	CA	95948-2706	530-531-7977		c.contractinginc@gmail.com
SBA	CHILESNAPPER TRUCKING LLC	LAURIE RIGGLE	5521 W COMMERCIAL ST	CHICO	CA	95973-9725	530-685-8968		laurie@chilesnappertrucking.com
SBA	COCHRAN JAIME	JAIME COCHRAN	748 SANTIAGO CT	CHICO	CA	95973-8781	530-715-0892		jaime@jcoengineering.com
SBA	CROSSFIRE TREE & VEGETATION SERVICES, INC.	WENDY GOMES	3254 INDIAN SPRINGS RD	PARADISE	CA	95969-6172	530-877-9002	530-877-1874	crossfiretree@gmail.com
SBA	CROWN METALS LLC	DYLAN MCFANN	4801 FEATHER RIVER BLVD STE 18	OROVILLE	CA	95965-9690	530-533-7718	530-533-7369	dylan.crownmetals@gmail.com
SBA	DE LONG INDUSTRIES GROUP, INC.	SHAWNA OLNEY	65 HUNTER DRIVE	OROVILLE	CA	95966-9507	949-325-0106		shawna.olney@wvetechnik.com
SBA	FRANKLIN CONSTRUCTION, INC.	CLARK GARDNER	217 FLUME ST STE 200	CHICO	CA	95928-5470	530-343-9600	530-343-4245	clark@franklinconstruction.com
SBA	HANKINS CONSTRUCTION MANAGEMENT, INC.	MICAH HANKINS	117 MEYERS STREET, SUITE 130	CHICO	CA	95928-6592	530-520-9873		micah@hankinscm.com
SBA	HIWA, INC.	NESTOR NAVA	1479 HOOKER OAK AVE UNIT 1	CHICO	CA	95926-2910	530-924-4070		nestor.nava@repairprohico.com
SBA	J. W. BAMFORD, INC.	NATHAN BAMFORD	2015 CHALLENGER AVE STE B	OROVILLE	CA	95965-4175	530-353-6333	530-533-3719	nbamford@bamfordinc.net
SBA	KITE SOLUTIONS LLC	RYAN OLSON	1927 ACKERMAN AVE	DURHAM	CA	95938-9713	530-514-0652		ryan@kitesolutionsllc.com
SBA	LEETE, INC	TIM LEETE	60 INDEPENDENCE CIRCLE SUITE 203	CHICO	CA	95973-4921	530-893-3774		tim@leeteconcrete.com
SBA	MASON MCKELLIPS	MASON MCKELLIPS	660 MANZANITA CT	CHICO	CA	95926-2371	530-518-1400		mmckellips@amenviroservices.com
SBA	MESSER EXCAVATION LLC	JON SCHROEDER	7058 MELVINA AVE	PALERMO	CA	95968-9730	530-412-4246		messerexcavation@yahoo.com
SBA	MORGAN, JAMES L	JAMES MORGAN	6 APICA AVE	OROVILLE	CA	95966-9426	530-321-5899	530-589-5852	james@morgantree.com
SBA	NORTH FORK ENTERPRISES LLC	EMIJIE JELLEMA	1803 DRENDEL CIR	PARADISE	CA	95969-6007	530-990-0581		ejellema@northforkent.com
SBA	PATRICK HILLSKEMPER	PATRICK HILLSKEMPER	1438 BENNETT RD	PARADISE	CA	95969-6424	530-519-7464		phillskemper@yahoo.com
SBA	RAYMOND HOFKER	RAY HOFKER	6300 WALL LN	PARADISE	CA	95969-3293	530-327-4911		ray@hofkerwildland.com
SBA	ROCK CREEK CONSTRUCTION, INC.	LYNDA CAMERON	1916 CAMERON LN	CHICO	CA	95926-9608	530-210-7749		lynda@rockcreekconstructioninc.com
SBA	MCHATTON ELECTRIC	RUSSELL MCHATTON	9 ARBOR DR	CHICO	CA	95926-3003	530-321-3094	530-893-9555	mchatton.electric@yahoo.com
SBA	SANTOS EXCAVATING INC	GEORGE SANTOS	460 RYAN AVE	CHICO	CA	95973-8846	530-894-2274	530-894-7767	brenda@santosengineering.com
SBA	THE CALI DOZER CO LLC	JOEL WHITE	17181 DEER CREEK HWY	FOREST RANCH	CA	95942-9711	530-360-1484		jw@calidozer.com
SBA	THOMAS CARPENTER	HOLLY TAYLOR	1321 W 7TH ST	CHICO	CA	95928-4979	530-592-3667	530-592-3849	dragondemolition@yahoo.com
SBA	VIRGIL D LONG	VIRGIL LONG	2926 CRAIG AVE	OROVILLE	CA	95966-9354	530-403-5794		dlong_jhe@outlook.com

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CERTIFICATIONS

Disadvantaged Business Enterprise (DBE)

COMMODITY CODES

CA WCC C8773: CONSTRUCTION MANAGEMENT - HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

CA WCC C8851: LEAD COMPLIANCE

CA WCC C8851: LEAD COMPLIANCE (deactivated code 08-2021)

CA WCC C8852: SWPPP PLANNING

STATE

CA

WORK DISTRICTS/REGIONS

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43 firms with **43** certifications found

Click the certification type for contact information and certification details

Vendor	Location	Certification
A & M CONSULTING ENGINEERS	visalia, CA	DBE
AARDVARK BIOLOGICAL SERVICES LLC	San Luis Obispo, CA	DBE
AHTNA DESIGN-BUILD, INC.	IRVINE, CA	DBE
APADANA ENGINEERING, INC.	SAN FRANCISCO, CA	DBE
Area West Environmental, Inc.	ORANGEVALE, CA	DBE
AURORA INDUSTRIAL HYGIENE	SAN DIEGO, CA	DBE
AZAD ENGINEERING PC	San Francisco, CA	DBE
Bajada Geosciences, Inc.	Shingletown, CA	DBE
Bayside Engineering Construction Inc., DBA Bayside Engineering Construction Inc.	San Diego, CA	DBE
Central Valley Engineering & Surveying, Inc.	Selma, CA	DBE
Dabri, Inc.	San Francisco, CA	DBE
EAGLE ROCK INDUSTRIES	WALNUT CREEK, CA	DBE
FMF Pandion	Encinitas, CA	DBE
Franco Engineering Inc	Tracy, CA	DBE
GECMS, Inc, DBA Giron Construction	San Francisco, CA	DBE

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CERTIFICATIONS

Disadvantaged Business Enterprise (DBE)

COMMODITY CODES

CA WCC C0800: TRAFFIC STRIPES, MARKING AND TRAFFIC CONTROL MATERIALS SUPPLIER

CA WCC C0800: TRAFFIC STRIPES, MARKING AND TRAFFIC CONTROL MATERIALS SUPPLIER (deactivated code 08-2021)

CA WCC C1200: CONSTRUCTION AREA SIGNS

CA WCC C1201: TRAFFIC CONTROL SYSTEM

CA WCC C5601: SIGN STRUCTURE

CA WCC C5620: ROADSIDE SIGN

CA WCC C8201: OBJECT MARKER

CA WCC C8330: METAL RAILING

CA WCC C8331: CONCRETE BARRIER

CA WCC C8391: METAL BEAM BARRIER

CA WCC C8396: CRASH CUSHION

CA WCC C8396: CRASH CUSHION (deactivated code 08-2021)

CA WCC C8405: THERMOPLASTIC TRAFFIC STRIPING & MARKING

CA WCC C8406: PAINTED TRAFFIC STRIPING & MARKING

CA WCC C8407: REMOVE PAVEMENT MARKING & TRAFFIC STRIPES

CA WCC C8460: RUMBLE STRIP

CA WCC C8501: PAVEMENT MARKER

CA WCC C8605: MESSAGE SIGNS, LIGHTING & SIGN ILLUMINATION

CA WCC C8608: DETECTOR

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CA

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51 firms with 51 certifications found

Click the certification type for contact information and certification details

Vendor	Location	Certification
ACE FENCE COMPANY, DBA AZ CONSTRUCTION INC.	LA PUENTE, CA	DBE

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CERTIFICATIONS	Disadvantaged Business Enterprise (DBE)
COMMODITY CODES	CA WCC C8101: SURVEY OR HISTORICAL MONUMENT CA WCC C8760: LAND SURVEYOR CA WCC C9826: LAND SURVEYING
STATE	CA
WORK DISTRICTS/REGIONS	Butte

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18 firms with **18** certifications found

Click the certification type for contact information and certification details

Vendor	Location	Certification
A & M CONSULTING ENGINEERS	visalia, CA	DBE
Alan Mok Engineering	Fresno, CA	DBE
CALIFORNIA CONSTRUCTION SURVEYING, INC	MADERA, CA	DBE
CALIFORNIA LAND SURVEYOR, INC.	SAN DIEGO, CA	DBE*
Central Valley Engineering & Surveying, Inc.	Selma, CA	DBE
Chaudhary & Associates, Inc.	NAPA, CA	DBE
CLEAR PATH LAND EVOLVEMENT, INC	AUBURN, CA	DBE*
ESP Surveying, Inc., DBA ESP SURVEYING INC	FRESNO, CA	DBE
FIGUEROA SURVEYING, INC	COLTON, CA	DBE
Geocadd, Inc., DBA Geocadd Aerial Surveys	Livermore, CA	DBE
GeoWing Mapping, Inc.	Richmond, CA	DBE
GP SURVEYING	ONTARIO, CA	DBE
K R C SAFETY CO. INC.	Visalia, CA	DBE
Pacific Crest Surveying, Inc.	Modesto, CA	DBE
RFE ENGINEERING, INC.	ROSEVILLE, CA	DBE
RSE Corporation	BELMONT, CA	DBE
Telamon Engineering Consultants, Inc	SAN FRANCISCO, CA	DBE

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CERTIFICATIONS	Disadvantaged Business Enterprise (DBE)
COMMODITY CODES	CA WCC C1601: CLEARING & GRUBBING CA WCC C1901: ROADWAY EXCAVATION CA WCC C1930: STRUCTURE BACKFILL CA WCC C9609: STREET SWEEPING TRUCK CA WCC C9903: CONSTRUCTION CLEAN UP NAICS 561790: Cleaning (e.g., power sweeping, washing) driveways and parking lots NAICS 561790: Driveway cleaning (e.g., power sweeping, washing) services NAICS 561790: Parking lot cleaning (e.g., power sweeping, washing) services
STATE	CA
WORK DISTRICTS/REGIONS	Butte

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68 firms with **68** certifications found

Click the certification type for contact information and certification details

Vendor	Location	Certification
A STAR SWEEPING, LLC	Sloughhouse, CA	DBE
A1 TRUCKING SVS INC	OAKLAND, CA	DBE
ACE SWEEPERS & WATER TRUCKS INC.	San Francisco, CA	DBE
ALFARO GENERAL ENGINEERING	ROCKLIN, CA	DBE
ALLEN GILL CONSTRUCTION, INC.	PALO CEDRO, CA	DBE
Bayside Engineering Construction Inc., DBA Bayside Engineering Construction Inc.	San Diego, CA	DBE
BC SCHMIDT CONSTRUCTION, INC.	Colusa, CA	DBE
BUENA VISTA LANDSCAPE, INC	ORANGE, CA	DBE*
Burke Construction	Shingle Springs, CA	DBE
C & S Civil LLC	Lakeport, CA	DBE
CALIFORNIA GRINDING SPECIALTIES, INC. DBA AUSTIN	BAKERSFIELD, CA	DBE

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CERTIFICATIONS	Disadvantaged Business Enterprise (DBE)
BUSINESS DESCRIPTION	ASPHALT
STATE	CA
WORK DISTRICTS/REGIONS	Butte

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18 firms with **18** certifications found

Click the certification type for contact information and certification details

Vendor	Location	Certification
ABSL CONSTRUCTION	HAYWARD, CA	DBE
Accurate Asphalt & Concrete Inc., DBA Accurate Construction	Imperial Beach, CA	DBE
DEPENDABLE PETROLEUM PRODUCTS INC, DBA N/A	Rancho Santa Margarita, CA	DBE
DVBE Enterprise Inc	Glendora, CA	DBE
Force Crushing, LLC, DBA N/A	MURRIETA, CA	DBE
Giosand Environmental Transportation Inc.	Palmdale, CA	DBE
Golden State Municipal Construction, LLC	Fair Oaks, CA	DBE
IFVG Enterprise LLC, DBA Reliable Trucking	Hawthorne, CA	DBE
INDIAN HEAD ENTERPRISES	OROVILLE, CA	DBE
K & K Construction Supply, Inc.	Rancho Cordova, CA	DBE
McKim Corporation	Gilroy, CA	DBE
Pavement Management Solutions	MURRIETA, CA	DBE
QA CONSTRUCTORS	LOS GATOS, CA	DBE
ROMERO GENERAL CONSTRUCTION CORP.	ESCONDIDO, CA	DBE
S.T. RHOADES CONSTRUCTION, INC., DBA n/a	REDDING, CA	DBE
V A P Construction, Inc.	LA MIRADA, CA	DBE*
Vintage Paving Company, Inc.	Winters, CA	DBE

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CERTIFICATIONS **Disadvantaged Business Enterprise (DBE)**
BUSINESS DESCRIPTION **CONCRETE**
STATE **CA**
WORK DISTRICTS/REGIONS **Butte**

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60 firms with **62** certifications found

Click the certification type for contact information and certification details

Vendor	Location	Certification
ABSL CONSTRUCTION	HAYWARD, CA	DBE
Accurate Asphalt & Concrete Inc., DBA Accurate Construction	Imperial Beach, CA	DBE
Aguirre Reinforcing Steel LLC	Vallejo, CA	DBE
AJ Newson's Construction, Inc.	Sacramento, CA	DBE*
Altamont Rebar Corp	Tracy, CA	DBE
AM Construction and Concrete	Merced, CA	DBE
Anco Iron & Construction Inc.	San Francisco, CA	DBE DBE
BAY LINE CUTTING & CORING, INC.	San Francisco, CA	DBE
BC SCHMIDT CONSTRUCTION, INC.	Colusa, CA	DBE
BELMONTES CONCRETE SERVICES, INC.	Hayward, CA	DBE
Black IPO, Inc.	san diego, CA	DBE
Bruce Anderson Enterprises, Inc., DBA A's Construction	Santa Ana, CA	DBE
Burke Construction	Shingle Springs, CA	DBE
Dexterity Placing Steel Services	Beaumont, CA	DBE
DOD CONSTRUCTION	Bakersfield, CA	DBE
Don H Mahaffey Drilling Company	COMPTON, CA	DBE
Duran Construction Group	SAN JOSE, CA	DBE
Force Crushing, LLC, DBA N/A	MURRIETA, CA	DBE

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CERTIFICATIONS

Disadvantaged Business Enterprise (DBE)

COMMODITY CODES

CA WCC C0639: ASPHALT SUPPLIER (BULK ITEM)
CA WCC C0651: CONCRETE & CEMENT SUPPLIER (BULK ITEM)
CA WCC C1522: RESET, ADJUST ROADWAY ITEMS
CA WCC C1531: PLANE ASPHALT CONCRETE
CA WCC C1532: Remove Concrete
CA WCC C2501: AGGREGATE SUBBASE (AS)
CA WCC C2602: AGGREGATE BASE (AB)
CA WCC C3600: PENETRATION TREATMENT & PRIME COAT
CA WCC C37: BITUMINOUS SEAL
CA WCC C39: ASPHALT CONCRETE
CA WCC C3910: PAVING ASPHALT (ASPHALT CONCRETE)
CA WCC C3930: PAVEMENT REINFORCING FABRIC
CA WCC C3940: PLACE ASPHALT CONCRETE DIKE & MISC
CA WCC C3990: RECYCLE, RECLAIM ASPHALT CONCRETE PAVEMENT
CA WCC C4010: PORTLAND CEMENT & CONCRETE PAVEMENT
CA WCC C5100: CONCRETE STRUCTURE
CA WCC C5105: MINOR CONCRETE STRUCTURE
CA WCC C5110: CONCRETE SURFACE FINISH
CA WCC C5111: CONCRETE OVERLAY - DRILL & BOND
CA WCC C5190: JOINT SEAL - WATER STOP
CA WCC C5201: REINFORCING STEEL
CA WCC C7200: ROCK SLOPE PROTECTION
CA WCC C7215: CONCRETED-ROCK SLOPE PROTECTION
CA WCC C7250: SACKED CONCRETE
CA WCC C7301: CONCRETE CURB & SIDEWALK- MISC

STATE

CA

WORK DISTRICTS/REGIONS

Butte

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CERTIFICATIONS

Disadvantaged Business Enterprise (DBE)

COMMODITY CODES

NAICS 237310: Asphalt paving (i.e., highway, road, street, public sidewalk)

NAICS 237310: Concrete paving (i.e., highway, road, street, public sidewalk)

NAICS 237310: Construction management, highway, road, street and bridge

NAICS 237310: Curbs and street gutters, highway, road and street, construction

NAICS 237310: Grading, highway, road, street and airport runway

NAICS 237310: Highway construction

NAICS 237310: Highway line painting

NAICS 237310: Highway, Street, and Bridge Construction

NAICS 237310: Overpass construction

NAICS 237310: Painting lines on highways, streets and bridges

NAICS 237310: Painting traffic lanes or parking lots

NAICS 237310: Pavement, highway, road, street, bridge or airport runway, construction

NAICS 237310: Repair, highway, road, street, bridge or airport runway

NAICS 237310: Resurfacing, highway, road, street, bridge or airport runway

NAICS 237310: Road construction

NAICS 237310: Sidewalk, public, construction

NAICS 237310: Sign erection, highway, road, street, or bridge

NAICS 237310: Street construction

NAICS 237310: Surfacing, highway, road, street, bridge or airport runway

NAICS 237310: Tarring roads

NAICS 237310: Traffic lane painting

NAICS 237310: Underpass construction

STATE

CA

WORK DISTRICTS/REGIONS

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SBA Search Results

Search Criteria Description

Table Listing, where

the firm is at least one of: any minority owned, self-cert SDB, women owned, WOSB, WOSB joint venture and/or EDWOSB joint venture;
 the firm is small in any of these NAICS codes: 237310, 238110, 238120, 238910, 238990;
 the profile location is in Metro Statistical Area 1620;
 the profile location is in: California;
 the profile's status is that of a standard DSBS search;

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View	Name of Firm	Contact	Address and City, State Zip	Phone Number	Fax Number	E-mail Address
1	SANTOS EXCAVATING INC	GEORGE SANTOS	460 RYAN AVE CHICO, CA 95973-8846	530-894-2274	530-894-7767	brenda@santosengineering.com
2	ANDERSON DRAGLINE, INC.	CHERYL ANDERSON	87 B ST BIGGS, CA 95917-9794	530-695-1352	530-695-3131	markj@andersondragline.com
3	J. W. BAMFORD, INC.	NATHAN BAMFORD	2015 CHALLENGER AVE STE B OROVILLE, CA 95965-4175	530-353-6333	530-533-3719	nbamford@bamfordinc.net
4	HANKINS GROUP, INC.	BRANNAN HANKINS	34 BELLARMINE CT CHICO, CA 95928-7149	530-345-8009	530-345-1009	admin@hankinsgroupinc.com
5	C W ELECTRICAL, INC.	DALE WAGONER	55 TUSCAN DR PARADISE, CA 95969-5667	530-872-3443		dale@cwelectrical.com
6	RUSSELL T MCHATTON	RUSSELL MCHATTON	9 ARBOR DR CHICO, CA 95926-3003	530-321-3094	530-893-9555	mchatton.electric@yahoo.com
7	MASON MCKELLIPS	MASON MCKELLIPS	660 MANZANITA CT STE 6 CHICO, CA 95926-2371	530-518-1400		mmckellips@amenviroservices.com
8	VIRGIL D LONG	VIRGIL LONG	2926 CRAIG AVE OROVILLE, CA 95966-9354	530-403-5794		dlong_ihe@outlook.com
9	TOUGH COMPANY FIRE INC.	MARK BASHAM	2669 STATE HIGHWAY 32 CHICO, CA 95973-8799	530-228-5384	530-592-3637	markanthonybasham@gmail.com
10	KITE SOLUTIONS LLC	RYAN OLSON	1927 ACKERMAN AVE DURHAM, CA 95938-9713	530-514-0652		ryan@kitesolutionsllc.com
11	THOMAS CARPENTER	HOLLY TAYLOR	1321 W 7TH ST CHICO, CA 95928-4979	530-592-3667	530-592-3849	dragondemolition@yahoo.com
12	BRANSON ENTERPRISE INC.	MATTHEW BRANSON	11132 NELSON BAR RD OROVILLE, CA 95965-9733	530-403-0112		bransonent@outlook.com
13	COCHRAN JAIME	JAIME COCHRAN	748 SANTIAGO CT CHICO, CA 95973-8781	530-715-0892		jaime@jcoengineering.com
14	NORTH FORK ENTERPRISES LLC	EMILIE JELLEMA	1803 DRENDEL CIR PARADISE, CA 95969-6007	530-990-0581		ejellema@northforkent.com
15	CHILESNAPPER TRUCKING LLC	LAURIE RIGGLE	5521 W COMMERCIAL ST CHICO, CA 95973-9725	530-685-8968		laurie@chilesnappertrucking.com

View	Name of Firm	Contact	Address and City, State Zip	Phone Number	Fax Number	E-mail Address
16	HANKINS CONSTRUCTION MANAGEMENT, INC.	MICAH HANKINS	117 MEYERS STREET, SUITE 130 CHICO, CA 95928-6592	530-520-9873		micah@hankinscm.com
17	ROCK CREEK CONSTRUCTION, INC.	LYNDA CAMERON	1916 CAMERON LN CHICO, CA 95926-9608	530-210-7749		lynda@rockcreekconstructioninc.com
18	LEETE, INC	TIM LEETE	60 INDEPENDENCE CIRCLE SUITE 203 CHICO, CA 95973-4921	530-893-3774		tim@leeteconcrete.com
19	C&P CONTRACTING INC	PATRICK TARBUSH	1840 MAGNOLIA ST GRIDLEY, CA 95948-2706	530-531-7977		c.pcontractinginc@gmail.com
20	THE CALI DOZER CO LLC	JOEL WHITE	17181 DEER CREEK HWY FOREST RANCH, CA 95942-9711	530-360-1484		jw@calidozer.com
21	FRANKLIN CONSTRUCTION, INC.	CLARK GARDNER	217 FLUME ST STE 200 CHICO, CA 95928-5470	530-343-9600	530-343-4245	clark@franklinconstruction.com
22	RAYMOND HOFKER	RAY HOFKER	6300 WALL LN PARADISE, CA 95969-3293	530-327-4911		ray@hofkerwildland.com
23	HIWA, INC.	NESTOR NAVA	1479 HOOKER OAK AVE UNIT 1 CHICO, CA 95926-2910	530-924-4070		nestor.nava@repairprochico.com
24	CROWN METALS LLC	DYLAN MCFANN	4801 FEATHER RIVER BLVD STE 18 OROVILLE, CA 95965-9690	530-533-7718	530-533-7369	dylan.crownmetals@gmail.com
25	APEX ENVIRONMENTAL AND ENGINEERING INC	CHRISTOPHER MCVEY	3000 7TH AVE OROVILLE, CA 95965-9640	530-682-3357		cmcvey@apexenvinc.com
26	PATRICK HILLSKEMPER	PATRICK HILLSKEMPER	1438 BENNETT RD PARADISE, CA 95969-6424	530-519-7464		phillskemper@yahoo.com

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SBA Search Results

Search Criteria Description

Table Listing, where

the firm is at least one of: any minority owned, self-cert SDB, women owned, WOSB, WOSB joint venture and/or EDWOSB joint venture;
 the firm is small in any of these NAICS codes: 488490, 541370, 541620, 561730, 561790;
 the profile location is in Metro Statistical Area 1620;
 the profile location is in: California;
 the profile's status is that of a standard DSBS search;

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View	Name of Firm	Contact	Address and City, State Zip	Phone Number	Fax Number	E-mail Address
1	MORGAN, JAMES L	JAMES MORGAN	6 APICA AVE OROVILLE, CA 95966-9426	530-321-5899	530-589-5852	james@morgantree.com
2	DE LONG INDUSTRIES GROUP, INC.	SHAWNA OLNEY	65 HUNTER DRIVE OROVILLE, CA 95966-9507	949-325-0106		shawna.olney@wavetechind.com
3	MASON MCKELLIPS	MASON MCKELLIPS	660 MANZANITA CT STE 6 CHICO, CA 95926-2371	530-518-1400		mmckellips@amenviroservices.com
4	BRANSON ENTERPRISE INC.	MATTHEW BRANSON	11132 NELSON BAR RD OROVILLE, CA 95965-9733	530-403-0112		bransonent@outlook.com
5	NORTH FORK ENTERPRISES LLC	EMILIE JELLEMA	1803 DRENDEL CIR PARADISE, CA 95969-6007	530-990-0581		ejellema@northforkent.com
6	CHILESNAPPER TRUCKING LLC	Laurie RIGGLE	5521 W COMMERCIAL ST CHICO, CA 95973-9725	530-685-8968		laurie@chilesnappertrucking.com
7	MESSER EXCAVATION LLC	JON SCHROEDER	7058 MELVINA AVE PALERMO, CA 95968-9730	530-412-4246		messerexcavation@yahoo.com
8	SHELTON'S JANITORIAL, LLC	LEEROY COLE	883 CHANDON AVE GRIDLEY, CA 95948-9792	804-916-0298		leeroysheltonsLLC@gmail.com
9	CROSSFIRE TREE & VEGETATION SERVICES, INC.	WENDY GOMES	3254 INDIAN SPRINGS RD PARADISE, CA 95969-6172	530-877-9002	530-877-1874	crossfiretree@gmail.com
10	FLORAL NATIVE NURSERY AND RESTORATION INC	ZEB PUTERBAUGH	14388 MERIDIAN RD CHICO, CA 95973-9403	530-892-2511		canative@shocking.com

View	Name of Firm	Contact	Address and City, State Zip	Phone Number	Fax Number	E-mail Address
11	RAYMOND HOFKER	RAY HOFKER	6300 WALL LN PARADISE, CA 95969-3293	530-327-4911		ray@hofkerwildland.com

No more matches

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29393 Pacific Street, Hayward, CA 94544
TE: (510) 727-0900 Fax: (510) 727-0912

Contractors License **A 621781**
SMBE & DBE Certification CT-005270

***Bid Quotation
Grinding***

Project Name: On-System Roadway Rehabilitation 2024
Project Number/Contract Reference: 7303.3 CON
Bid Date: 02/22/2024
Location: Various Locations, Paradise, Butte County, CA 95969

BID

Daily Minimum Charge \$4,000.00

This price is for a **48" inch or 24" inch** cold planer machine, **Wirtgen W 120CFi**. Up to 10 inches depth. \$100.00 additional for Night work. \$525.00 per hour overtime. \$400.00 additional for Saturday work. \$800.00 additional for Sunday work. \$150.00 additional for multiplex.

Daily Minimum Charge \$4,500.00

This price is for a **60" inch** cold planer machine, **Wirtgen W 150CFi**. Up to 10 inches depth. \$150.00 additional for night work. \$650.00 per hour overtime. \$400.00 additional for Saturday work. \$800.00 additional for Sunday work.

Daily Minimum Charge \$5,500.00

This price is for an **80" inch** cold planer machine, **Wirtgen W 200i**. Up to 12 inches depth. \$300.00 additional for Night work \$700.00 per hour overtime. \$700.00 additional for Saturday work. \$1200.00 additional for Sunday work. Multiplex system included.

Daily Minimum Charge \$5,700.00

This price is for a **high horsepower 80" inch or 87" inch** cold planer machine, **Wirtgen W 210**. Up to 12 inches depth. \$300.00 additional for Night work \$750.00 per hour overtime. \$700.00 additional for Saturday work. \$1200.00 additional for Sunday work. Multiplex system included.

Daily Minimum Charge Micromill \$6,300.00

This price is for an **80" inch** cold planer machine, **Wirtgen W210 Equipped with a ¼" inch spacing drum with multiplex system for segment corrections or pre-paving corrections**. Up to 2" inches depth max. \$300.00 additional for Night work \$950.00 per hour overtime. \$600.00 additional for Saturday work. \$1200.00 additional for Sunday work.

Mobilization - \$800 Each Way Per Equipment
Subsistence - \$150 Per Man, Each Night

Proposal and Contract

Pavement Recycling Systems, Inc.



CA License # 569352	DIR # 1000003363	NV License # 0036228
OR License # 185556	UT License # 6982390-5501	AZ License # 183900
	ID License # 015231-AA-2	WA License # 602-840-640

10240 San Sevaive Way, Jurupa Valley, CA 91752
 Phone: (951) 682-1091 Fax: (951) 682-1094

From: Tom Gallinetti **Email:** tgallinetti@pavementrecycling.com

To: John Zilich Lamon Construction, Inc. 871 Von Geldern Way Yuba City, CA 95991 jzilich@lamonconstruction.com	Quote No: 24-01679 Phone: (530) 671-1370 Fax: (530) 671-7482 Bid Date: 2/15/2024
---	---

Paradise - On-System Roadway Rehab 2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1 - Unit Pricing					
12	Full Depth Reclamation - Cement	48,640.00	SY	\$3.30	\$160,512.00
13	Cement (Full-Depth Reclamation-Cement)	1,118.00	TON	\$198.00	\$221,364.00
16	Mix Design (Full Depth Recycling-Cement)	7.00	EACH	\$7,000.00	\$49,000.00
2 - FDR Option					
12A	FDR - Extra Crew Shift	1.00	EACH	\$16,800.00	\$16,800.00
3 - Shift Rates					
CM3	4' Cold Mill - Shift Rate	1.00	EACH	\$3,600.00	\$3,600.00
CM4	4' Cold Mill - OT Rate	1.00	HR	\$500.00	\$500.00
CM7	7' (Half-Lane) Cold Mill - Shift Rate	1.00	EACH	\$4,400.00	\$4,400.00
CM8	7' (Half-Lane) Cold Mill - OT Rate	1.00	HR	\$650.00	\$650.00
CM9	Cold Mill - Mobilization	1.00	EACH	\$550.00	\$550.00
RSP1	Pulverizer/Mixer - Shift Rate	1.00	EACH	\$6,000.00	\$6,000.00
RSP4	Pulverizer/Mixer - Mobilization	1.00	EACH	\$1,250.00	\$1,250.00

Terms and Conditions

- **Full Depth Recycling-Cement (Items 12 , 13 & 16) Includes:**
 - One (1) Crew Mobilization.
 - Pre-Pulverize of AC pavement and subgrade materials to meet FDR depth
 - Furnish Portland Cement at a rate up to 5%
 - Spread, initial mix and initial compaction (Compaction for .8' Thick FDR or greater ONLY)
 - Water trucks (for stabilization work only)
 - Material quantity based on soil weight up to 120 P.C.F. (rate of application for estimating purposes only)
 - Underground alert notification
 - Weekday Shifts
 - Mix Design - Sample gathering, lab testing and determination of surface application rate to achieve specified compressive strength. (3 Days of TC needs to be provided by customer)
 - FDR-C and Pulverizing to be completed within EIGHT (8) shifts and ONE (1) Mobilization.
 - Extra Crew Shift includes: Pulverizing and FDR

EXHIBIT 9-E EVALUATION OF GOOD FAITH EFFORTS

MEMORANDUM

To: PROJECT FILE

Date: 04/23/24

Federal-Aid Project Number: ER38Y0(012)/HSIPL 5425(041)

Bid Opening Date: 02/22/2024

Bidder: Lamon Construction Co

Type of Work: Bid Amount: Road Rehabilitation/HSIP

Bid Amount: \$4,961,786.55

From: Town of Paradise

Subject: Evaluation of Good Faith Efforts

The Town of Paradise established a Disadvantaged Business Enterprise (DBE) goal of **17%** for this contract. The bidder commits **6.93%** DBE participation.

The Town of Paradise's evaluation of the apparent low bidder's Good Faith Efforts is based on Section 9.9 of the Local Assistance Procedures Manual and Appendix A in Part 26 of Title 49 of the Code of Federal Regulations. The efforts of the bidder were reviewed by the Town of Paradise from the information provided in Exhibit 15-H: Proposer/Contractor Good Faith Efforts signed and submitted by Contractor.

The Town of Paradise determined that the Low Bidder **did not** demonstrate Good Faith Efforts to meet the DBE participation goal of this project for the reasons cited in this evaluation.

EVALUATION

A. Items of work the bidder made available to DBE firms

The low bidder stated on Exhibit 15-H DBE Information - Good Faith Efforts Section (C) that all items of work (100%) were made available to DBE firms. Lamon noted that the bidder (prime contractor Lamon) normally does not perform any of the item of work. Appears to be an inconsistency with this statement.

The Low Bidder did not separate the work into economically feasible units on Exhibit 15-H DBE Information - Good Faith Efforts Section (C) and noted N/A in this column. It appears that 100% of each bid item was made available to DBE firms.

B. Solicitation effort documentation

258 DBEs were contacted from a list generated by the CUPC database and Small Business Association website. The initial contact, done by fax and email, was made on February 5, 2024. The bid was due on February 22, 2024. Some of the 258 contractors listed in the initial contact are self-certified DBE or small business firms listed on the SBA website and are not listed on the approved CUCP website. In order to meet DBE eligibility, those contractors would also need to be approved by the CUCP. Example ineligible subcontractors are Santos Excavating, Franklin Construction, and Rock Creek Construction.

Email documentation noted 258 DBE firms were attempted contact via e-mail on 2/5/24, and 3 were unsuccessfully delivered. Follow-up e-mails were sent on 02/09/24, 02/13/24, 02/15/24, 02/16/24.

Fax transmission sheets for 34 firms were provided in the GFE document. A fax log noted 50 firms were attempted contact via fax and 18 were successfully sent. Some inconsistencies on how many firms were successfully contacted via fax.

Phone log noted follow-up contact with 34 firms on 02/14/24. Phone follow up with additional firms may have increased the DBE participation on this project.

DBE firms were provided all pertinent project information including bid date and time, project scope for subcontracting, location to view the entire bid invitation, and contact information for follow-up.

Proof of these efforts is provided in the Good Faith Effort submittal.

C. Rejected DBE documentation

ABSL Construction (bid item 21) and Heir & Son Construction (bid item 2) were rejected due to cost. Lamson did not provide all accepted and rejected quotes at the time of original GFE submittal, a requirement of Section D of Exhibit 15-H. This section of the GFE was left blank. Quotes from ABSL, PRS, and T&S were received upon request.

PRS, a non-DBE firm, was chosen instead of ABSL a certified DBE firm for bid item 21, Cold Plane Asphalt Concrete. PRS daily rate of \$4,400 is 80% of ABSL's daily rate of \$5,500. Selecting the DBE firm would have increased the bid item cost by \$222,808.

T&S, a certified DBE was chosen instead of Heir and Sons Construction, also a certified DBE, for bid item 2, Traffic Control System.

D. Publication effort made to advertise the projects to include DBE participation

Published ad on 02/02/24 in the US Dept of Commerce MBDA, USA SBA Subnet, California Bid Register, California Bid Bulletin. Proof in GFE.

E. Agencies, organizations, or groups contacted to provide assistance in contacting, recruiting and using DBEs

Low bidder contacted the following organizations to solicit DBE participation: Sacramento Black Chamber, Sacramento Asian Chamber, NAWBO Sacramento Valley, Sacramento Hispanic Chamber, and Associated General Contractors.

F. Efforts to provide information about the plans, specifications, and contract requirements

The low bidder provided information on how to obtain bid information in the email and the fax solicitations as well as a low bidder contact email and phone number.

G. Assistance with bonding, lines of credit, Insurance, equipment, supplies, materials, and/or services

The low bidder's solicitations included contact information and an interest response request in the email solicitation.

H. Additional data to support a demonstration of Good Faith Effort

The 2nd low bidder, All-American Construction, did not meet the DBE goal of 17%. All-Americans DBE Contract commitment was 9.5%, which is 2.5% higher than the low bidder. However, Knife River Construction, the 3rd lowest bidder did meet the DBE goal with a commitment of 17.36%. However, KRC's bid was \$5,845,590.65, 18% higher than the low bid.

Lamon Construction Co did not take all of the necessary and reasonable steps to meet the DBE goal of 17% based on the follow facts:

- The Low Bidder did not separate the work into economically feasible units on Exhibit 15-H DBE Information - Good Faith Efforts Section (C) and noted N/A in this column.
- Some of the 258 contractors listed in the initial contact are self-certified DBE or small business firms listed on the SBA website and are not listed in the approved CUCP website. In order to meet DBE eligibility, those contractors would also need to be approved by the CUCP.
- Phone log noted follow-up contact with 34 of the 258 firms. Phone follow up with additional firms may have increased the DBE participation on this project.
- Lamon did not provide all accepted and rejected quotes at the time of original GFE submittal, a requirement of Section D of Exhibit 15-H. This section of the GFE was left blank. The Town cannot verify if a non-DBE firm was selected over a DBE firm, without all accepted and rejected quotes.

FINDING OF THE Town of Paradise

The Town of Paradise determined that the Low Bidder **did not** demonstrate Good Faith Efforts to meet the DBE participation goal of this project for the reasons cited in this evaluation.

Submitted by:

Name: Jessica Erdahl

Title: Supervising Project Manager

Approved by:

Name: [Signature]

Title: Public Works Director/Town Engineer

*Must be approved by someone other than the reviewer.



Town of Paradise
Public Works Department
5555 Skyway
Paradise, CA 95969
(530) 872-6291

April 22, 2024

Lamon Construction Co., Inc.
871 Von Geldern Way
Yuba City, CA 95991

RE: On-System Roadway Rehabilitation 2024, Contract No. 7303.3 CON
DBE Goal Good Faith Effort Administrative Reconsideration Hearing

The Good Faith Effort (GFE) to meet the DBE contract goal of 17% by low bidder, Lamon Construction Co., Inc has been determined to be inadequate. Per 49 CFR 26.53(d), the Town of Paradise is inviting the low bidder to an Administrative Reconsideration Hearing for reconsideration of the GFE adequacy. The hearing will be held at 5555 Skyway, Paradise, CA 95969 on the following date/time:

Monday, April 29th, 2025 at 10:00 AM

High level representatives of the Town of Paradise will make up a three-person panel. The Town Manager will chair the Administrative Reconsideration Panel providing the final decision on behalf of the Town of Paradise.

As a part of the reconsideration, Lamon Construction Co., Inc. will have the opportunity to provide written documentation or argument concerning the issue of whether it made an adequate good faith efforts to meet the DBE goal. Within five (5) business days of the reconsideration hearing, the Town of Paradise will send a written decision on the reconsideration, explaining the basis for the findings. The result of the reconsideration process is not administratively appealable to the Town of Paradise, Caltrans or the USDOT.

If you have any questions regarding this hearing, please contact Jessica Erdahl or me at ierdahl@townofparadise.com or mmattox@townofparadise.com, respectively.

Sincerely,

Marc Mattox,
Public Works Director/Town Engineer

Attachments:

1. Caltrans Memorandum – Town of Paradise Good Faith Effort Documentation



Town of Paradise
Public Works Department
5555 Skyway
Paradise, CA 95969
(530) 872-6291

May 6, 2024

Ken Norton, CFO
Lamon Construction Co., Inc.
871 Von Geldern Way
Yuba City, CA 95991

RE: On-System Roadway Rehabilitation 2024
Project No. ER38Y0(012)/HSIPL5425(041)
Contract No. 7303.3 CON
DBE Goal Good Faith Effort Administrative Reconsideration Hearing Determination

Dear Mr. Norton:

At the outset, we want to thank you and the Lamon Construction Co., Inc. (Lamon) team for your bid and for your time attending the DBE Goal Good Faith Effort Administrative Reconsideration Hearing on April 29, 2024. The purpose of the hearing was to allow Lamon the opportunity to provide written documentation or argument concerning the issue of whether it made an adequate Good Faith Effort attempting to meet the DBE contract goal.

The findings of the Administrative Reconsideration Hearing are in consideration of the information presented in the hearing as well as reviews described by California Department of Transportation Memorandum Town of Paradise Good Faith Effort Evaluation dated April 19, 2024 and Town of Paradise Exhibit 9-E Evaluation of Good Faith Efforts dated April 23, 2024.

Administrative Reconsideration Hearing Analysis

A. Outreach Efforts

No discussion on this item.

B. Documentation of Solicitation Efforts and Follow Up

Lamon stated that several hundred emails and phone calls were made, and a clear list had been provided as an attachment in the 15-H. Upon inspection of the list, the Town of Paradise concurs with Caltrans, finding that only 34 phone calls had been made. Lamon States that all local DBE firms received follow up phone calls and all DBE firms received 3 emails regarding the project opportunity.

C. Work Made Available to DBEs

Lamon stated that all items of work were available to be bid by DBE firms. The list on the 15-H concurs with this statement.

D. Rejected DBEs

Lamon stated that Pavement Recycling System (Non-DBE @ \$4,400/day) was chosen over ABSL (DBE @ \$5,500/day) based on price. Lamon did not provide any other support, except to assert that the low bid from Pavement Recycling System required Lamon to incorporate it into Lamon’s bid. Below is a breakdown of the potential DBE increased cost:

Assumptions:

Both contractors could complete the work in the same amount of time.

The only cost associated with the work is the \$4,400/day and \$5,500/day submitted by Lamon.

Pavement Recycling System (PRS) bid item 21 cost \$36,800 (from Exhibit 12-B Part -1) based on \$4,400/day rate.

Total Days Calculation: $\frac{36,800}{4,400} = 8.36 \text{ days}$

ABSL Bid (Based on \$5,500 per day rate): $8.36 * \$5500 = \$45,980$

Bid Increase Using ABSL: $\$45,980 - \$36,800 = \$9180$

Had Lamon accepted the proposal from ABSL it would have been an increase of approximately \$9,200, less than 0.2%, in the total bid price and would have increased their DBE from 6.93% to approximately 7.85%.

Although accepting the bid from ABSL would have been a small change in the overall DBE commitment it would have been 100% of the DBE submittals to Lamon reinforcing Lamon’s Good Faith Efforts. Lamon was not able to provide any justification for not selecting ABSL other than cost. Based on the evidence presented by Lamon the additional cost of \$9,200 would be reasonable for work and scope of this nature.

Pursuant to Caltrans Local Assistance Procedures Manual Chapter 9.8 Anticipated Good Faith Efforts, the following guidance is provided:

- *Negotiating in good faith with interested DBEs. It is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers, and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes: names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for*

subcontracting; and evidence as to why agreements could not be reached with the DBEs who were not selected to perform the work.

- *A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the DBE contract goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make GFEs. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.*

E. Assistance Given on Plans, Specifications, and Contract Requirements

Lamon stated that no links were given to download plans. If any DBE firm had inquired, Lamon would have helped to provide plans to the DBE firms. This concurs with Caltrans findings.

F. Assistance or Services Offered for Bonding, Lines of Credit, Insurance, Equipment, Supplies, Materials

No tangible evidence provided.

G. Contacting Recruitment Agencies

Lamon stated that 10 agencies/organizations were contacted. No response was received from any group as submitted with the 15-H. This concurs with Caltrans findings.

H. Additional Good Faith Efforts

Lamon stated that the justification for Item B Documentation of Solicitation Efforts and Follow Up supported this item as well. This does not provide any additional GFE support.

Separately, Lamon provided a recent GFE for a project that was similar in nature and cost for the City of Oroville that had been approved in December of 2023. Due to no Exhibit 12-B Part 2 or Exhibit 15-G for this project, an appropriate comparison can't be made.

Administrative Reconsideration Hearing Decision

Lamon tried to reach out to DBE's and attempted to get DBE firms to bid on the project. Their documentation demonstrates how they contacted DBE firms to entice them to bid for this project. However, Lamon could have made more phone calls in the attempt to procure more bidders.

Further, Lamon had the ability to increase their DBE by approximately 0.91% but chose to select lower cost in lieu of maximizing the DBE goal. Had Lamon selected ABSL they could have increased their DBE to 7.85% utilizing all the DBE proposals. The reason for rejection does not seem reasonable as the cost difference, less than 0.2%, is minimal for a project this size.

Lamon verbally stated many times during the Reconsideration Hearing that their policy of bid preparation is only to select low bidder subcontractors, regardless of DBE status. This practice is not in the spirit of the DBE Goal and Good Faith Effort requirement to carefully consider, negotiate, and ultimately select DBE firms with potentially higher, yet reasonable, cost implications.

As a result, the Town of Paradise Administrative Reconsideration Hearing Panel concurs with Caltrans' and Town staff's re-evaluation and determined Good Faith Effort by Lamon to be inadequate. With this determination, the Paradise Town Council will consider action relating to the subject contract award, including potentially rejecting all bids and re-advertising the work. In this case, Lamon is encouraged to review contract specifications and requirements for DBE participation and make additional efforts to either (A) meet the goal or (B) demonstrate increased Good Faith Efforts.

The result of the reconsideration process is not administratively appealable to the Town of Paradise, Caltrans or the USDOT. Should you have any questions, please contact Jim Goodwin, Town Manager at jgoodwin@townofparadise.com.

Sincerely,



Jim Goodwin, Town Manager (for)
Crystal Peters, Human Resources & Risk Management Director
Louis Johnson, Supervising Project Manager



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 6(f)

ORIGINATED BY: Marc Mattox, Public Works Director
Eric Reinbold, Police Chief

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Animal Shelter Expansion – PSE Approval and
Authorize Advertisement for Bids.

LONG TERM RECOVERY PLAN: N/A

COUNCIL ACTION REQUESTED:

1. Discuss and consider adopting Resolution No. 2024-___, “A resolution of the Town Council of the Town of Paradise approving the revised plans and specifications for the Animal Shelter Expansion Project and authorizing advertisement for bids on the project.” (ROLL CALL VOTE)

Background:

The Town of Paradise Animal Control Shelter facility has been identified for need of expansion to address the operational needs of the staff, volunteers, and animals served. The Shelter was originally constructed in 1981 with minimal modifications since this time.

During the 2022/2023 Fiscal Year, Paradise Town Council agreed to accept an in-kind donation from Paradise Animal Shelter Helpers (PASH) for the preparation of design building plans. Further the Town of Paradise Town Council approved combined funding \$600,000 the construction of the expansion. As part of this arrangement, PASH agreed to infill the new facility with necessary furniture, equipment and operations items to complete the project.

PASH completed the project design and recently received Town-approved building plans/permits. In summary, the expansion includes improvements as follows:

- More than doubling the capacity for the cat population
- Improved outdoor access and exercise areas for both cats and dogs
- A meet and greet room for people to interact with potential adoptees
- Separate cat and dog isolation and quarantine areas
- Enhanced public reception and staff work areas
- Much needed exam, treatment and bathing rooms
- An indoor storage room for shelter supplies

On October 10, 2023, Paradise Town Council approved the project Plans and Specifications while authorizing staff to seek bids.

On November 16, 2023, the Town Clerk’s Office received and opened two bids for the Shelter Expansion Project. The bid results and Engineer’s Estimate are provided on the next page:

November 16, 2023 Bid Results

Original Engineer's Estimate	\$534,000
Dynamic Trades, Inc.	\$903,676
Experts in Your Home	\$1,303,305

On December 12, 2023, Town Council rejected all bids and provided direction to repackage the Plans and Specifications with a refined bid package by a firm contracted directly by the Town of Paradise. This direct contract would allow staff to use the work products developed by PASH and incorporate lessons learned from the first bid cycle – ensuring that a revised project will meet the standards necessary to reduce cost as much as possible.

Analysis:

Following Council direction, Town staff issued a Purchase Order to Nichols, Melburg and Rosetto Architects + Engineers (NMR) to prepare a new bid package including full plan revisions and updates resulting from site investigations and increased coordination efforts with both Town and volunteer staff.

As a result of the renewed efforts with NMR, additional work was discovered to be required for the successful completion of the expansion project. This additional work includes civil site work, grading, drainage, emergency generator, and other utility work.

With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Advertise for bid:	May 15, 2024
Award Contract:	June 2024
Construction:	Summer to late 2024

The plans and specifications for the project are on file in the Public Works office for review.

Financial Impact:

With the appropriate expansion project fully designed, current estimates for the completion of the project exceed previously identified funding. The current estimates for project construction is \$2.8M.

Staff recommends funding for the Animal Shelter Expansion Project to come from the following sources:

- \$400,000 American Rescue Plan Act (ARPA)
- \$200,000 Measure V FY23/24
- \$500,000 Measure V FY24/25 (new)
- \$1,700,000 Paradise PRO Funds reserved for projects

**TOWN OF PARADISE
RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING THE PLANS AND SPECIFICATIONS FOR THE ANIMAL
SHELTER EXPANSION PROJECT AND AUTHORIZING ADVERTISEMENT
FOR BIDS ON THE PROJECT**

WHEREAS, the original Paradise Animal Shelter was constructed in 1981 and is in need of additional capacity to meet the need of staff, volunteers and animals served: and,

WHEREAS, expansion of the Animal Shelter will:

- More than doubling the capacity for the cat population
- Improved outdoor access and exercise areas for both cats and dogs
- A meet and greet room for people to interact with potential adoptees
- Separate cat and dog isolation and quarantine areas
- Enhanced public reception and staff work areas
- Much needed exam, treatment and bathing rooms
- An indoor storage room for shelter supplies

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

Section 1. The design, plans, specifications and estimates for the Animal Shelter Expansion Project described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the Animal Shelter Expansion Project.

Section 3. The Animal Shelter Expansion Project is exempt from the provisions of the California Environmental Quality Act pursuant to Title 14 California Code of Regulations Section 15301.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 14th day of May 2024, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

By: _____
Ronald Lassonde, Mayor

ATTEST:

APPROVED AS TO FORM

Dina Volenski, CMC, Town Clerk

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 6(g)

ORIGINATED BY: Jessica Erdahl, Supervising Project Manager
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Award Construction Contract - 2024 Off-System Road Rehabilitation
LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Consider adopting Resolution No. 2024- ____, “A Resolution of the Town Council of the Town of Paradise Awarding Construction Contract No. 8407.2 CON, 2024 Off-System Road Rehabilitation Project, to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid and designating authority to the Town Manager to Execute an Agreement with Baldwin Contracting Company, Inc. dba Knife River Construction and to approve contingency expenditures not exceeding 10%”.
(ROLL CALL VOTE)

Background:

Due to the ongoing recovery effort and debris removal operations within the Town and Butte County, the Town’s off-system roadway infrastructure sustained heavy damage in the wake of the Camp Fire. The pavement structural sections were damaged in two ways:

1. Pavement Scarring due to Car Fires – On the day of the Camp Fire, several motorists were required to abandon their vehicles and continue evacuating on foot. The subsequent car fires damaged the pavement, justifying the need for repair.
2. Pavement structural section damage due to heavy truck traffic – Following the Camp Fire, the Town experienced a staggering level of truck traffic. During the CALOES Debris Removal effort, over 3.7 million tons of material was removed, equivalent to approximately 300,000 truckloads. During that same period, PG&E, Comcast, and AT&T restored their damaged distribution infrastructure. Additionally, PG&E removed over 92,000 trees, and an additional 100,000 trees were removed in 2020 as part of the Hazard Tree Removal Program. The volume of trucks using the Town’s off-system roads has resulted in damage to the pavement structural section, justifying the need for rehabilitation.

The Town coordinated with the Federal Emergency Management Agency (FEMA) to secure Public Assistance permanent restoration funding to repair damaged off-system roads town wide. Through the Public Assistance Program, the Town of Paradise has been approved for \$38,290,000 for the off-system road rehabilitation project. The approved project is located on “Off-System” roads. Off-system roadway rehabilitation include roadways that are not on the on-system roadways and will be funded by FEMA.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark

Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Subsequently, in January 2021, task orders were issued to GHD, Dokken Engineering, and Dewberry to perform civil design services on the off-system road rehabilitation project.

The overall scope of work for the Project can be summarized as follows:

Repair Camp Fire damaged off-system roads to achieve a pre-fire condition.

On August 17, 2023 Paradise Town Council awarded Contract No 8407.1.CON, 2023 Off-System Roadway Rehabilitation (Project 1) to Hat Creek Construction and Materials in the amount of their base bid plus additive bid #1,\$5,756,809.

On December 12, 2023 Paradise Town Council adopted a resolution approving the Plans, Specifications and Estimate for the 2024 Off-System Road Rehabilitation. Council further directed staff to advertise for bids.

A vicinity map of the project limits is provided in this Agenda Summary.

Analysis:

On April 9, 2024, 3 bids were received by the Town Clerk and publicly opened. A list of bids received are shown in the table below:

Bid No.	Contractor	Base Bid Amount
X	Engineer's Estimate	\$8,292,000.00
1	All-American Construction, Inc	\$7,480,494.19
2	Baldwin Contracting Company, Inc. dba Knife River Construction	\$7,565,944.94
3	Lamon Construction Co, Inc.	\$7,596,735.41

Per the contract specifications, the award of the contract, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid whose bid complies with all the requirements prescribed. The apparent low bidder at bid opening was All-American Construction, Inc. (AACI) with a base bid of \$7,480,494.19.

On April 16, 2024 Balwin Contracting Company, Inc. dba Knife River Construction submitted a formal bid protest of the bid submitted by All-American Construction, Inc. citing the following deficiencies:

1. Per Section 2.G of the Special Provisions, "In accordance with Public Contract Code 4104 (a)(2)(B), the Town requires a completed subcontractor list at the bid opening. An incomplete subcontractors list results in a non-responsive bid."

2. All-American did not make the Disadvantaged Business Enterprise Goal of 11 % as stated in the Notice to Bidders and did not demonstrate that they made an adequate good faith effort to meet the goal as required in Section 2.H of the Special Provisions.

On April 19, 2024 All-American Construction, Inc. responded to the bid protest with the following responses:

1. First, KRC asserts that AACI did not comply with Section 2.G of the Special Provisions because it did not list a subcontractor for Bid Item #14 or #15. This argument is entirely without merit. AACI will self perform these items of work and therefore was not required to list a subcontractor for said work.
2. Second, KRC's assertions with respect to AACI's DBE efforts must also be rejected since AACI clearly undertook substantial steps to obtain the required DBE participation, and its efforts have met all required good faith standards. For purposes of making a contract award for the Project, a determination as to whether a bidder engaged in an adequate and diligent good faith effort to meet the goal for DBE participation requires the City to make "a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts." See 49 CFR Part 26 (II). As detailed below, AACI's efforts were made in good faith.

See attached Bid Protest and Response letter for additional details.

Staff performed an evaluation of AACI's DBE submittal and Good Faith Efforts and determined that the submitted proposal did not meet the requirements of the Disadvantaged Business Enterprise (DBE) program. A DBE goal of 11% was established for this contract. Per Local Assistance Program Manual (LAPM) Chapter 9 a bidder must, in order to be responsive, make Good Faith Efforts (GFEs) to meet the DBE contract goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient to meet the goal. Second, if the bidder does not meet the goal, the bidder can provide documentation in support of their adequate GFEs. AACI submitted a DBE commitment of 2.24% along with a document outline their Good Faith Efforts made towards meeting the goal. Staff concluded that the GFE submitted by AACI did not demonstrate Good Faith Efforts to meet the DBE contract goal. The Evaluation of Good Faith Efforts is provided in this Agenda Summary.

Per the LAPM, if the Town determines that the apparent successful bidder has failed to meet the GFEs requirements, the Town, before awarding the contract, must provide the apparent successful bidder the opportunity for administrative reconsideration in accordance with 49 CFR 26.53. AACI was invited to attend an Administrative Reconsideration Hearing scheduled for April 29, 2024. The Town received notification via e-mail on April 24, 2024 from Elizabeth Stokes that AACI will not attend the Administrative Reconsideration Hearing. Therefore, having waived its right to a hearing, the Town upheld its determination that the Low Bidder did not make a Good Faith Effort to meet the DBE contract goal of 11%. As a result, the bid submitted from AACI has been deemed nonresponsive. Therefore, staff is recommending award to the next lowest responsive bidder, Baldwin Contracting Company, Inc. dba Knife River Construction, who exceeded the DBE goal with an 11.24% commitment. Knife River Construction's bid is \$85,450.75 (1.1%) higher than the low bidder.

Staff is recommending award of Contract No. 8407.2 CON, 2024 Off-System Road Rehabilitation Project to the 2nd lowest bidder, Baldwin Contracting Company, Inc. dba Knife River Construction, in the amount of their base bid \$7,656,944.94. This recommendation is made after careful review of the Contractor's bid submittals including required Disadvantaged Business Enterprise (DBE)/Section 3 Commitment, DBE/Section 3 Good Faith efforts and subcontractor listings.

Financial Impact:

FEMA Public Assistance funds have been authorized for construction and construction engineering phases at actual documented cost incurred.

The total estimated construction and construction engineering cost for the 2024 Off-System Road Rehabilitation Project is \$9,122,539. The estimated funding breakdown is shown below.

2024 Off-System Road Rehabilitation Project 8407.2 CON

Contract Items	Total Estimated Cost	Total Participating Cost	FEMA/CalOES 93.75 %	CDBG-DR Match 6.25%
Base Bid	\$ 7,565,945	\$ 7,565,945	\$ 7,093,073	\$ 472,872
Contingency (10%)	\$ 756,594	\$ 756,594	\$ 709,307	\$ 47,287
Construction Management	\$ 800,000	\$ 800,000	\$ 750,000	\$ 50,000
Total	\$ 9,122,539	\$ 9,122,539	\$ 8,552,381	\$ 570,159
Total Available Funding	\$ 33,055,108	\$ 33,055,108	\$ 26,380,873	\$ 6,674,235
Balance	\$ 23,932,569	\$ 23,932,569	\$ 17,828,492	\$ 6,104,076

Required Off-System Road matching funds, \$570,159 (6.25%), will be funded by Community Development Block Grant-Disaster Recovery fund.

Attachments:

- A. Resolution
- B. Balwin Contracting Company, Inc. dba Knife River Construction Bid Protest
- C. All-American Construction, Inc. Response to Bid Protest
- D. Evaluation of Good Faith Efforts
- E. All-American Construction, Inc. DBE Submittal
- F. GFE Reconsideration Hearing Notice
- G. 2024 Off-System Road Project Map

**TOWN OF PARADISE
RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AWARDING CONSTRUCTION CONTRACT NO. 8407.2 CON, 2024 OFF-SYSTEM
ROAD REHABILITATION PROJECT, TO BALDWIN CONTRACTING COMPANY, INC.
DBA KNIFE RIVER CONSTRUCTION IN THE AMOUNT OF THEIR BASE BID AND
DESIGNATING AUTHORITY TO THE TOWN MANAGER TO EXECUTE AN
AGREEMENT WITH BALDWIN CONTRACTING COMPANY, INC. DBA KNIFE RIVER
CONSTRUCTION AND TO APPROVE CONTINGENCY EXPENDITURES NOT
EXCEEDING 10%**

WHEREAS, off-system roads sustained damage as a result of the Camp Fire; and,

WHEREAS, the Town of Paradise has received a \$38,290,000 allocation of Federal Emergency Management Agency Public Assistance funds; and,

WHEREAS, the Town of Paradise has received a \$7,308,635 allocation of United States Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery funds as matching funds; and,

WHEREAS, the purpose of the Public Assistance Program is to repair or reconstruct non-federal aid highways and roads (“Off-System”) which have suffered serious damage as a result of natural disasters.

WHEREAS, eligible repairs may include, but are not limited to, damage occurring to pavement or other surface courses, shoulders, embankments, cut slopes, roadside development, and stream channels, whether man-made or natural. Pavement repairs or reconstruction may also include rock slope protection, cribbing, or other stream bank control features, bridges, retaining walls, culverts and debris removal, including other deposits from roadway drainage channels and the traveled way.

WHEREAS, the 2024 Off-System Road Rehabilitation Project is consistent in scope with the approved Public Assistance funds: and,

WHEREAS, the 2024 Off-System Road Rehabilitation Project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire; and

WHEREAS, the Town Council approved the Plans, Specification and Estimates and authorized advertisement for bids on the 2024 Off-System Road Rehabilitation Project on the 12th day of December 2023; and

WHEREAS, the Town Council received three bids, with the apparent low bid being received from All American Construction; and

WHEREAS, the State of California Department of Transportation (“Caltrans”) issued a ruling that All American Construction’s good faith efforts related to the inclusion of disadvantaged business enterprise (“DBE”) subcontractors in its bid fell short of the standard required by Caltrans; and

WHEREAS, the Town of Paradise offered to hold an administrative reconsideration hearing with All American Construction related to its good faith efforts to include bids from DBE subcontractors to give All American Construction an opportunity to provide additional evidence of its good faith efforts; and

WHEREAS, All American Construction waived its right to appear at the administrative reconsideration hearing; and

WHEREAS, the Town of Paradise accepts the determination of Caltrans and declares the bid of All American Construction non-responsive; and

WHEREAS, the next lowest responsive bidder for the 2024 Off-System Road Rehabilitation Project is Baldwin Contracting Company, Inc. dba Knife River Construction.

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 and are incorporated as if fully set forth herein.

Section 2. The Town Manager is authorized to award and execute the construction contract to Baldwin Contracting Company dba Knife River Construction in the amount of their base bid. for the 2024 Off-System Road Rehabilitation Project and approve contingency expenditures not exceeding 10%.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 14th day of May 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

NORTHERN CALIFORNIA DIVISION - CHICO

1764 Skyway
Chico, CA 95928
(530) 891-6555
(530) 894-6220 FAX

April 16, 2024

Town of Paradise
Attn: Public Works Director
5555 Skyway
Paradise, CA 95969

RE: BID PROTEST
Town of Paradise Contract Number: 8407.2 CON
Off-System Roadway Rehabilitation - 2024
Bid Date: April 9, 2024

Mr. Marc Mattox,

Please consider this letter to be a formal bid protest by Knife River Construction of the bid submitted by All-American Construction, Inc. for the following reasons:

1. Per Section 2.G of the Special Provisions, "In accordance with Public Contract Code 4104 (a)(2)(B), the Town requires a completed subcontractor list at the bid opening. An incomplete subcontractors list results in a non-responsive bid."

All-American did not comply with Section 2.G of the Special Provisions.

All-American did not list a subcontractor for Bid Item #14 Full-Depth Reclamation-Cement or Bid Item #15 Cement (FDR-C), therefore their subcontractor list is incomplete. All-American listed Pavement Recycling Services for the pulverizing and grinding work but did not list them for the FDR-C work. Per Public Contract Code 4100, All-American cannot use Pavement Recycling Services for the FDR-C work. (See attachment A)

2. All-American did not make the Disadvantaged Business Enterprise Goal of 11% as stated in the Notice to Bidders and did not demonstrate that they made an adequate good faith effort to meet the goal as required in Section 2.H of the Special Provisions.

According to All-American's 15-G DBE Commitment submittal, they have only committed to a DBE goal of 2.24% which is well below the stated goal of 11%. (See attachment B)

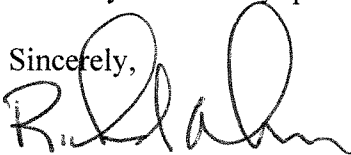
After reviewing All American's 15H Good Faith Effort submittal, it is clear they have not made a good faith effort to meet the stated goals. There is only evidence of 1 written notice sent to a DBE (M&M Electric) as required under Section B of the 15-H and that was sent on the day of the bid.

As required in Section C they have not made enough items of work available to DBE firms to meet or exceed the DBE contract goal. Under Section D All-American states that they did not reject any DBEs but they include a quote from T&S (DBE) in their documentation that includes a DBE quote for traffic control. T&S was apparently rejected for this work. (See attachment C)

Knife River Construction has turned in a completed subcontractors list with our bid and has exceeded the DBE goal of 11% and is therefor the lowest responsible, responsive bidder for this project.

All-American's bid should be deemed non-responsive and the award of the contract should go to Knife River Construction.

Should you have any questions please call Andy Lanier at 530-891-6555.

Sincerely,

Richard A. Lanier
Estimating Manager
Knife River Construction

Cc: File
All-American Construction Inc. via email
Lamon Construction Co., Inc. via email

Exhibit 12-B Bidder's List of Subcontractors (DBE & Non-DBE) -- Part 1

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part I

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms. Federal Project Number: **007-55520-001/PW 363**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				License Number OR Reg Number				
Prime Pacific NW Oil Sacramento, CA	#13 - DIL #ND-OIL	152,889	100%	75296 1000371635	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$2 million <input type="checkbox"/> <\$3 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of firm: yrs	
Chisp Company Woodland, CA	#2-TELEPHONE CABLE #3-2-MONUMENT #5-34-SIGNAL STRUCTURES #0-#1088	156,246.24	2-5% 100% 100% 100%	374600 1000000304	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$2 million <input type="checkbox"/> <\$3 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of firm: yrs	
Tully Consulting Dixon, CA	5-SWFP 4-ROBBER MGMT	20780	100% 4-66%	041354 1000024910	Y	38800	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$2 million <input type="checkbox"/> <\$3 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of firm: yrs	
APCO Goshen, CA	16-DIKE TYPE A	12071.99	100%	78095 100004858	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$2 million <input type="checkbox"/> <\$3 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of firm: yrs	
PPS Jurupa Valley, CA	12-PUWERZE ROAD 20-COLD PUMP	263,302	12-27% 20-66%	SU9352 1000003843	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$2 million <input type="checkbox"/> <\$3 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of firm: yrs	
ST. FRANCIS ELECTRIC SAN CLEMENTE, CA	39-MOD TELEPHONE TELEPHONE	87,000	100%	1003811 1000022098	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$2 million <input type="checkbox"/> <\$3 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of firm: yrs	

Distribution: 1) Original Agency File 2) Copy-DATE W/ Award Package

List of Subcontractors Exhibit 15-G Local Agency Bidder Construction Contract DBE Commitment

Local Assistance Procedures Manual

Exhibit 15-G
Construction Contract DBE Commitment

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: The Town of Paradise 2. Contract DBE Goal: 11%
 3. Project Description: Off System Roadway Rehabilitation Project - 2024
 4. Project Location: Paradise, CA
 5. Bidder's Name: All-American Construction, Inc. 6. Prime Certified DBE: 0 7. Bid Amount: \$7,480,494.19
 8. Total Dollar Amount for ALL Subcontractors: \$644,309.19 9. Total Number of ALL Subcontractors: 6

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
#4	Job Site Management	38300	Tully Consulting Group 707-693-1926	\$18,280.00
#5	SWPPP	38300	Tully Consulting Group 707-693-1926	\$2,500.00
#17	On Haul Trucking HMA	51441	Jabi Trucking 707-319-8853	\$125,000.00
#3	Rented Portable CMS	38721	T & S, Inc. 530-639-9987	\$21,600.00

Local Agency to Complete this Section upon Execution of Award 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature: _____ 27. Date: _____ 28. Local Agency Representative's Name: _____ 29. Phone: _____ 30. Local Agency Representative's Title: _____	15. TOTAL CLAIMED DBE PARTICIPATION: <u>\$167,380.00</u> <u>0</u> 2.24% IMPORTANT: Identify all DBE firms being obtained for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective tier(s) of work listed above must be consistent where appropriate with the names and tier(s) of the work in the "Subcontractors" list submitted with your bid. Written confirmation of all subcontractors is required. 16. Preparer's Signature: <u>[Signature]</u> 17. Date: <u>04/12/2024</u> 18. Preparer's Name: <u>Derrek Stokes</u> 19. Phone: <u>530-617-5111</u> 20. Preparer's Title: <u>Vice President</u>
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DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

Exhibit 15-H DBE Information – Good Faith Efforts

Local Assistance Procedures Manual

Exhibit 15-H

Proposer/Contractor Good Faith Effort

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s) 007-55520-00/PW363 Cost Proposal Due Date _____ PE/CE
 Bid Opening Date 04/09/2024 _____ CON

The Town of Paradise established a Disadvantaged Business Enterprise (DBE) goal of 11% 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-Q1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, please attach additional sheets as needed:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
Valley Contractors Exchange (see attached)	03-11-2024 - Bid Date
Bid America - CA Public Works Const. Planroom (see attached)	03-04-2024 - Bid Date

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Tully Consulting Group	March 12, 2024	Quote Received - Listed as Sub
M&M Electric	March 12, 2024	Email Response of them not bidding
Jabi Trucking	March 25, 2024	Received Rate Sheet - Listed for Trucking
T&S, Inc.	March 12, 2024	Quote Received - Listed for Rental of Portable CMS

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Traffic Control	Pick Y	Rental of Portable CMS	\$21,600	0.00% .29%
Trucking	Pick Y	On Haul HMA	\$125,000	0.00% 1.67%
Striping	Pick N	All Striping Items		0.00%
Concrete	Pick Y	Bid Items 23-25		0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

- No Firms were rejected
- M&M Electric notified us that they would not be bidding this project(email enclosed)

Names, addresses and phone numbers of firms selected for the work above:

Tully Consulting Group 1650 N. Lincoln St. Dixon, CA 95620 - 707-693-1926
 Jabi Trucking Williams, CA 707-319-8553
 T&S, Inc. 18981 Gravel Plant Road, Redding, CA 530-639-9987

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

The project plans and specifications were made available at our office for any DBE sub that was interested in them. They were available via fax, email, hand deliver (if local) and by mail. Our project estimators were also available to answer any questions regarding the bid and or the bidding process.

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

If a DBE subcontractor expressed the need to have assistance obtaining bond, lines of credit or insurance, suppliers, materials or any other services related to this project, All-American Construction, Inc. was ready and willing to assist to the best of our capabilities. No DBE firm requested such help before the time of bid. We are still open to assisting should the need arise.

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
CDOT DBE Search	Phone Log	See attached
Valley Contractors Exchange Ad	Ad on Project Listing	See attached
Bid America-	Ad placed for	See attached
CA Public Works Planroom	DBE Solcitation	

- H. Any additional data to support a demonstration of good faith efforts:

All-American Construction, Inc., is a Union Signatory contractor and feel that we are very diligent to always list and utilize DBE companies. We feel that by placing ads, communicating via phone and email and also by word of mouth we solicited to the best of our ability for this specific project. Paradise is a pretty rural area, so sometimes the resources fall short due to distance from larger cities and the population of surrounding areas.

Proposal for Stormwater Services

Prepared On: April 5, 2024

Project: Off-System Roadway Rehabilitation - 2024 - Paradise / CONTRACT # 8407-2-CON

For: ESTIMATOR / GENERAL CONTRACTOR

Bid Date: 4/9/2024

We're a certified DBE, WBE, and SBE firm specializing in Construction Stormwater General Permit, Industrial General Permit, and 401 Water Quality Permit compliance and Environmental Engineering.

Bid Item	Item Description	Price	Unit	QTY	Subtotal
#5	SWPPP Prepare Stormwater Pollution Prevention Plan per State requirements	\$ 2,500.00	EA	1	\$ 2,500.00
#4	NOI Prepare Notice of Intent for stormwater permit coverage and submit via SMARTS website	\$ 375.00	EA	1	\$ 375.00
	Weekly Inspections Perform visual inspection once per week of stormwater Best Management Practices (BMPs)	\$ 325.00	EA	27	\$ 8,775.00
	Qualifying Precipitation Event Inspections Provide pre-, during-, and post-storm visual inspections of stormwater Best Management Practices (BMPs)	\$ 325.00	EA	8	\$ 2,600.00
	Stormwater Sampling & Analysis Perform stormwater sampling for pH and turbidity, and visual inspection for Qualifying Precipitation Events	\$ 375.00	EA	4	\$ 1,500.00
	Annual Report Prepare Stormwater Annual Report per State requirements and submit via SMARTS website	\$ 600.00	EA	1	\$ 600.00
	NOT Prepare permit Notice of Termination; includes final site photos and key map & final visit by a QSP	\$ 750.00	EA	1	\$ 750.00
	Stormwater Tailgate Binder (Optional) Provide binder containing hard copies of Stormwater Tailgate Training Topics	\$ 50.00	EA	1	\$ 50.00
	Mandatory QSD Inspections Perform Qualified SWPPP Developer inspections within 30 days of construction start and twice annually	\$ 580.00	EA	3	\$ 1,740.00
	Mandatory QSD Services (As Needed) Perform QSD inspections and assistance for NAL Exceedances, COIs, audits, compliance issues, etc.	\$ 145.00	HR	7	\$ 1,015.00
	Mandatory QSP Services (As Needed) Perform QSP inspections and assistance for NAL Exceedances, COIs, audits, compliance issues, etc.	\$ 125.00	HR	7	\$ 875.00
Total				\$	20,780.00

#5 100%

#4 66%



(707) 693-1926 | F: (707) 471-0138
1650 N LINCOLN ST STE A DIXON, CA 95620

ESTIMATING@TULLYGROUP.COM
WWW.TULLYGROUP.COM

Timing & Deliverables

Submittals will be provided in a timely manner, and in electronic PDF format. Hard copies can be provided for a nominal fee upon request.

The Client is responsible for notifying Tully Consulting Group with anticipated start and end dates for this project, as well as when the project is completed, delayed, or suspended.

We appreciate the opportunity to present this proposal. Please contact our Estimating Team if you have any questions at (707) 693-1926 or estimating@tullygroup.com. To submit a work order, please email signed proposals to submittals@tullygroup.com.

Sincerely,

Client's Authorization to Proceed

Signature

Gunner Bermudez

First & Last Name

Tully Consulting Group Estimator

Company

Title

Signature

First & Last Name

Company

Title

TULLY INC., DBA TULLY CONSULTING GROUP
DBE/WBE 38300 SBE (MICRO) 60919 EXP. 12/31/23 TIN 83-0499875
DIR REGISTRATION 1000024960 EXP. 6/30/25 CIVIL ENGINEER'S LICENSE C64354
NAICS: ENVIRONMENTAL CONSULTING SERVICES 541620 CIVIL ENGINEERING 541330

Business & Contact Information

BUSINESS NAME	Tully, Inc.
OWNER	MS. ROBIN TULLY
ADDRESS	1650 N. Lincoln St. Suite A Dixon, CA 95620 [map]
PHONE	707-693-1926
FAX	707-471-0318
EMAIL	robin@tullygroup.com
WEBSITE	http://www.tullygroup.com
ETHNICITY	Hispanic American
GENDER	Female
COUNTY	Yolo (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	CA WCC C8720: CIVIL ENGINEERING; CA WCC C8722: ENVIRONMENTAL ENGINEER; CA WCC C8765: DRAFTING; CA WCC C8852: SWPPP PLANNING; NAICS 541330: Engineering services; NAICS 541340: Drafting services; NAICS 541620: Environmental consulting services

Commodity Codes

Code	Description
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8722	ENVIRONMENTAL ENGINEER
CA WCC C8765	DRAFTING
CA WCC C8852	SWPPP PLANNING
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541620	Environmental consulting services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	38300

Jabi Trucking Inc.
P.O. Box 1446
Williams CA 95987
Contact Info:
Cell: (707) 319-8553
Email: jabitruckinginc@gmail.com

RATE SHEET

Rate Sheet For Private Work:

EQUIPMENT	RATE BY HOUR
Super Ten	\$100
Super Tag	\$100
Super Dump	\$100
End Dump	\$100
Semi Bottom Dump	\$105
Double Bottom Dump	\$105
Transfer	\$125
Ten Wheeler	\$95

Prevailing Rate (On/Off Hauling) :

EQUIPMENT	RATE BY HOUR
Super Ten	\$125
Super Tag	\$125
Super Dump	\$125
End Dump	\$125
Semi Bottom Dump	\$130
Double Bottom Dump	\$130
Transfers	\$145
Ten Wheeler	\$110

I'm an Open in adjusting my rates to your needs, so please let me know

PLEASE NOTE:

- *4 - Hour Minimum Day Work
- **6 - Hour Minimum Night Work
- ***Add \$5.00 per Hour for ALL Night Work
- **** I will Charge Toll, if it is crossed during Job
- ***** We Can also Help you in Finding Dump Sites

County's Covered

- Glenn
 - Butte
 - Colusa
 - Sutter
 - Yuba
 - Yolo
 - Napa
 - Solano
 - Sacramento
 - Sonoma
 - Contra Costa
 - San Joaquin
 - Alameda
 - San Francisco
 - San Mateo
- & MORE!!

**Thank You,
 Ricky S.**

Business & Contact Information

BUSINESS NAME	JABI TRUCKING INC.
OWNER	Mr. Harjinder Singh
ADDRESS	731 Mallard Drive STE 241 Williams, CA 95987 [map]
PHONE	707-319-8553
EMAIL	Ricky@jabitrucking.com
WEBSITE	http://www.jabitrucking.com
ETHNICITY	Subcontinent Asian American
GENDER	Male
COUNTY	Yuba (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	TRUCKER; General Freight Trucking, Local; Specialized Freight (except Used Goods) Trucking, Local

Commodity Codes

Code	Description
CA WCC C9774	TRUCKER
NAICS 484110	General Freight Trucking, Local
NAICS 484220	Specialized Freight (except Used Goods) Trucking, Local

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	51441



18981 Gravel Plant Road
 Redding, CA 96002
 OFF: (530)639-9987
 FAX: (530)466-2613

983087 A, C31
 DVBE Firm #1753009, DBE Firm #38721, SBPW #1753009, DIR REG #1000007688, Union Contractor

SHEET 1 OF 2

ATTENTION ESTIMATOR:

PROJECT: Off-System Roadway Rehabilitation - 2024

BID DATE: April 2, 2024

CONTRACT: 8407.2 CON

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
35	RESET ROADSIDE SIGN	EA	3	\$1,000.00	\$3,000.00
TRAFFIC CONTROL SYSTEM		UNIT OF MEASURE		UNIT PRICE	
	PILOT CAR & DRIVER: 8 HR	WEEK DAY		\$1,100.00	
	PILOT CAR OVERTIME FOR EACH PERSON	HOUR		\$135.00	
	2 FLAGGERS 8 HR MINIMUM** PICKUP, 8 SIGNS, 50 CONES	WEEK DAY		\$1,650.00	
	ROVER BUMPING FLAGGING CLOSURES 8 HR MINIMUM	WEEK DAY		\$1,150.00	
	EACH ADDITIONAL FLAGGER 8 HR MINIMUM	WEEK DAY		\$750.00	
2	FLAG OVERTIME FOR EACH PERSON	HOUR		\$125.00	
	RUMBLE STRIPS FOR FLAGGING CLOSURE (1 SET OF 12 STRIPS)	SHIFT		\$130.00	
	ADDITIONAL BARRICADE MOUNTED SIGNS (PER SHIFT)	EACH		\$5.00	
	ADDITIONAL CONES (PER SHIFT)	PER 100		\$50.00	
	CHANNELIZING DEVICES LEFT ONSITE (EACH)	PER DAY		\$2.00	
	CONSTRUCTION AREA SIGNS <i>If 20 or more signs are installed, mobilization charge will not apply</i>	EACH		\$295.00	
		MOBILIZATION (EACH)		\$2,000.00	
	PORTABLE CHANGEABLE MESSAGE BOARD SIGN	MONTH		\$900.00	
		WEEK		\$500.00	
	PORTABLE LIGHT TOWER	MONTH		\$850.00	
		WEEK		\$450.00	
MOBILIZATION, DEMOBILIZATION AND SET UP OF RENTAL EQUIPMENT (TRUCK AND TRAILER LOADS)				\$175 per hour Portal to Portal	
MOBILIZATION, DEMOBILIZATION AND SET UP OF RENTAL EQUIPMENT (PICKUP TOWING UP TO TWO PIECES OF EQUIPMENT)				\$125 per hour Portal to Portal	
PREMIUM RATES: 20% INCREASE TO SHIFT RATES FOR SATURDAY, 40% INCREASE FOR SUNDAY AND HOLIDAYS					
IF CONES ARE NEEDED FOR THE RENTAL EQUIPMENT, THERE WILL BE A ONE TIME FEE OF \$250.00 CHARGED AT THE START OF RENT.					
FOR FLAGGING AT NIGHT, LIGHT TOWERS SUPPLIED BY OTHERS. T AND S CAN PROVIDE LIGHT TOWER RENTALS FOR THE ABOVE RATES. FUEL SUPPLIED BY OTHERS.					
** PRICE INCLUDES \$ WAIT FOR PILOT CAR SIGN SETUPS. ADDITIONAL SIGNS WILL BE \$5.00 EACH PER SHIFT.					
ADDITIONAL SERVICES	ASPHALT OIL HAULING (trucks and tanks owned by T&S), OPERATED WATER TRUCKS, ROADSIDE SIGNS, CONSTRUCTION AREA SIGNS, TRAFFIC SAFETY PRODUCT SALES/RENTALS, END-DUMPS, FLAT-BEDS, WATER TRUCKS, TRAFFIC CONTROL				



4952 S. Barney Rd.
Anderson, CA 96007
OFF: (530)639-9987
FAX: (530)466-2613

983087 A, C31
DVBE Firm #1753009, DBE Firm #38721, DIR REG #1000007688, Union Contractor

SHEET 2 OF 2

Traffic Control and Sign Quote Provisions

CONTRACT: 8407.2 CON

BID DATE: 4/2/2024

No items on this quote will be deleted unless approved by T and S DVBE, Inc. prior to bid opening.

Due to Caltrans labor compliance, any shift starting on Sunday will be subject to a 40% increase, and overtime rates a 20% increase. The prevailing wage determination for traffic control does not allow for a modified work week for traffic control technicians.

Let's Go Brandon fuel escalations: Crash trucks rates will increase \$1.50 per engine hour for every \$0.25 increase in fuel price starting from \$7.00. Therefore, when gas prices get to \$7.25 per gallon, there will be a \$1.50 per engine hour and so on.

Meal periods and proper rest periods must be given to all traffic control personnel on job site. If they are not provided, the additional hourly costs as indicated in the union agreements and/or California Labor Code (whichever prevails) will be added to the daily billing. Meal periods must be given as follows: 1 before 8 hours, 1 after 10 hours and 1 after 12. Missed meal periods cost 1/2 hour of overtime each, however employees must take at least 1 meal period off the clock after 10 hours.

Working Time:

All pricing is based on consistent working weeks/days. Prices are subject to change if prime contractor contracts T AND S DVBE Inc. less than full 5 days of the week's we are dispatched. Mobe will be charged at \$150.00 per hour to and from Redding.

Mobilization: T and S will mobilize on an as available basis. With respect to other contracts and customers, T and S is available on a first come first serve basis.

Non traffic control items exclude any and all traffic control, electrical and water pollution control work. Cutting and coring of concrete is excluded. Sign post anchors can be provided prior to pouring sidewalk, so they can be wet set. Coring of concrete can be provided for \$250 per hole. Layout of signs or delineation by others. Temporary supports for permanent signs provided by others as needed.

Traffic control trucks come equipped with signage for closures and speed reduction. Radar trailers and PCMS are not included.

Cones left onsite for edgeline delineation or anything other than temporary traffic control will be charged \$2.00 each per day for rental.

Construction area signs will be removed and T and S DVBE, Inc. will retain possession of said signs. All stationary mounted detour signs shall be installed at the beginning of the project covered. Uncovering and re-covering as needed by others unless T and S is on site providing traffic control. All portable detour signs will be delivered to the job site. Additional fees will be charged for any damage, vandalism, theft or relocation of signs. Painting USA marks provided by others, so T And S can call in to Underground Service Alert. If T and S has to paint USA marks, additional mobilization charges will be applied at a rate of \$110.00 per hour portal to portal from Redding.

To cover yearly union wage increases, all traffic control rates with personnel associated to them will increase 2% on July 1 of every year starting in 2024.

Radios: Our pilot car(s) and flaggers will be equipped with VHF and UHF 2-way radios. Our pilot cars and flaggers will be equipped with CB radios for communication with your truckers and other CB-equipped equipment.

Rental Equipment: The Prime Contractor shall be responsible for any damage or loss to/of the equipment due to traffic conflicts, vandalism, theft, acts of nature or mishandling by Prime Contractor's staff, this includes batteries. The Prime Contractor will NOT be responsible for maintenance of the operational capabilities, except for operational difficulties and repairs brought about by such traffic conflicts, vandalism, acts of nature or mishandling by Prime Contractor's staff. Prime contractor is responsible for all lost stolen or damaged equipment on job site. (Includes all non-powered equipment) A daily record of items used will be provided by T and S DVBE Inc. for the prime contractor to sign off on. All water for crash cushions supplied by others. All components for crash cushions shall be returned to T and S DVBE including anchor bolts. Cones for tapers delineating rental equipment are not included. Rental rate for cones above.

Insurance: T AND S DVBE, INC. maintains insurance coverage's as required by USDOT-FHWA, Caltrans (Commercial General Liability, Commercial Auto, and Workers Comp); any additional coverage's required by the Prime Contractor can be acquired by us at the Prime Contractor's sole expense (e.g., Workers' Comp Waiver of Subrogation, Excess Liability umbrella).

Inclusion of these entire quotations in Subcontract or Work Order is required either within the body of the Subcontracts/Work Orders or appendices to and referenced within the Subcontract/Work Order. Such inclusion and /or referencing in no way obligates the Prime Contractor to use any of the optional quotations above.

Acknowledgement & Agreement: By appointing or listing T AND S DVBE, INC. as a subcontractor on this project, the Prime Contractor acknowledges and agrees to all applicable terms and conditions as stated above and in the descriptions below.

All Payments (There will be no payment retention on traffic control)

T AND S DVBE INC. will bill every two weeks. Invoice due and payable 30 days from date of invoice. Customer agrees to pay a finance charge of 1.5% per month on all past due balances. Customer further agrees to pay reasonable attorney's fees and cost if collection is required. Venue for the purpose of this obligation shall be Shasta County, CA. T AND S DVBE Inc. will be paid within 30 days of invoicing or work shall stop until payment is made.

Acceptance of this quote is acceptance of these provisions, which shall prevail if in conflict with any other contract documents. This quote must become a binding part of any contract written in reference to it.

No retention is to be held on Traffic Control and Equipment Rental.

Maintenance or replacement of temporary traffic control items such as channelizers and barricades by others.

John Bailey
Estimator
530-949-0270
john@trnsdvbe.com

Business & Contact Information

BUSINESS NAME	T AND S DVBE, INC.
OWNER	MS. TAREN FORDE
ADDRESS	18981 Gravel Plant Rd. Redding, CA 96002 [map]
PHONE	530-250-5875
FAX	530-466-2613
EMAIL	taren@tandsdvbe.com
WEBSITE	http://www.tandsdvbe.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Shasta (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	General Freight Trucking, Local

Commodity Codes

Code	Description
CA WCC C0639	ASPHALT SUPPLIER (BULK ITEM)
CA WCC C1200	CONSTRUCTION AREA SIGNS
CA WCC C1201	TRAFFIC CONTROL SYSTEM
CA WCC C1290	TEMPORARY RAILING (TYPE K)
CA WCC C1901	ROADWAY EXCAVATION
CA WCC C1910	GRADING
CA WCC C1970	EMBANKMENT CONSTRUCTION

CA WCC C1980	IMPORTED BORROW
CA WCC C5620	ROADSIDE SIGN
CA WCC C6650	CORRUGATED METAL PIPE (CSP)
CA WCC C8201	OBJECT MARKER
CA WCC C9602	BOTTOM DUMP TRUCKING
CA WCC C9605	FLAT BED TRUCKING
CA WCC C9606	WATER TRUCK
CA WCC C9607	END DUMP TRUCK
CA WCC C9608	ASPHALT OIL TANKERS
CA WCC C9774	TRUCKER
NAICS 238990	All Other Specialty Trade Contractors
NAICS 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
NAICS 484110	General freight trucking, local
NAICS 484121	General Freight Trucking, Long-Distance, Truckload
NAICS 484220	Specialized Freight (except Used Goods) Trucking, Local
NAICS 484230	Specialized Freight (except Used Goods) Trucking, Long-Distance

Additional Information

WORK DISTRICTS/REGIONS	Butte, Lassen, Modoc, Plumas, Shasta, Tehama
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	38721

DBE
Solicitation

All-American Construction, Inc.

Requesting sub-bids from the following qualified firms: **DBE** for the following project.

If "Other": Other

Post ID: 223042

March 4, 2024

Off-System Roadway Rehabilitation 2024

Project Information

Bid Date: 04/02/2024 - 2:00 pm

DBE Proposal Due Date: 04/01/2024 - 3:00 pm

Owner (Agency): The Town of Paradise

Number (Agency): 8407.2

County: Modoc / Lassen / Plumas / Butte / Sierra / Yuba / Sutter

Location: Paradise, CA 95969, USA

Contact Information

Name: Elizabeth Stokes

Email: liz@all-americanconstructioninc.com

Phone: 530-617-5111

Fax: 530-267-5236

Website: n/a

Address: 1700 Acacia Avenue, Sutter, CA 95982

Advertised DBE Scope of Work

All-American Construction, Inc. is an Equal Opportunity Employer that is signatory to the Operating Engineers, Laborers and Cement Masons. All subcontractors must be licensed in the State of California.

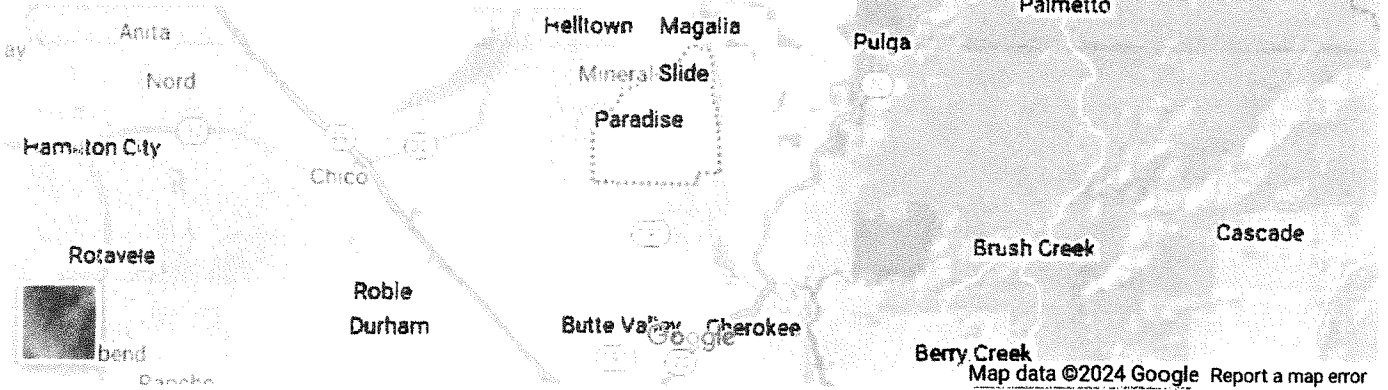
All-American Construction, Inc., is willing to assist with obtaining bonding, insurance, equipment and materials and is willing to break down items into economically feasible packages to encourage participation from DBE companies. The Plans and Specifications for the project are made available at our office as well as at the Town of Paradise website through Public Purchase. All-American Construction, Inc. is requesting quotes from all qualified DBE subcontractors and suppliers for the following items of work, including but not limited to: Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Management, Water Pollution Prevention Plan, Street Sweeping, Clearing and Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Pulverized Roadbed, Asphaltic Emulsion, Full-Depth Reclamation-Cement, Asphaltic Emulsion(FDR), HMA (Type A), Place HMA, Cold Plane Asphalt Concrete Pavement, Remove Asphalt Concrete Dike, Adjust Inlet, Minor Concrete (Curb and Gutter), Minor Concrete (Sidewalk), Minor Concrete (Curb Ramp), Remove Concrete, Detectable Warning Surface, Adjust Monument Cover to Grade, Adjust Access Box Frame and Cover (Utility), Adjust MH Frame and Cover (Storm Drain), Adjust MH Frame and Cover (Utility), Remove and Replace Monument, Lower and Raise Frame and Cover (Utility), Reconstruct Fence (Type CL-4), Resent Roadside Sign, Thermoplastic Pavement Marking, 6" Thermoplastic Traffic Stripe, Pavement Markers (Retroreflective-Recessed), Modify Traffic Signal, all trucking and supply of materials. We request that all quotes be received 24 hours before bid deadline.

Where to find the plans & specs?

Contact Us

Paradise
California 95969

[View larger map](#)



Edit The Project Information

Note: Only the Author can edit this advertisement.

Project Title: *

Off-System Roadway Rehabilitation 2024

Project Owner (Agency): *

The Town of Paradise

Project Number (Agency): *

8407.2

Project Bid Date: *

04/02/2024



Project Bid Time: *

2:00 pm

DBE Proposal Due Date: *

04/01/2024



DBE Proposal Due Time: *

3:00 pm

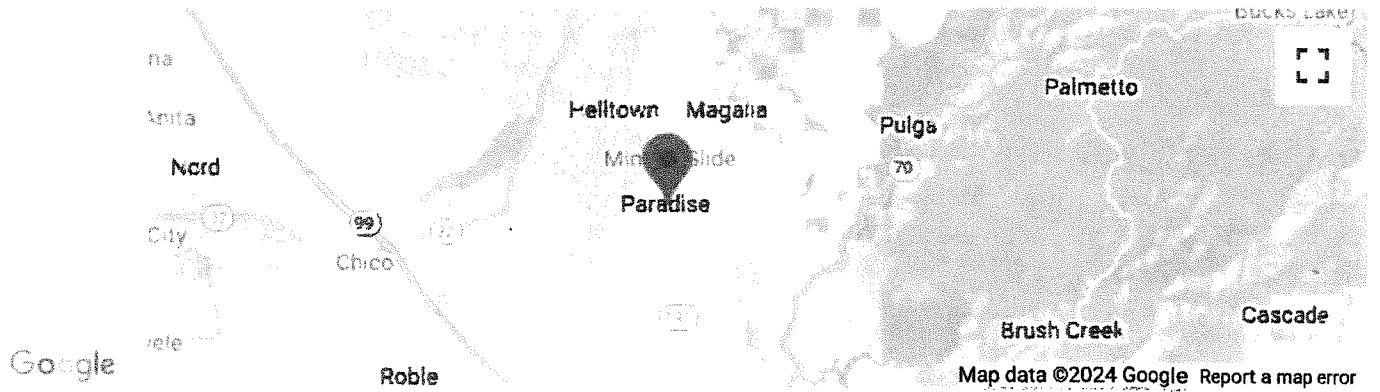
DBE Certified Business Codes: *

- DBE
- UDBE
- WBE
- MBE
- DVBE
- SBE
- SDBE
- SMBE
- SLBE
- SDVOSB
- ELBE
- VOSB
- HUBZone
- 8A Certified
- Other

Project Location: *

Paradise, CA 95969, USA

Show/Hide coordinates | Use my location



Project County: *

Modoc / Lassen / Plumas / Butte / Sierra / Yuba / Sutter

Where can subcontractors view the Plans and Specifications: *

Contact Us

Other

DBE Trades Requested: *

All-American Construction, Inc. is an Equal Opportunity Employer that is signatory to the Operating Engineers, Laborers and Cement Masons. All subcontractors must be licensed in the State of California. All-American Construction, Inc., is willing to assist with obtaining bonding, insurance, equipment and materials and is willing to break down items into economically feasible packages to encourage participation from DBE companies. The Plans and Specifications for the project are made available at our office as well as at the Town of Paradise website through Public Purchase

this is a placeholder *

Jason

March 4, 2024

Post ID Search

Search...

Archives

March 2024 (123)

February 2024 (1)

January

2022

May

March 2023 (17)

(2)

May (1)

Email

•

Phone



PROJECT SAVED - 3-2-24
 W/ DBE SOLICITATION
 (SEE LAST PAGE FOR PROJECT ACTIVITY)

User Notes

[3/28/2024] Jordan Franco : We are requesting quotes from all qualified subcontractors and suppliers, including all certified DBE subcontractors. We are soliciting quotes for all items. Please email quotes to castillo@all-americanconstructioninc.com [Edit](#)

Note Text

Enter Note

[Documents](#) ▾

[Project Actions](#) ▾

Select Interest

Yes
(Clear)

No

Maybe

Although this job has bid, we have not yet received the results from the owner

APR 9 OFF-SYSTEM ROADWAY REHABILITATION - 2024
 Location: Paradise Butte CA 95969
 When: 2:00 PM

Status:	Bidding	BIN #:	
Postponed:	No		
Bid Time:	2:00 PM		
Status:	Bidding	Postponed:	No
Public Works:		City:	Paradise
Street:		Zip Code:	95969
County:	Butte		
Project Type:	Public Works	Bid Packages:	No
Estimate Low:	\$8,212,841	Estimate High:	\$8,212,841
Contract#/Ref:	8407.2 CON	Published Date:	3/1/2024
Plan Status:	Online	Spec Status:	Online
Plans Cost:			

Description:

Work consists of roadway rehabilitation. The work will include roadway excavation, asphalt concrete overlay, full depth reclamation and pulverization, clearing and grubbing, removal and construction of concrete curbs, gutters, curb ramps, sidewalks, driveways, adjusting drainage facilities and utilities to grade, signing and striping, and other items of work.

License Required: A or combination of classes

Questions must be submitted in writing through Public Purchase, www.publicpurchase.com at least five calendar days before bid.

Bid Date Information

Bid Date	Bid Time	Extended	Bid Date Change
4/9/2024	2:00 PM	Yes	Yes


Addenda & Updates

Number	Type	Entered
01	Addenda	3/25/2024
02	Addenda	4/2/2024
Update	Bidders List	3/28/2024


464

Project Contacts


Questions

 Town of Paradise

Owner


 Town of Paradise


Bidders

Send Email to Bidders 

* = Confirmed Bidder / Plan Holder


General Contractor


 All-American Construction, Inc. *
jordan@all-americanconstructioninc.com
Ph:(530) 617-5111 Live Oak CA


 Granite Rock Company *
estimating@graniterock.com
Ph:(408) 574-1400 San Jose CA


 Knife River Construction *
marc.madsen@kniferiver.com
Ph:(530) 891-6555 Chico CA

 Knife River Construction
levi.hubbard@kniferiver.com
Ph:(530) 519-3508 Chico CA


 Lamon Construction Co., Inc. *
jzulich@lamonconstruction.com
Ph:(530) 845-2282 Yuba City CA

 McGuire and Hester *
estimating@mcguireandhester.com
Ph:(916) 372-8910 Sacramento CA


 Perrin Construction, Inc. *
matt@perrinconstructioninc.com
Ph:(530) 241-3300 Redding CA

 Teichert Construction *
estimating@teichert.com
Ph:(916) 757-6400 Roseville CA


Consultant

 Sierra Stormwater Consulting LLC *
cscott@sierrastormwater.com
Ph:(925) 683-9752 Rocklin CA

SBE/SB-PW providing SWPPP and WPCP development and inspections.

 Tully Consulting Group
Estimating@tullygroup.com
Ph:(707) 693-1926 Dixon CA

SWPPP & WPCP plans and inspection services. DBE/WBE/SBE

 Verux, Inc.
Sierra@veruxinc.com
Ph:(916) 930-6000 Sacramento
California

vCard **All-American Construction, Inc.(530) 617-5111(530) 267-5236**
 03/02/2024SAVED vCard **All-American Construction, Inc.(530) 617-5111(530) 267-5236**
 03/02/2024VIEWED vCard **All-American Construction, Inc.(530) 617-5111(530) 267-5236**
 03/02/2024VIEWED vCard **All-American Construction, Inc.(530) 617-5111(530) 267-5236**
 03/02/2024VIEWED vCard **All-American Construction, Inc.(530) 617-5111(530) 267-5236**
 03/02/2024VIEWED vCard **Rock Creek Construction, Inc.(530) 514-4868**
 03/01/2024VIEWED vCard **Marina Landscape, Inc.(714) 939-6600(714) 935-1199**
 03/01/2024VIEWED vCard **The Professional Tree Care Co.(510) 908-5783(510) 549-3965**
 03/01/2024VIEWED vCard **Franklin Construction, Inc.(530) 343-9600(530) 343-4245**
 03/01/2024VIEWED vCard **The Professional Tree Care Co.(510) 908-5783(510) 549-3965**
 03/01/2024VIEWED vCard **RaPiD Construction Inc(775) 883-4269(775) 883-4269**
 03/01/2024VIEWED vCard **Mountain Cascade, Inc.(925) 373-8370(925) 373-0940**
 03/01/2024VIEWED vCard **S.T. Rhoades Construction Inc.(530) 223-9322(530) 223-9222**
 03/01/2024SAVED vCard **S.T. Rhoades Construction Inc.(530) 223-9322(530) 223-9222**
 03/01/2024VIEWED vCard **Tully Consulting Group(707) 693-1926(707) 471-0318**
 03/01/2024VIEWED vCard **Tully Consulting Group(707) 693-1926(707) 471-0318**
 03/01/2024SAVED vCard **Tully Consulting Group(707) 693-1926(707) 471-0318**
 03/01/2024VIEWED vCard **JAM Services, Inc.(925) 455-5267(925) 455-1148**
 03/01/2024VIEWED vCard **M & M Hansen Communications Contracting(530) 276-4679(530) 000-0000**
 03/01/2024VIEWED vCard **Vulcan Materials Company(530) 534-4517(530) 534-6263**
 03/01/2024VIEWED vCard **St. Francis Electric(510) 639-0639(510) 639-4653**
 03/01/2024VIEWED vCard **T & S Construction, Inc.(916) 381-3052(916) 387-1861**
 03/01/2024VIEWED

Page 1 of 1

Search Parameters

[Edit Parameters](#) [Clear Parameters](#)

CERTIFICATIONS

Disadvantaged Business Enterprise (DBE)

COMMODITY CODES

**NAICS 237: Heavy and Civil Engineering Construction
NAICS 2373: Highway, Street, and Bridge Construction
NAICS 23814: Masonry Contractors**

STATE

CA

COUNTY

Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Mendocino, Nevada, Placer, Sacramento, San Joaquin, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba

Search Results

0 firms with **0** certifications found

Your search parameters did not return any matches. Click [Edit Parameters](#), modify the information in the fields above and click Search Again.

Elizabeth Stokes

From: Audrey Daugherty <alynn@sacmmelectric.com>
Sent: Tuesday, April 9, 2024 10:55 AM
To: Elizabeth Stokes; Logan Teal
Subject: RE: Off System Road Rehab-Paradise

Hi Elizabeth,
M&M is not bidding this one.

Thank you for checking!!
Audrey Daugherty
M&M Electric
1600 Auburn Blvd.
O 916-929-0150
C 916-990-5612
F 916-929-1168

From: Elizabeth Stokes <liz@all-americanconstructioninc.com>
Sent: Tuesday, April 9, 2024 10:50 AM
To: Audrey Daugherty <alynn@sacmmelectric.com>; Logan Teal <logan@sacmmelectric.com>
Subject: Off System Road Rehab-Paradise
Importance: High

Hi there,
Are you guys sending a quote out for this project that bids today?

Elizabeth Stokes
Office Manager & Notary Public

All-American Construction, Inc.
Physical/Mailing Address:
1700 Acacia Avenue

April 19, 2024

VIA EMAIL AND FEDERAL EXPRESS

Town of Paradise
Attn: Public Works Director
5555 Skyway
Paradise, CA 95969

Re: Contract No. 8407.2 CON
Off-System Roadway Rehabilitation - 2024
Response to Bid Protest of Knife River Construction

Dear Public Works Director

We are the attorneys for All-American Construction Incorporated ("AACI"), the lowest responsive, responsible bidder on the Off-System Roadway Rehabilitation - 2024 project (the "Project") for the City of Paradise, as owner ("City"). This letter responds to the April 16, 2024 bid protest letter submitted by Knife River Construction ("KRC"), which challenges the bid submitted by AACI. KRC speciously contends that AACI did not list all subcontractors and did not make a good faith effort to meet the required DBE goal and that AACI's bid should therefore be rejected as nonresponsive.

As detailed below, KRC's bid protest is without merit and must be denied. There is no evidence that AACI failed to list all subcontractors. Further, AACI undertook substantial steps to obtain the required DBE participation, and its efforts have met all required good faith standards. KRC's bid protest is clearly a desperate and unfounded attempt to obtain a project to the City's detriment,¹ and KRC's factual allegations are controverted in this letter.

First, KRC asserts that AACI did not comply with Section 2.G of the Special Provisions because it did not list a subcontractor for Bid Item #14 or #15. This argument is entirely without merit. AACI will self perform these items of work and therefore was not required to list a subcontractor for said work.

Second, KRC's assertions with respect to AACI's DBE efforts must also be rejected since AACI clearly undertook substantial steps to obtain the required DBE participation, and its efforts have met all required good faith standards. For purposes of making a contract award for the

¹ AACI's is ready, willing, and able to perform this Project for the City, and AACI's bid price is more than **\$80,000.00** lower than KRC's bid price.

Project, a determination as to whether a bidder engaged in an adequate and diligent good faith effort to meet the goal for DBE participation requires the City to make “a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts.” *See* 49 CFR Part 26 (II). As detailed below, AACI’s efforts were made in good faith.

The documentation provided by AACI through its comprehensive Good Faith Efforts (“GFE”) form and accompanying supporting documentation establishes that AACI fully complied with all requirements of the City’s bidding documents regarding the required good faith efforts necessary to satisfy the City’s DBE participation goal. AACI advertised for DBE bids for all Project scopes of work in both the Valley Contractors Exchange and the Bid America – CA Public Works Construction Planroom. AACI then listed and will be using all three DVBE entities from whom AACI received a quote. While AACI was not able to achieve the 11% DBE goal, its failure was not due to a lack of effort. Contrary to what KRC contends, AACI made an extensive and **good faith effort** to meet the DBE participation goals.

KRC contends that “there is only evidence of 1 written notice sent to a DBE (M&M Electric) as required under Section B of the 15-H and that was sent on the day of bid.” However, Section B of the 15-H form is not required in order for the City to find that AACI has made a good faith effort. It is merely one factor in the consideration.

Furthermore, KRC contends that AACI has not “made enough items of work available to the DBE firms to meet or exceed the DBE contract goal.” This assertion is patently false. AACI’s solicitation for DBE’s on Bid America and with the Valley Contractors Exchange advertised for all scopes of work on the Project – 100% of the contract value. It cannot therefore be disputed that sufficient work to meet the goal was made available to DBE firms.

As demonstrated herein, AACI has refuted each contention made by KRC in its bid protest letter, and AACI fully and completely complied with the City’s requirements for compliance with the good faith efforts to satisfy the City’s DBE participation goal. As such, the City should proceed with its intended award to AACI as the lowest responsive, responsible bidder.

If you require additional information or clarification of any of the information contained in this letter, please do not hesitate to contact the undersigned.

Sincerely,

MURPHY AUSTIN ADAMS SCHOENFELD LLP



LISA D. NICOLLS

EXHIBIT 9-E EVALUATION OF GOOD FAITH EFFORTS

Memorandum**To:** PROJECT FILE**Date:** 4/22/24

Federal-Aid Project Number: FEMA PW 363

Bid Opening Date: 4/9/24

Bidder: All-American Construction, Inc.

Type of Work: Off-System Road Rehabilitation

Bid Amount: \$ 7,480,494.19

From: Town of Paradise**Subject:** Evaluation of Good Faith Efforts

The Town of Paradise established a Disadvantaged Business Enterprise (DBE) goal of 11% for this contract. The bidder commits 2.24 % DBE participation. The Town of Paradise's evaluation of the apparent low bidder's Good Faith Efforts is based on Section 9.9 of the Local Assistance Procedures Manual and Appendix A in Part 26 of Title 49 of the Code of Federal Regulations. The efforts of the bidder were reviewed by the Town of Paradise from the information provided in Exhibit 15-H: Proposer/Contractor Good Faith Efforts signed and submitted by All American Construction.

The Town of Paradise determined that the Low Bidder did not demonstrate Good Faith Efforts to meet the DBE participation goal of this project for the reasons cited in this evaluation.

EVALUATION**A. Items of work the bidder made available to DBE firms**

The Low Bidder stated on Exhibit 15-H Section C that the following items of work were made available to DBE firms: Traffic Control 0.29%, Trucking 1.67% , Striping 1.4%, Concrete 2.3%, totaling 5.66% of the total bid amount. No DBE firms were rejected. T&S DVBE was only selected for PCMS sign rental and not all of the traffic control bid item, which was 4.1% of the total percentage of work. Further, the low bidder did not make enough work available, as a percentage of total work, to meet the DBE goal of 11%. The amount of work made available relative to the goal was not adequate. Therefore, the low bidder did not make an adequate good faith effort to meet the goal.

Although Exhibit 15-H Section C noted the above items of work were made available to DBE firms, the Bid American solicitation for DBE firm participating noted all bid items were available.

B. Solicitation effort documentation

Low bidder indicated written notice solicitation on 3/12/24 with 4 firms, but did not provide evidence of solicitation for 3 of them. GFE included an E-mail solicitation with 1 firm, M&M Electric who noted they were not bidding the project. M&M Electric of Sacramento was contacted by the Town of Paradise on 04/19/24 regarding their DBE status. They indicated that they do not qualify as a DBE firm. No record in the Caltrans B2Gnow Database was found for M&M electric.

They also advertised through Valley Contractors Exchange and Bid American. Low bidder generated a list by the Caltrans DBE Query Database, which noted 0 DBE firms matching the search criteria. Town performed an independent search of the B2Gnow Database with the same parameters and identified 39 DBE firms (document attached). Further, search parameters performed by Low Bidder did not cover all commodity codes as it relates to bid items. For instance, striping, traffic control, grinding, SWPPP, etc. A recent search by Caltrans of the B2Gnow Database for a similar Town of Paradise project has identified 219 certified DBE firms in District 3.

Low Bidder GFE did not indicate sufficient evidence that all available DBE firms in the region were contacted and provided information on the project. GFE indicates that 3 of the 39 identified DBE firms were directly solicited. The GFE did not provide any evidence, phone logs, faxes, or e-mails that the other 36 firms were contacted. Had they followed up with additional firms, All-American could have increased DBE participation.

Use the California Unified Certification Program online database at:
<https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>

C. Rejected DBE documentation

No DBEs were rejected, however T&S DVBE was only selected for a small portion of the traffic control bid item 0.29% of the 4.1% available. GFE does not indicate why T&S was not selected for all Traffic Control. No other subconsultant is listed for the Traffic Control bid item, therefore it is assumed that this item of work will be self-performed.

Although no quotes were rejected, if T&S was selected for the entire Traffic Control bid item, it would have substantially increased the DBE commitment.

D. Publication effort made to advertise the projects to include DBE participation

Published advertisement on 03/04/24 to the Valley Contractors Exchange and Bid America CA Public

E. Agencies, organizations, or groups contacted to provide assistance in contacting, recruiting and using DBEs

No evidence in GFE that low bidder contacted other organizations, including minority or women's community organizations, other agencies or groups to recruit DBE participation,

F. Efforts to provide information about the plans, specifications, and contract requirements

The low bidder provided information on how to obtain bid information in the advertisements as well as a low bidder contact email and phone number.

G. Assistance with bonding, lines of credit, insurance, equipment, supplies, materials, and/or services

The low bidder's solicitations indicated they can provide assistance with obtaining bonding, insurance, etc. There is no evidence in the GFE that All-American assisted any DBE subcontractor and/or supplier during the bid advertisement period.

H. Additional data to support a demonstration of Good Faith Effort

Low bidder GFE did not include e-mail, phone log, or other means of solicitation of DBE firms, other than advertisements noted above and 1 e-mail to M&M electric.

The 2nd Lowest bidder, Knife River Construction (KRC) did meet the DBE goal, with a commitment of 11.24%. KRC's bid was \$7,565,944.94, \$85,450.75 (1.1%) higher than the low bidder. The Town has determined that with additional reasonable efforts, the apparent low bidder, All-American Construction could have met the goal, or had a substantially higher DBE Contract commitment.

FINDING OF THE TOWN OF PARADISE

The Town of Paradise finds that the Low Bidder did not demonstrate Good Faith Efforts to meet the DBE contract goal for the reasons cited in this evaluation.

Submitted by:

Jessica Erdahl, Supervising Project Manager

Approved by:

Marc Mattox, Public Works Director

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip	Phone	Fax	Email	Website	Agency	Certification Type	Ethnicity	Gender	Capability	County	CUCP Public Directory Certification Number
ABSL CONSTRUCTION		Luis M.	Allende	29393 PACIFIC ST	HAYWARD	CA	94544	29393 PACIFIC ST	HAYWARD	CA	94544	510-727-0900	510-727-0900	daryl@abslconstruction.com	http://www.abslconstruction.com	Caltrans	DBE	Hispanic American	Male	PLANE ASPHALT CONCRETE; GRADING; Highway, Street, and Bridge Construction	Alameda	5270
ALLEN GILL CONSTRUCTION, INC.		Allen	Gill	22099 PALO WAY	PALO CEDRO	CA	96073	PO BOX 35	MILLVILLE	CA	96062	530-547-1112	530-547-1118	tgill@allengillconstruction.com		Caltrans	DBE	Native American	Male	CLEARING & GRUBBING; DEVELOP WATER SUPPLY; ROADWAY EXCAVATION; GRADING; STRUCTURE EXCAVATION; STRUCTURE BACKFILL; DITCHES EXCAVATION; EMBANKMENT CONSTRUCTION; FINISHING ROADWAY; CONCRETE BASE; ASPHALT CONCRETE; PRESTRESSING CONCRETE CAST-IN-PLACE; Water Supply and Irrigation Systems; Water and Sewer Line and Related Structures Construction; Highway, Street, and Bridge Construction; Other Heavy and Civil Engineering Construction; Poured Concrete Foundation and Structure Contractors; Structural Steel and Precast Concrete Contractors; Site Preparation Contractors; Brick, Stone, and Related Construction Material Merchant Wholesalers	Shasta	15324
Ample Electric Inc.		Jose	Diaz	1000 Railroad Ave	Winters	CA	95694	PO Box 456	Winters	CA	95694	530-795-9913	530-795-9951	jdiaz@ampleelectric.com	http://www.ampleelectricinc.com	Caltrans	DBE	Hispanic American	Male	SIGNAL & LIGHTING; SIGNAL; LIGHTING; RESIDENTIAL ELECTRICAL; Commercial Electrical; Electrical contractors	Yolo	50610
Arrow S Company, Inc.	none	Lori	Skaggs	177 CALIFORNIA AVENUE	ARBUCKLE	CA	95912	P.O. BOX 1409	COLUSA	CA	95912	707-396-0073		lori@arrowsco.com	http://www.arrowsco.com	Caltrans	DBE	Caucasian	Female	Highway, Street and Bridge Construction	Colusa	40322
AXNER Excavating, Inc.		JULIE	BARNES	2900 OLD OREGON TRAIL	REDDING	CA	96003	2900 OLD OREGON TRAIL	REDDING	CA	96003	530-222-0539	530-222-8910	axner@shasta.com	http://axnerexcavating.com	Caltrans	DBE	Caucasian	Female	CA WCC C0620: LANDSCAPING & NURSERY SUPPLIER; CA WCC C0621: LANDSCAPING MATERIALS SUPPLIER; CA WCC C1601: CLEARING & GRUBBING; CA WCC C1901: ROADWAY EXCAVATION; CA WCC C1910: GRADING; CA WCC C1920: STRUCTURE EXCAVATION; CA WCC C1930: STRUCTURE BACKFILL; CA WCC C1940: DITCHES EXCAVATION; CA WCC C2501: AGGREGATE SUBBASE (AS); CA WCC C6200: ALTERNATIVE PIPE CULVERT; CA WCC C9980: DEMOLITION; CA WCC F5030: LUMBER AND CONSTRUCTION MATERIAL; CA WCC F5070: HARDWARE, PLUMBING & HEATING EQUIPMENT; NAICS 237110: Water and Sewer Line and Related Structures Construction; NAICS 237310: Highway, Street, and Bridge Construction; NAICS 238910: Site Preparation Contractors; NAICS 423310: Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers; NAICS 423320: Brick, Stone, and Related Construction Material Merchant Wholesalers; NAICS 423990: Billboards merchant wholesalers	Shasta	38119
BOUTHILLIERS CONSTRUCTION INC		JAMIE N.	BOUTHILLIER	1571 SOUTH MAIN ST	WILLITS	CA	95490	1571 SOUTH MAIN ST	WILLITS	CA	95490	707-459-4041	707-459-8775	wecandigit@onemain.com	http://www.bouthilliersconstructioninc.com	Caltrans	DBE	Caucasian	Female	CLEARING & GRUBBING; ROADWAY EXCAVATION; GRADING; EMBANKMENT CONSTRUCTION; HYDROSEEDING; EROSION CONTROL; FINISHING ROADWAY; CONSTRUCTION MANAGEMENT - HIGHWAY, STREET, AND BRIDGE CONSTRUCTION; Water and Sewer Line and Related Structures Construction; Highway, Street, and Bridge Construction; Other Heavy and Civil Engineering Construction; Site Preparation Contractors; All Other Specialty Trade Contractors; Landscaping Services	Mendocino	39963
Build 2 Build	Build 2 Build, LLC.	James Emmitt	Lofton-Hunter	2412 W Neutra Ct	Elk Grove	CA	95758	4801 Laguna Blvd, Ste 105 #122	Elk Grove	CA	95758	916-831-0228		j.loftonhunterb2bltc@gmail.com	http://build2build-llc.com	Caltrans	DBE	Black American	Male	Build 2 Build LLC., is a State of California General Contractor, License #1101047, who contracts and manages activities that are specific to heavy and civil engineering construction projects; Highway, Street, and Bridge Construction; Other Heavy and Civil Engineering Construction; Hazardous Waste Collection	Sacramento	51642
Burke Construction		Michael J.	Burke	4421 Tennessee Drive	Shingle Springs	CA	95682	P.O. Box 921	Shingle Springs	CA	95682	530-676-1009	530-672-2411	burkebid@gmail.com	http://www.burkeconstructionandbackhoebroker.com	Caltrans	DBE	Native American	Male	CLEARING & GRUBBING; ROADWAY EXCAVATION; STRUCTURE EXCAVATION; STRUCTURE BACKFILL; DITCHES EXCAVATION; STEEL STRUCTURES; STEEL CRIB WALL; DEMOLITION; Highway, Street, and Bridge Construction; Poured Concrete Foundation and Structure Contractors; Structural Steel and Precast Concrete Contractors; Site Preparation Contractors; Residential Services	El Dorado	30173
CLEAR CREEK CONSTRUCTION INC.		ADAM	HARDEN	10402 DAYSTAR WAY	PALO CEDRO	CA	96073	10402 DAYSTAR WAY	PALO CEDRO	CA	96073	530-547-4938		clearcreekadam@gmail.com		Caltrans	DBE	Native American	Male	Water, Sewer Line and Related Structures Construction	Shasta	41250
DAVID ENGINEERING CONSTRUCTION	DAVID ENGINEERING CONSTRUCTION, INCORPORATED	Oscar	David	6344 NUGGET DRIVE	FORESTHILL	CA	95631	6344 NUGGET DRIVE	FORESTHILL	CA	95631	530-367-3508		odavid@tcnet.net	http://www.davidengineeringconstruction.com	Caltrans	DBE	Black American	Male	Highway, Street, and Bridge Construction	Placer	14982

DIABLO ENGINEERING GROUP		JENNIFER	HARMON	1300 CLAY STREET, SUITE 600	OAKLAND	CA	94612	1300 CLAY STREET, SUITE 600	OAKLAND	CA	94612	510-550-8959	510-751-4589	jennifer@diabloengineeringgroup.com	http://diabloengineeringgroup.com/	BART	DBE	Caucasian	Female	Highway, Street, and Bridge Construction ; All Other Support Activities for Transportation; Offices of Lawyers ; Engineering services ; Computer-aided design drafting (CADD) services; Other Management Consulting Services; Other Scientific and Technical Consulting Services	Alameda	42626
ERNEST B. DEE		ERNEST B.	DEE	7051 BOWLING DRIVE # 104	SACRAMENTO	CA	95823	PO BOX 580937	ELK GROVE	CA	95758	916-271-0410	916-512-3303	ernestdee6@gmail.com	http://ernestdecms.com	Caltrans	DBE*	Black American	Male		Sacramento	39513
Franco Engineering Inc		Carlos	Franco	8657 Waterwell Way	Tracy	CA	95304	8657 Waterwell Way	Tracy	CA	95304	209-831-0713		francoengineeringinc@gmail.com		Caltrans	DBE	Hispanic American	Male	CONSTRUCTION MANAGEMENT – HIGHWAY, STREET, AND BRIDGE CONSTRUCTION; Highway, Street, and Bridge Construction	San Joaquin	51372
GIOLETTI CONSTRUCTION INC		Anthony	Gioletti	12671 SHORTHORN ROAD	WILTON	CA	95693	12671 SHORTHORN ROAD	WILTON	CA	95693	209-614-0041		anthony@gioletticonstruction.com	http://gioletticonstruction.com	Caltrans	DBE	Hispanic American	Male	LANDSCAPE, TREE SERVICES; CLEARING & GRUBBING; RECYCLE, RECLAIM ASPHALT CONCRETE PAVEMENT; CONSTRUCTION MANAGEMENT – OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION; Highway, Street, and Bridge Construction; Other Heavy and Civil Engineering Construction; Site Preparation Contractors; All Other Specialty Trade Contractors; Landscaping Services	Sacramento	51839
Golden State Municipal Construction, LLC		Artemio	Arguello	8500 Hilton Way	Fair Oaks	CA	95628	8500 Hilton Way	Fair Oaks	CA	95628	916-284-5755		arguello@gsmc-llc.com	http://gsmc-llc.com	Caltrans	DBE	Hispanic American	Male	Paving, grading, excavation, structural concrete, concrete ready mix production and placement.; Asphalt paving (i.e., highway, road, street, public sidewalk) ; Concrete paving (i.e., highway, road, street, public sidewalk); Grading, highway, road, street and airport runway ; Foundation, building, poured concrete, contractors ; Poured Concrete Foundation and Structure Contractors ; Site Preparation Contractors	Sacramento	51865
GREGG SIMPSON TRUCKING	DARLENE SIMPSON	Dartene	Simpson	250 LAKE MENDOCINO DR	UKIAH	CA	95482	11 HIGHLAND CT	UKIAH	CA	95482	707-468-1654	707-468-7448	gregg.simpson@comcast.net		Caltrans	DBE	Caucasian	Female	REMOVE BRIDGE ITEM; MODIFY BRIDGE ITEM; BOTTOM DUMP TRUCKING; FLAT BED TRUCKING; TRUCKER; Highway, Street, and Bridge Construction; Other Heavy and Civil Engineering Construction; General freight trucking, local	Mendocino	34675
Heir & Son Construction, INC		SUKHDEV SINGH	HEIR	1040 LINCOLN ROAD #160	YUBA CITY	CA	95991	1040 LINCOLN ROAD #160	YUBA CITY	CA	95991	530-415-4777		heirandson@comcast.net		Caltrans	DBE	Subcontinent Asian American	Male	CA WCC C1200: CONSTRUCTION AREA SIGNS; CA WCC C1201: TRAFFIC CONTROL SYSTEM; CA WCC C1211: TRAFFIC FLAGGER; CA WCC C1901: ROADWAY EXCAVATION; CA WCC C2201: FINISHING ROADWAY; CA WCC C4040: CLEAN & SEAL PAVEMENT JOINTS – ROUT & SEAL CRACKS; CA WCC C4201: GROOVE & GRIND PAVEMENT; CA WCC C5110: CONCRETE SURFACE FINISH; CA WCC C5111: CONCRETE OVERLAY – DRILL & BOND; CA WCC C8320: METAL BEAM GUARD RAILING; CA WCC C8330: METAL RAILING; CA WCC C8391: METAL BEAM BARRIER; NAICS 237310: Highway, Street, and Bridge Construction; NAICS 238910: Site Preparation Contractors; NAICS 238990: Artificial turf installation; NAICS 488490: Other Support Activities for Road Transportation	Sutter	42780
INDIAN HEAD ENTERPRISES		VIRGIL DWAYNE	LONG	2926 CRAIG AVENUE	OROVILLE	CA	95966	P.O. Box 252	PALERMO	CA	95968	530-403-5794	530-532-1573	ihenterprises@outlook.com	http://iheco.net	Caltrans	DBE	Native American	Male	CLEARING & GRUBBING; ROADWAY EXCAVATION; GRADING; AGGREGATE SUBBASE (AS); AGGREGATE BASE (AB); ASPHALT CONCRETE; PAVING ASPHALT (ASPHALT CONCRETE); PLACE ASPHALT CONCRETE DIKE & MISC; CONSTRUCTION MANAGEMENT – HIGHWAY, STREET, AND BRIDGE CONSTRUCTION; CONSTRUCTION MANAGEMENT – OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION; Highway, Street, and Bridge Construction; Other Heavy and Civil Engineering Construction; Site Preparation Contractors	Butte	43063
JARRETT FOUNDATIONS, INC.	NA	Julie	Cuneo	4518 WINTERS ST	MCCLELLAN	CA	95652	4518 Winters Street	McClellan	CA	95652	916-371-8760	916-371-8765	julie@jarrettfoundations.com	http://www.jarrettfoundations.com	Caltrans	DBE	Caucasian	Female	DEVELOP WATER SUPPLY; FURNISH & DRIVE PILING; DRILLED HOLE; CAST-IN-DRILLED-HOLE CONCRETE PILING; FURNISH PRECAST CONCRETE DECK UNIT; ERECT PRECAST CONCRETE; JACKED WELDED STEEL PIPE; DEVELOP, TEST, DRILL, MAINTAIN WELLS; DIRECTIONAL BORING/DRILLING; Water Supply and Irrigation Systems; Highway, Street, and Bridge Construction; Other Heavy and Civil Engineering Construction; Structural Steel and Precast Concrete Contractors; Site Preparation Contractors	Placer	43857

Jefferson State Highways, INC		Josh	Latham	1573 marigold way	redding	CA	96003	1573 marigold way	redding	CA	96003	530-604-9801		jstatehighways@gmail.com	http://www.jstatehighways.com	Caltrans	DBE	Hispanic American	Male	NAICS 238910: Site Preparation Contractors; CA WCC C0621: LANDSCAPING MATERIALS SUPPLIER; CA WCC C0649: PILING SUPPLIER; CA WCC C0655: STEEL SUPPLIER; CA WCC C0657: LUMBER SUPPLIER; CA WCC C0670: PIPE SUPPLIER; CA WCC C0671: DRAINAGE SYSTEMS SUPPLIER; CA WCC C0680: FENCING SUPPLIER; CA WCC C1901: ROADWAY EXCAVATION; CA WCC C1920: STRUCTURE EXCAVATION; CA WCC C1940: DITCHES EXCAVATION; CA WCC C5120: FURNISH PRECAST CONCRETE DECK UNIT; CA WCC C6650: CORRUGATED METAL PIPE (CSP); CA WCC C8000: FENCING; NAICS 221310: Canal, irrigation; NAICS 237110: Aqueduct construction; NAICS 237310: Abutment construction; NAICS 238120: Balcony, precast concrete, installation; NAICS 238990: All Other Specialty Trade Contractors; NAICS 423510: Metal Service Centers and Other Metal Merchant Wholesalers; NAICS 423990: Other Miscellaneous Durable Goods Merchant Wholesalers; NAICS 444180: Other Building Material Dealers	Shasta	49146
MARTIN GENERAL ENGINEERING INC		TRANQUI LINO	MARTIN	12485 QUICKSILVER DRIVE	RANCHO CORDOVA	CA	95742	12485 QUICKSILVER DRIVE	RANCHO CORDOVA	CA	95742	916-355-8101	916-355-8108	dmonson@martingeneral.net	http://www.martingeneral.net	Caltrans	DBE	Hispanic American	Male	Highway, Street, and Bridge Construction	Sacramento	34783
Mathews General Engineering & Construction, Inc.	Mathews GEC INC	Acie	Mathews	16775 FORTY NINER TRL	LATHROP	CA	95330	1112 NORTH MAIN STREET, #105	MANTECA	CA	95336	209-650-3614		mathewsgec@gmail.com	http://www.mathewsgec.com	Caltrans	DBE	Black American	Male	CA WCC C1601: CLEARING & GRUBBING; CA WCC C8773: CONSTRUCTION MANAGEMENT - HIGHWAY, STREET, AND BRIDGE CONSTRUCTION; NAICS 237310: Highway, Street, and Bridge Construction; NAICS 238910: Site Preparation Contractors	San Joaquin	51361
MGE Engineering, Inc.		Hsiaoichi Fred	Huang	7415 GREENHAVEN DRIVE, SUITE 100	SACRAMENTO	CA	95831	7415 GREENHAVEN DRIVE, SUITE 100	SACRAMENTO	CA	95831	916-421-1000	916-421-1002	fhuang@mgeeng.com	http://www.mgeeng.com	VTA	DBE	Asian-Pacific American	Male	Engineering and Construction Management Services	Sacramento	8142
NEWLAND ENTITIES, INC		ROBERT	CERVANTES	500 OLIVE STREET	MARYSVILLE	CA	95901	PO BOX 3102	YUBA CITY	CA	95992	530-755-1178		rcervantes@newlandentities.com	http://www.newlandentities.com	Caltrans	DBE	Hispanic American	Male		Yuba	35955
Perrilliat Enterprises, Inc.		STEWART	PERRILLIAT	2811 Adeline Street, Suite 219	Oakland	CA	94608	5416 Shallows Place W.	Santa Rosa	CA	95409	408-750-4334	408-750-4334	stewart@pe-construction.com	http://pe-construction.com	Caltrans	DBE	Black American	Male	CA WCC C8773: CONSTRUCTION MANAGEMENT - HIGHWAY, STREET, AND BRIDGE CONSTRUCTION; CA WCC C9801: BUILDING CONSTRUCTION; CA WCC C9810: SMALL STRUCTURES; NAICS 236115: New Single-Family Housing Construction (except For-Sale Builders); NAICS 236210: Industrial Building Construction; NAICS 236220: Commercial and Institutional Building Construction; NAICS 237310: Highway, Street, and Bridge Construction	Alameda	40562
PNF CONSTRUCTION, INC.		RODNEY ALLEN	SPENCER	725 6TH STREET	MARYSVILLE	CA	95901	725 6TH STREET	MARYSVILLE	CA	95901	909-638-2215	888-315-7315	irbconstructioninc@gmail.com		Caltrans	DBE	Black American	Male		Yuba	42290
RCJ & ASSOCIATES, INC		RICKY C.	JOHNSON, SR	1709 V STREET	SACRAMENTO	CA	95818	P O BOX 8008	SACRAMENTO	CA	95818	916-399-4852	916-399-4853	ricky@rcjandassociates.com	http://www.rcjandassociates.com	Caltrans	DBE	Black American	Male	Other Management Consulting Services	Sacramento	32967
RMT Landscape Contractors, Inc.		Julie	Briggs	421 Pendleton Way	OAKLAND	CA	94621	421 Pendleton Way	OAKLAND	CA	94621	510-568-3208	510-568-3332	julie@rmtlandscape.com	http://www.rmtlandscape.com	Caltrans	DBE	Hispanic American	Male	CA WCC C1940: DITCHES EXCAVATION; NAICS 237310: Highway, Street, and Bridge Construction; NAICS 238910: Site Preparation Contractors	Alameda	1435
RSE Corporation		Phil	Leong	1075 OLD COUNTY ROAD, SUITE D	BELMONT	CA	94002	1075 OLD COUNTY ROAD, SUITE D	BELMONT	CA	94002	650-637-9500	650-637-9501	pleong@rsecorp.com	http://www.rsecorp.com	Caltrans	DBE	Asian-Pacific American	Male	CIVIL ENGINEERING; LAND SURVEYOR; CONSTRUCTION MANAGEMENT - HIGHWAY, STREET, AND BRIDGE CONSTRUCTION; Highway, Street, and Bridge Construction; Engineering services; Surveying and Mapping (except Geophysical) Services	Alameda	34220
S.A.M. RHODES, INC.		Megean	Martin	2055 RANCH CREEK RD	Cool	CA	95635	PO Box 304	GREENWOOD	CA	95635	916-969-8243		contact@samrhodesinc.com	http://www.samrhodesinc.com	Caltrans	DBE	Caucasian	Female	PAVEMENT PROFILING; CONSULTANT, NON-ENGINEERING; MISC TRANSPORTATION SERVICES; Other Support Activities for Road Transportation; Administrative Management and General Management Consulting Services	El Dorado	51388
S.T. RHOADES CONSTRUCTION, INC.	n/a	Steve T.	Rhoades	8585 Commercial Way	REDDING	CA	96002	P O BOX 494520	REDDING	CA	96049	530-223-9322	530-223-9222	steve@strhoadesinc.com	http://www.strhoadesinc.com	Caltrans	DBE	Native American	Male	PLANE ASPHALT CONCRETE; GRADING; FINISHING ROADWAY; AGGREGATE BASE (AB); ASPHALT CONCRETE; PAVING ASPHALT (ASPHALT CONCRETE); PAVEMENT REINFORCING FABRIC; Water and Sewer Line and Related Structures Construction; Highway, Street, and Bridge Construction; Other Heavy and Civil Engineering Construction	Shasta	37693
SAUREN CONSTRUCTION INC.		STEVEN	MAYS	300 DUTCH RAVINE LANE	NEWCASTLE	CA	95658	P.O. BOX 628	NEWCASTLE	CA	95658	916-414-0444		steve@saureninc.com	http://www.saurenconstruction.com	Caltrans	DBE	Black American	Male	Construction	Sacramento	44795
SIERRA ENGINEERING & ENVIRONMENTAL SERVICES LLC		JOHN	YANGUBA	7144 FAIR OAKS BLVD, SUITE 1A	CARMICHAEL	CA	95608	7144 FAIR OAKS BLVD, SUITE 1A	CARMICHAEL	CA	95608	504-505-5598		joyang1971@gmail.com	http://www.sierraengineer.net	Caltrans	DBE	Black American	Male	Engineering Services	Sacramento	44523
Site Works Solutions		George D.	Whitmer	2437 Radio Lane	Redding	CA	96001	P.O. BOX 492247	REDDING	CA	96002	530-222-2229	530-222-3337	swoesthoff@swsgc.com	http://www.swsgc.com	Caltrans	DBE	Native American	Male	CA WCC C1901: ROADWAY EXCAVATION; CA WCC C1910: GRADING; CA WCC H6550: SUBDIVIDERS & DEVELOPERS; NAICS 237110: Water and Sewer Line and Related Structures Construction; NAICS 237210: Land Subdivision; NAICS 237310: Highway, Street, and Bridge Construction; NAICS 237990: Other Heavy and Civil Engineering Construction	Shasta	38758
T.D.W. CONSTRUCTION, INC		Edmundo David	Alire	101 GREENVILLE RD	LIVERMORE	CA	94550	PO BOX 111	LIVERMORE	CA	94551	925-455-5259	925-455-0325	office@tdwconstruction.com		Caltrans	DBE	Hispanic American	Male	Highway, Street, and Bridge Construction; ROADWAY EXCAVATION; GRADING; CORE CONCRETE - REPAIR BRIDGE DECK; SUBSURFACE DRAIN	Alameda	5282

Top Level Grading	Top Level Grading	Oswaldo	Valdez	26655 S. Airport Way	Manteca	CA	95337	26655 S. Airport Way	Manteca	CA	95337	209-403-5908		toplevelgrading@yahoo.com		Caltrans	DBE	Hispanic American	Male	GRADING; PAVING ASPHALT (ASPHALT CONCRETE); Highway, Street, and Bridge Construction; Site Preparation Contractors	San Joaquin	51974
USACT CORPORATION		Mehari	Teklebrehan	460 Grand Avenue Unit 405	Oakland	CA	94610	460 Grand Avenue Unit 405	Oakland	CA	94610	859-999-3781	859-999-3781	usactcorp@gmail.com	http://https://www.usactco.com	Caltrans	DBE	Black American	Male	Highway, Street, and Bridge Construction services.	Alameda	51637
Vintage Paving Company, Inc.		Edward	Carbahal	119 Main Street	Winters	CA	95694	P.O. Box 461	Winters	CA	95694	530-795-0132	530-795-5734	edc@vintagepavingco.com	http://www.vintagepavingco.com	Caltrans	DBE	Hispanic American	Male	PLANE ASPHALT CONCRETE; GRADING; PAVING ASPHALT (ASPHALT CONCRETE); Highway, Street, and Bridge Construction	Yolo	27011
Western Traffic Supply, Inc.		Edward	Ibanez	3942 VALLEY AVENUE, UNIT M	PLEASANTON	CA	94566	3942 VALLEY AVENUE, UNIT M	PLEASANTON	CA	94566	925-249-1854	925-249-1863	kmarsh@westerntraffic.com	http://www.westerntraffic.com	BART	DBE	Hispanic American	Male	CONSTRUCTION AREA SIGNS ; TRAFFIC CONTROL SYSTEM ; TRAFFIC COUNT ; TRAFFIC COUNT STATION ; TRAFFIC MANAGEMENT/ OPERATIONS ; Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing ; Mobile office building rental or leasing, off-site ; Administrative Management and General Management Consulting Services ; Other Management Consulting Services ; Office Administrative Services ; All Other Support Services ; Automobile and Other Motor Vehicle Merchant Wholesalers ; Aftermarket parts, automotive, merchant wholesalers ; Heavy truck tires and tubes merchant wholesalers	Alameda	40681

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All-American Construction, Inc.
1700 Acacia Ave.
Sutter, CA 95982
(530) 617-5111

Letter of Transmittal

To: Whom it May Concern

Transmittal #: 1

Subject: DBE/Section 3 Forms

Date: 04/15/2024

Job: Off System Roadway Rehab Project-2024

WE ARE SENDING YOU

Attached

Under separate cover via email the following items:

Shop Drawings

Prints

Plans

Samples

Copy of Letter

Change Order

Specifications

Submittal

Document Type	Copies	Date	Description
Exhibit 15-G, Exhibit 15-H	1 ea.		
DBE Advertisements	1 ea.		
DBE Quotes – DBE Cert #	1 ea.		(3) Separate Quotes from DBE
Section 3 – Form 2, Form 3, Form 4	1		
Letters From Signatory Unions	1 ea.		Local 185 Laborer, Local 400 Cement Mason, Local 3 Operators
Section 3 Form 3 From Subs	1 ea.		

From: Elizabeth Stokes (All-American Construction, Inc.)

Signature: Elizabeth Stokes

If enclosures are not as noted, kindly notify us at once.

All-American Construction, Inc. – Federal Tax ID # 27-2524676

List of Subcontractors Exhibit 15-G Local Agency Bidder Construction Contract DBE Commitment


Local Assistance Procedures Manual

Exhibit 15-G
Construction Contract DBE Commitment

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: The Town of Paradise 2. Contract DBE Goal: 11%
 3. Project Description: Off System Roadway Rehabilitation Project - 2024
 4. Project Location: Paradise, CA
 5. Bidder's Name: All-American Construction, Inc. 6. Prime Certified DBE: 0 7. Bid Amount: \$7,480,494.19
 8. Total Dollar Amount for ALL Subcontractors: \$644,309.19 9. Total Number of ALL Subcontractors: 6

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
#4	Job Site Management	38300	Tully Consulting Group 707-693-1926	\$18,280.00
#5	SWPPP	38300	Tully Consulting Group 707-693-1926	\$2,500.00
#17	On Haul Trucking HMA	51441	Jabi Trucking 707-319-8853	\$125,000.00
#3	Rented Portable CMS	38721	T & S, Inc. 530-639-9987	\$21,600.00

Local Agency to Complete this Section upon Execution of Award 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____		15. TOTAL CLAIMED DBE PARTICIPATION \$167,380.00 0 2.24%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature: _____ 27. Date: _____ 28. Local Agency Representative's Name: _____ 29. Phone: _____ 30. Local Agency Representative's Title: _____		IMPORTANT: Identify all DBE firms being obtained for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where appropriate with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature:  17. Date: <u>04/12/2024</u> 18. Preparer's Name: <u>Derrek Stokes</u> 19. Phone: <u>530-617-5111</u> 20. Preparer's Title: <u>Vice President</u>

DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

Exhibit 15-H DBE Information – Good Faith Efforts

Local Assistance Procedures Manual

Exhibit 15-H
Proposer/Contractor Good Faith Effort

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s) 007-55520-00/PW363 Bid Opening Date 04/09/2024 CON

The Town of Paradise established a Disadvantaged Business Enterprise (DBE) goal of 11% 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-Q1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, please attach additional sheets as needed:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
Valley Contractors Exchange (see attached)	03-11-2024 - Bid Date
Bid America -CA Public Works Const. Planroom (see attached)	03-04-2024 - Bid Date

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Tully Consulting Group	March 12, 2024	Quote Received - Listed as Sub
M&M Electric	March 12, 2024	Email Response of them not bidding
Jabi Trucking	March 25, 2024	Received Rate Sheet-Listed for Trucking
T&S, Inc.	March 12, 2024	Quote Received - Listed for Rental of Portable CMS

Page 1 of 3
May 2020

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Traffic Control	Pick Y	Rental of Portable CMS	\$21,600	0.00% .29%
Trucking	Pick Y	On Haul HMA	\$125,000	0.00% 1.67%
Striping	Pick N	All Striping Items		0.00%
Concrete	Pick Y	Bid Items 23-25		0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

- No Firms were rejected
- M&M Electric notified us that they would not be bidding this project(email enclosed)

Names, addresses and phone numbers of firms selected for the work above:

Tully Consulting Group 1650 N. Lincoln St. Dixon, CA 95620 - 707-693-1926
 Jabi Trucking Williams, CA 707-319-8553
 T&S, Inc. 18981 Gravel Plant Road, Redding, CA 530-639-9987

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

The project plans and specifications were made available at our office for any DBE sub that was interested in them. They were available via fax, email, hand deliver (if local) and by mail. Our project estimators were also available to answer any questions regarding the bid and or the bidding process.

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

If a DBE subcontractor expressed the need to have assistance obtaining bond, lines of credit or insurance, suppliers, materials or any other services related to this project, All-American Construction, Inc. was ready and willing to assist to the best of our capabilities. No DBE firm requested such help before the time of bid. We are still open to assisting should the need arise.

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
CDOT DBE Search	Phone Log	See attached
Valley Contractors Exchange Ad	Ad on Project Listing	See attached
Bid America-	Ad placed for	See attached
CA Public Works Planroom	DBE Solcitation	

- H. Any additional data to support a demonstration of good faith efforts:

All-American Construction, Inc., is a Union Signatory contractor and feel that we are very diligent to always list and utilize DBE companies. We feel that by placing ads, communicating via phone and email and also by word of mouth we solicited to the best of our ability for this specific project. Paradise is a pretty rural area, so sometimes the resources fall short due to distance from larger cities and the population of surrounding areas.

Proposal for Stormwater Services

Prepared On: April 5, 2024

Project: Off-System Roadway Rehabilitation - 2024 - Paradise / CONTRACT # 8407-2-CON

For: ESTIMATOR / GENERAL CONTRACTOR

Bid Date: 4/9/2024

We're a certified **DBE, WBE, and SBE** firm specializing in **Construction Stormwater General Permit, Industrial General Permit, and 401 Water Quality Permit** compliance and Environmental Engineering.

Bid Item	Item Description	Price	Unit	QTY	Subtotal
#5	SWPPP Prepare Stormwater Pollution Prevention Plan per State requirements	\$ 2,500.00	EA	1	\$ 2,500.00
#4	NOI Prepare Notice of Intent for stormwater permit coverage and submit via SMARTS website	\$ 375.00	EA	1	\$ 375.00
	Weekly Inspections Perform visual inspection once per week of stormwater Best Management Practices (BMPs)	\$ 325.00	EA	27	\$ 8,775.00
	Qualifying Precipitation Event Inspections Provide pre-, during-, and post-storm visual inspections of stormwater Best Management Practices (BMPs)	\$ 325.00	EA	8	\$ 2,600.00
	Stormwater Sampling & Analysis Perform stormwater sampling for pH and turbidity, and visual inspection for Qualifying Precipitation Events	\$ 375.00	EA	4	\$ 1,500.00
	Annual Report Prepare Stormwater Annual Report per State requirements and submit via SMARTS website	\$ 600.00	EA	1	\$ 600.00
	NOT Prepare permit Notice of Termination; includes final site photos and key map & final visit by a QSP	\$ 750.00	EA	1	\$ 750.00
	Stormwater Tailgate Binder (Optional) Provide binder containing hard copies of Stormwater Tailgate Training Topics	\$ 50.00	EA	1	\$ 50.00
	Mandatory QSD Inspections Perform Qualified SWPPP Developer inspections within 30 days of construction start and twice annually	\$ 580.00	EA	3	\$ 1,740.00
	Mandatory QSD Services (As Needed) Perform QSD inspections and assistance for NAL Exceedances, COIs, audits, compliance issues, etc.	\$ 145.00	HR	7	\$ 1,015.00
	Mandatory QSP Services (As Needed) Perform QSP inspections and assistance for NAL Exceedances, COIs, audits, compliance issues, etc.	\$ 125.00	HR	7	\$ 875.00
Total					\$ 20,780.00

#5 100%

#4 66%

Timing & Deliverables

Submittals will be provided in a timely manner, and in electronic PDF format. Hard copies can be provided for a nominal fee upon request.

The Client is responsible for notifying Tully Consulting Group with anticipated start and end dates for this project, as well as when the project is completed, delayed, or suspended.

We appreciate the opportunity to present this proposal. Please contact our Estimating Team if you have any questions at (707) 693-1926 or estimating@tullygroup.com. To submit a work order, please email signed proposals to submittals@tullygroup.com.

Sincerely,

Client's Authorization to Proceed



Signature

Gunner Bermudez

First & Last Name

Tully Consulting Group Estimator

Company

Title

Signature

First & Last Name

Company

Title

TULLY INC., DBA TULLY CONSULTING GROUP
 DBE/WBE 38300 SBE (MICRO) 60919 EXP. 12/31/23 TIN 83-0499875
 DIR REGISTRATION 1000024960 EXP. 6/30/25 CIVIL ENGINEER'S LICENSE C64354
 NAICS: ENVIRONMENTAL CONSULTING SERVICES 541620 CIVIL ENGINEERING 541330

Business & Contact Information

BUSINESS NAME **Tully, Inc.**
 OWNER **MS. ROBIN TULLY**
 ADDRESS **1650 N. Lincoln St.
 Suite A
 Dixon, CA 95620 [\[map\]](#)**
 PHONE **707-693-1926**
 FAX **707-471-0318**
 EMAIL **robin@tullygroup.com**
 WEBSITE **<http://www.tullygroup.com>**
 ETHNICITY **Hispanic American**
 GENDER **Female**
 COUNTY **Yolo (CA)**

Certification Information

CERTIFYING AGENCY **California Department of Transportation**
 CERTIFICATION TYPE **DBE - Disadvantaged Business Enterprise**
 CERTIFIED BUSINESS DESCRIPTION **CA WCC C8720: CIVIL ENGINEERING; CA WCC C8722: ENVIRONMENTAL ENGINEER; CA WCC C8765: DRAFTING; CA WCC C8852: SWPPP PLANNING; NAICS 541330: Engineering services; NAICS 541340: Drafting services; NAICS 541620: Environmental consulting services**

Commodity Codes

Code	Description
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8722	ENVIRONMENTAL ENGINEER
CA WCC C8765	DRAFTING
CA WCC C8852	SWPPP PLANNING
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541620	Environmental consulting services

Additional Information

WORK DISTRICTS/REGIONS **All work districts/regions**
 CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER **38300**

*Jabi Trucking Inc.
P.O. Box 1446
Williams CA 95987
Contact Info:
Cell: (707) 319-8553
Email: jabitruckinginc@gmail.com*

RATE SHEET

Rate Sheet For Private Work:

EQUIPMENT	RATE BY HOUR
Super Ten	\$100
Super Tag	\$100
Super Dump	\$100
End Dump	\$100
Semi Bottom Dump	\$105
Double Bottom Dump	\$105
Transfer	\$125
Ten Wheeler	\$95

Prevailing Rate (On/Off Hauling) :

EQUIPMENT	RATE BY HOUR
Super Ten	\$125
Super Tag	\$125
Super Dump	\$125
End Dump	\$125
Semi Bottom Dump	\$130
Double Bottom Dump	\$130
Transfers	\$145
Ten Wheeler	\$110

I'm an Open in adjusting my rates to your needs, so please let me know

PLEASE NOTE:

- *4 - Hour Minimum Day Work
- **6 - Hour Minimum Night Work
- ***Add \$5.00 per Hour for ALL Night Work
- **** I will Charge Toll, if it is crossed during Job
- ***** We Can also Help you in Finding Dump Sites

County's Covered

- Glenn
- Butte
- Colusa
- Sutter
- Yuba
- Yolo
- Napa
- Solano
- Sacramento
- Sonoma
- Contra Costa
- San Joaquin
- Alameda
- San Francisco
- San Mateo

& MORE!!

Thank You,
Ricky S.

Business & Contact Information

BUSINESS NAME **JABI TRUCKING INC.**
 OWNER **Mr. Harjinder Singh**
 ADDRESS **731 Mallard Drive
 STE 241
 Williams, CA 95987 [\[map\]](#)**
 PHONE **707-319-8553**
 EMAIL **Ricky@jabitrucking.com**
 WEBSITE **<http://www.jabitrucking.com>**
 ETHNICITY **Subcontinent Asian American**
 GENDER **Male**
 COUNTY **Yuba (CA)**

Certification Information

CERTIFYING AGENCY **California Department of Transportation**
 CERTIFICATION TYPE **DBE - Disadvantaged Business Enterprise**
 CERTIFIED BUSINESS DESCRIPTION **TRUCKER; General Freight Trucking, Local; Specialized Freight (except Used Goods) Trucking, Local**

Commodity Codes

Code	Description
CA WCC C9774	TRUCKER
NAICS 484110	General Freight Trucking, Local
NAICS 484220	Specialized Freight (except Used Goods) Trucking, Local

Additional Information

WORK DISTRICTS/REGIONS **All work districts/regions**
 CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER **51441**



18981 Gravel Plant Road
 Redding, CA 96002
 OFF: (530)639-9987
 FAX: (530)466-2613

983087 A, C31

DVBE Firm #1753009, DBE Firm #38721, SBPW #1753009, DIR REG #1000007688, Union Contractor

SHEET 1 OF 2

ATTENTION ESTIMATOR:

PROJECT: Off-System Roadway Rehabilitation - 2024

BID DATE: April 2, 2024

CONTRACT: 8407.2 CON

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
35	RESET ROADSIDE SIGN	EA	3	\$1,000.00	\$3,000.00
TRAFFIC CONTROL SYSTEM		UNIT OF MEASURE		UNIT PRICE	
	PILOT CAR & DRIVER: 8 HR	WEEK DAY		\$1,100.00	
	PILOT CAR OVERTIME FOR EACH PERSON	HOUR		\$135.00	
	2 FLAGGERS 8 HR MINIMUM** PICKUP, 8 SIGNS, 50 CONES	WEEK DAY		\$1,650.00	
	ROVER BUMPING FLAGGING CLOSURES 8 HR MINIMUM	WEEK DAY		\$1,150.00	
2	EACH ADDITIONAL FLAGGER 8 HR MINIMUM	WEEK DAY		\$750.00	
	FLAG OVERTIME FOR EACH PERSON	HOUR		\$125.00	
	RUMBLE STRIPS FOR FLAGGING CLOSURE (1 SET OF 12 STRIPS)	SHIFT		\$130.00	
	ADDITIONAL BARRICADE MOUNTED SIGNS (PER SHIFT)	EACH		\$5.00	
	ADDITIONAL CONES (PER SHIFT)	PER 100		\$50.00	
	CHANNELIZING DEVICES LEFT ONSITE (EACH)	PER DAY		\$2.00	
	CONSTRUCTION AREA SIGNS	EACH		\$295.00	
	<i>If 20 or more signs are installed, mobe charge will not apply</i>	MOBILIZATION (EACH)		\$2,000.00	
	PORTABLE CHANGEABLE MESSAGE BOARD SIGN	MONTH		\$900.00	
		WEEK		\$500.00	
	PORTABLE LIGHT TOWER	MONTH		\$850.00	
		WEEK		\$450.00	
	MOBILIZATION, DEMOBILIZATION AND SET UP OF RENTAL EQUIPMENT (TRUCK AND TRAILER LOADS)			\$175 per hour Portal to Portal	
	MOBILIZATION, DEMOBILIZATION AND SET UP OF RENTAL EQUIPMENT (PICKUP TOWING UP TO TWO PIECES OF EQUIPMENT)			\$125 per hour Portal to Portal	
	PREMIUM RATES: 20% INCREASE TO SHIFT RATES FOR SATURDAY, 40% INCREASE FOR SUNDAY AND HOLIDAYS				
	IF CONES ARE NEEDED FOR THE RENTAL EQUIPMENT, THERE WILL BE A ONE TIME FEE OF \$250.00 CHARGED AT THE START OF RENT.				
	FOR FLAGGING AT NIGHT, LIGHT TOWERS SUPPLIED BY OTHERS. T AND S CAN PROVIDE LIGHT TOWER RENTALS FOR THE ABOVE RATES. FUEL SUPPLIED BY OTHERS.				
	** PRICE INCLUDES 5 WAIT FOR PILOT CAR SIGN SETUPS. ADDITIONAL SIGNS WILL BE \$5.00 EACH PER SHIFT.				
ADDITIONAL SERVICES	ASPHALT OIL HAULING (trucks and tanks owned by T&S), OPERATED WATER TRUCKS, ROADSIDE SIGNS, CONSTRUCTION AREA SIGNS, TRAFFIC SAFETY PRODUCT SALES/RENTALS, END-DUMPS, FLAT-BEDS, WATER TRUCKS, TRAFFIC CONTROL				



4952 S. Barney Rd.
Anderson, CA 96007
OFF: (530)639-9987
FAX: (530)466-2613

983087 A, C31
DVBE Firm #1753009, DBE Firm #38721, DIR REG #1000007688, Union Contractor

SHEET 2 OF 2

Traffic Control and Sign Quote Provisions

CONTRACT: 8407.2 CON

BID DATE: 4/2/2024

No items on this quote will be deleted unless approved by T and S DVBE, Inc. prior to bid opening.

Due to Caltrans labor compliance, any shift starting on Sunday will be subject to a 40% increase, and overtime rates a 20% increase. The prevailing wage determination for traffic control does not allow for a modified work week for traffic control technicians.

Let's Go Brandon fuel escalations: Crash trucks rates will increase \$1.50 per engine hour for every \$0.25 increase in fuel price starting from \$7.00. Therefore, when gas prices get to \$7.25 per gallon, there will be a \$1.50 per engine hour and so on.

Meal periods and proper rest periods must be given to all traffic control personnel on job site. If they are not provided, the additional hourly costs as indicated in the union agreements and/or California Labor Code (whichever prevails) will be added to the daily billing. Meal periods must be given as follows: 1 before 8 hours, 1 after 10 hours and 1 after 12. Missed meal periods cost 1/2 hour of overtime each, however employees must take at least 1 meal period off the clock after 10 hours.

Working Time:

All pricing is based on consistent working weeks/days. Prices are subject to change if prime contractor contracts T AND S DVBE Inc. less than full 5 days of the week's we are dispatched. Mobe will be charged at \$150.00 per hour to and from Redding.

Mobilization: T and S will mobilize on an as available basis. With respect to other contracts and customers, T and S is available on a first come first serve basis.

Non traffic control items exclude any and all traffic control, electrical and water pollution control work. Cutting and coring of concrete is excluded. Sign post anchors can be provided prior to pouring sidewalk, so they can be wet set. Coring of concrete can be provided for \$250 per hole. Layout of signs or delineation by others. Temporary supports for permanent signs provided by others as needed.

Traffic control trucks come equipped with signage for closures and speed reduction. Radar trailers and PCMS are not included.

Cones left onsite for edgeline delineation or anything other than temporary traffic control will be charged \$2.00 each per day for rental.

Construction area signs will be removed and T and S DVBE, Inc. will retain possession of said signs. All stationary mounted detour signs shall be installed at the beginning of the project covered. Uncovering and re-covering as needed by others unless T and S is on site providing traffic control. All portable detour signs will be delivered to the job site. Additional fees will be charged for any damage, vandalism, theft or relocation of signs. Painting USA marks provided by others, so T And S can call in to Underground Service Alert. If T and S has to paint USA marks, additional mobilization charges will be applied at a rate of \$110.00 per hour portal to portal from Redding.

To cover yearly union wage increases, all traffic control rates with personnel associated to them will increase 2% on July 1 of every year starting in 2024.

Radios: Our pilot car(s) and flaggers will be equipped with VHF and UHF 2-way radios. Our pilot cars and flaggers will be equipped with CB radios for communication with your truckers and other CB-equipped equipment.

Rental Equipment: The Prime Contractor shall be responsible for any damage or loss to/of the equipment due to traffic conflicts, vandalism, theft, acts of nature or mishandling by Prime Contractor's staff, this includes batteries. The Prime Contractor will NOT be responsible for maintenance of the operational capabilities, except for operational difficulties and repairs brought about by such traffic conflicts, vandalism, acts of nature or mishandling by Prime Contractor's staff. Prime contractor is responsible for all lost stolen or damaged equipment on job site. (Includes all non-powered equipment) A daily record of items used will be provided by T and S DVBE Inc. for the prime contractor to sign off on. All water for crash cushions supplied by others. All components for crash cushions shall be returned to T and S DVBE including anchor bolts. Cones for tapers delineating rental equipment are not included. Rental rate for cones above.

Insurance: T AND S DVBE, INC. maintains insurance coverage's as required by USDOT-FHWA, Caltrans (Commercial General Liability, Commercial Auto, and Workers Comp); any additional coverage's required by the Prime Contractor can be acquired by us at the Prime Contractor's sole expense (e.g., Workers' Comp Waiver of Subrogation, Excess Liability umbrella).

Inclusion of these entire quotations in Subcontract or Work Order is required either within the body of the Subcontracts/Work Orders or appendixes to and referenced within the Subcontract/Work Order. Such inclusion and /or referencing in no way obligates the Prime Contractor to use any of the optional quotations above.

Acknowledgement & Agreement: By appointing or listing T AND S DVBE, INC. as a subcontractor on this project, the Prime Contractor acknowledges and agrees to all applicable terms and conditions as stated above and in the descriptions below.

All Payments (There will be no payment retention on traffic control)

T AND S DVBE INC. will bill every two weeks. Invoice due and payable 30 days from date of invoice. Customer agrees to pay a finance charge of 1.5% per month on all past due balances. Customer further agrees to pay reasonable attorney's fees and cost if collection is required. Venue for the purpose of this obligation shall be Shasta County, CA. T AND S DVBE Inc. will be paid within 30 days of invoicing or work shall stop until payment is made.

Acceptance of this quote is acceptance of these provisions, which shall prevail if in conflict with any other contract documents. This quote must become a binding part of any contract written in reference to it.

No retention is to be held on Traffic Control and Equipment Rental.

Maintenance or replacement of temporary traffic control items such as channelizers and barricades by others.

John Bailey
Estimator
530-949-0270
john@tandsdvbe.com

Business & Contact Information

BUSINESS NAME **T AND S DVBE, INC.**

OWNER **MS. TAREN FORDE**

ADDRESS **18981 Gravel Plant Rd.
Redding, CA 96002 [\[map\]](#)**

PHONE **530-250-5875**

FAX **530-466-2613**

EMAIL **taren@tandsdvbe.com**

WEBSITE **<http://www.tandsdvbe.com>**

ETHNICITY **Caucasian**

GENDER **Female**

COUNTY **Shasta (CA)**

Certification Information

CERTIFYING AGENCY **California Department of Transportation**

CERTIFICATION TYPE **DBE - Disadvantaged Business Enterprise**

CERTIFIED BUSINESS DESCRIPTION **General Freight Trucking, Local**

Commodity Codes

Code	Description
CA WCC C0639	ASPHALT SUPPLIER (BULK ITEM)
CA WCC C1200	CONSTRUCTION AREA SIGNS
CA WCC C1201	TRAFFIC CONTROL SYSTEM
CA WCC C1290	TEMPORARY RAILING (TYPE K)
CA WCC C1901	ROADWAY EXCAVATION
CA WCC C1910	GRADING
CA WCC C1970	EMBANKMENT CONSTRUCTION

CA WCC C1980	IMPORTED BORROW
CA WCC C5620	ROADSIDE SIGN
CA WCC C6650	CORRUGATED METAL PIPE (CSP)
CA WCC C8201	OBJECT MARKER
CA WCC C9602	BOTTOM DUMP TRUCKING
CA WCC C9605	FLAT BED TRUCKING
CA WCC C9606	WATER TRUCK
CA WCC C9607	END DUMP TRUCK
CA WCC C9608	ASPHALT OIL TANKERS
CA WCC C9774	TRUCKER
NAICS 238990	All Other Specialty Trade Contractors
NAICS 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
NAICS 484110	General freight trucking, local
NAICS 484121	General Freight Trucking, Long-Distance, Truckload
NAICS 484220	Specialized Freight (except Used Goods) Trucking, Local
NAICS 484230	Specialized Freight (except Used Goods) Trucking, Long-Distance

Additional Information

WORK DISTRICTS/REGIONS	Butte, Lassen, Modoc, Plumas, Shasta, Tehama
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	38721



California Public Works Construction Planroom

All-American Construction, Inc.

Requesting sub-bids from the following qualified firms: **DBE** for the following project.

If "Other": Other

Post ID: 223042

March 4, 2024

Off-System Roadway Rehabilitation 2024

Project Information

Bid Date: 04/02/2024 - 2:00 pm

DBE Proposal Due Date: 04/01/2024 - 3:00 pm

Owner (Agency): The Town of Paradise

Number (Agency): 8407.2

County: Modoc / Lassen / Plumas / Butte / Sierra / Yuba / Sutter

Location: Paradise, CA 95969, USA

Contact Information

Name: Elizabeth Stokes

Email: liz@all-americanconstructioninc.com

Phone: 530-617-5111

Fax: 530-267-5236

Website: n/a

Address: 1700 Acacia Avenue, Sutter, CA 95982

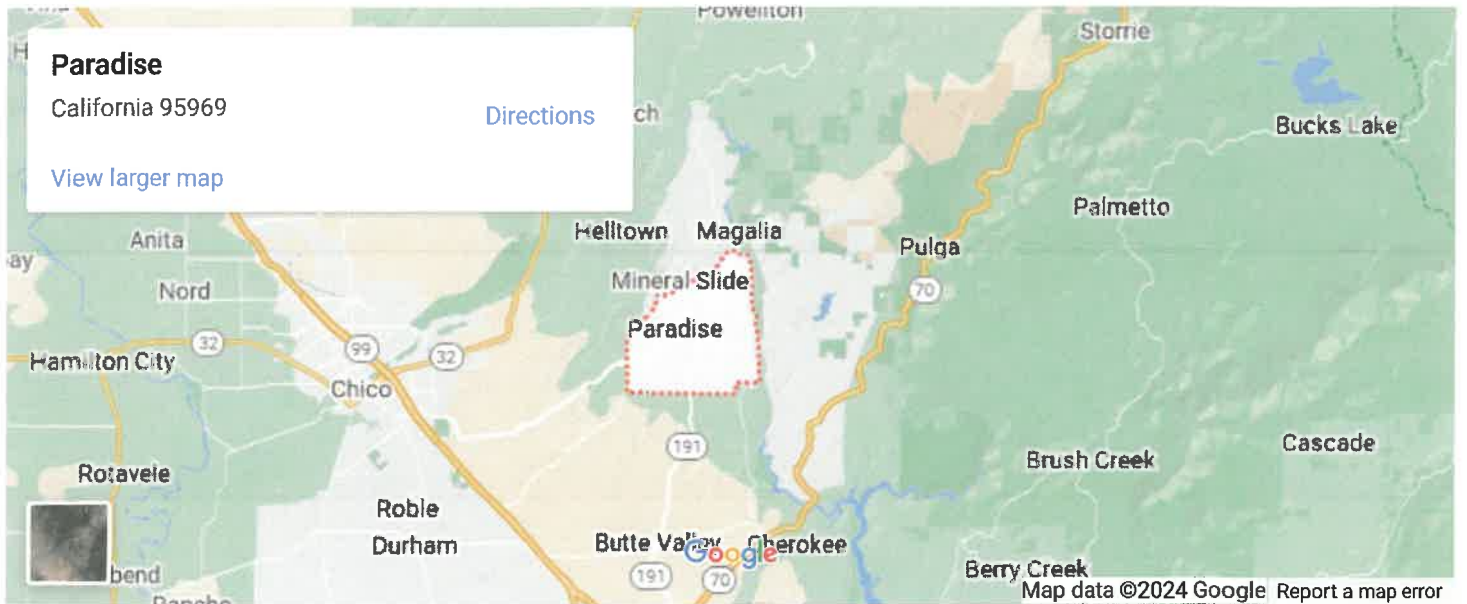
Advertised DBE Scope of Work

All-American Construction, Inc. is an Equal Opportunity Employer that is signatory to the Operating Engineers, Laborers and Cement Masons. All subcontractors must be licensed in the State of California.

All-American Construction, Inc., is willing to assist with obtaining bonding, insurance, equipment and materials and is willing to break down items into economically feasible packages to encourage participation from DBE companies. The Plans and Specifications for the project are made available at our office as well as at the Town of Paradise website through Public Purchase. All-American Construction, Inc. is requesting quotes from all qualified DBE subcontractors and suppliers for the following items of work, including but not limited to: Lead Compliance Plan, Traffic Control System, Portable Changeable Message Sign, Job Site Management, Water Pollution Prevention Plan, Street Sweeping, Clearing and Grubbing, Construction Surveys, Roadway Excavation, Shoulder Backing, Class 2 Aggregate Base, Pulverized Roadbed, Asphaltic Emulsion, Full-Depth Reclamation-Cement, Asphaltic Emulsion(FDR), HMA (Type A), Place HMA, Cold Plane Asphalt Concrete Pavement, Remove Asphalt Concrete Dike, Adjust Inlet, Minor Concrete (Curb and Gutter), Minor Concrete (Sidewalk), Minor Concrete (Curb Ramp), Remove Concrete, Detectable Warning Surface, Adjust Monument Cover to Grade, Adjust Access Box Frame and Cover (Utility), Adjust MH Frame and Cover (Storm Drain), Adjust MH Frame and Cover (Utility), Remove and Replace Monument, Lower and Raise Frame and Cover (Utility), Reconstruct Fence (Type CL-4), Resent Roadside Sign, Thermoplastic Pavement Marking, 6" Thermoplastic Traffic Stripe, Pavement Markers (Retroreflective-Recessed), Modify Traffic Signal, all trucking and supply of materials. We request that all quotes be received 24 hours before bid deadline.

Where to find the plans & specs?

Contact Us



Edit The Project Information

Note: Only the Author can edit this advertisement.

Project Title: *

Off-System Roadway Rehabilitation 2024

Project Owner (Agency): *

The Town of Paradise

Project Number (Agency): *

8407.2

Project Bid Date: *

04/02/2024



Project Bid Time: *

2:00 pm

DBE Proposal Due Date: *

04/01/2024



DBE Proposal Due Time: *

3:00 pm

DBE Certified Business Codes: *

- DBE
- UDBE
- WBE
- MBE
- DVBE
- SBE
- SDBE
- SMBE
- SLBE
- SDVOSB
- ELBE
- VOSB
- HUBZone
- 8A Certified
- Other

Project Location: *

Paradise, CA 95969, USA

[Show/Hide coordinates](#) | [Use my location](#)



Project County: *

Modoc / Lassen / Plumas / Butte / Sierra / Yuba / Sutter

Where can subcontractors view the Plans and Specifications: *

Contact Us

Other

DBE Trades Requested: *

All-American Construction, Inc. is an Equal Opportunity Employer that is signatory to the Operating Engineers, Laborers and Cement Masons. All subcontractors must be licensed in the State of California. All-American Construction, Inc., is willing to assist with obtaining bonding, insurance, equipment and materials and is willing to break down items into economically feasible packages to encourage participation from DBE companies. The Plans and Specifications for the project are made available at our office as well as at the Town of Paradise website through Public Purchase

Update

* Delete this DBE Advertisement *

Welcome, Jason

March 4, 2024

Post ID Search

Search...



Archives

March 2024 (123)

495

February 2024 (1053)

January 2024 (969)
December 2023 (858)
November 2023 (966)
October 2023 (1038)
September 2023 (1034)
August 2023 (1199)
July 2023 (1026)
June 2023 (1030)
May 2023 (883)
April 2023 (54)
March 2023 (17)
February 2023 (8)
January 2023 (7)
December 2022 (9)
November 2022 (2)
July 2022 (1)
May 2021 (1)

Email

support@bidamerica.com

•

Phone

850-462-3332

PROJECT SAVED - 3-2-24
 W/ DBE SOLICITATION
 (SEE LAST PAGE FOR PROJECT ACTIVITY)

User Notes

[3/28/2024] Jordan Franco : We are requesting quotes from all qualified subcontractors and suppliers, including all certified DBE subcontractors. We are soliciting quotes for all items. Please email quotes to castillo@all-americanconstructioninc.com [Edit](#)

Note Text Enter Note

[Documents](#) ▾ [Project Actions](#) ▾

Select Interest

Yes No Maybe
 (Clear)

Although this job has bid, we have not yet received the results from the owner

APR 9 OFF-SYSTEM ROADWAY REHABILITATION - 2024
 Location: Paradise Butte CA 95969
 When: 2:00 PM

Status:	Bidding	BIN #:	
Postponed:	No		
		BIN #:	
Bid Time:	2:00 PM		
Status:	Bidding	Postponed:	No
Public Works:			
Street:		City:	Paradise
County:	Butte	Zip Code:	95969
Project Type:	Public Works	Bid Packages:	No
Estimate Low:	\$8,212,841	Estimate High:	\$8,212,841
Contract#/Ref:	8407.2 CON	Published Date:	3/1/2024
Plan Status:	Online	Spec Status:	Online
Plans Cost:			

Description:

Work consists of roadway rehabilitation. The work will include roadway excavation, asphalt concrete overlay, full depth reclamation and pulverization, clearing and grubbing, removal and construction of concrete curbs, gutters, curb ramps, sidewalks, driveways, adjusting drainage facilities and utilities to grade, signing and striping, and other items of work.

License Required: A or combination of classes

Questions must be submitted in writing through Public Purchase, www.publicpurchase.com at least five calendar days before bid.

Bid Date Information

Bid Date	Bid Time	Extended	Bid Date Change
4/9/2024	2:00 PM	Yes	Yes

Addenda & Updates

Number	Type	Entered
01	Addenda	3/25/2024
02	Addenda	4/2/2024
Up <input type="text" value="497"/>	Bidders List	3/28/2024

Project Contacts


Questions

Town of Paradise

Owner


Town of Paradise


Bidders


Send Email to Bidders 

* = Confirmed Bidder / Plan Holder

General Contractor


 **All-American Construction, Inc. ***
jordan@all-americanconstructioninc.com
Ph:(530) 617-5111 **Live Oak CA**


 **Granite Rock Company ***
estimating@graniterock.com
Ph:(408) 574-1400 **San Jose CA**

 **Knife River Construction ***
marc.madsen@kniferiver.com
Ph:(530) 891-6555 **Chico CA**

 **Knife River Construction**
levi.hubbard@kniferiver.com
Ph:(530) 519-3508 **Chico CA**


 **Lamon Construction Co., Inc. ***
jzilich@lamonconstruction.com
Ph:(530) 845-2282 **Yuba City CA**


 **McGuire and Hester ***
estimating@mcguireandhester.com
Ph:(916) 372-8910 **Sacramento CA**


 **Perrin Construction, Inc. ***
matt@perrinconstructioninc.com
Ph:(530) 241-3300 **Redding CA**

 **Teichert Construction ***
estimating@teichert.com
Ph:(916) 757-6400 **Roseville CA**

Consultant

 **Sierra Stormwater Consulting LLC ***
cscott@sierrastormwater.com
Ph:(925) 683-9752 **Rocklin CA**
SBE/SB-PW providing SWPPP and WPCP development and inspections.

 **Tully Consulting Group**
Estimating@tullygroup.com
Ph:(707) 693-1926 **Dixon CA**
SWPPP & WPCP plans and inspection services. DBE/WBE/SBE

 **Verux, Inc.**
Sierra@veruxinc.com
Ph:(916) 439-6000 **Sacramento California**
498

Electrical Contractor

vCardAll-American Construction, Inc.(530) 617-5111(530) 267-5236jordan@all-americanconstructioninc.com03/02/2024SAVEDvCardAll-American Construction, Inc.(530) 617-5111(530) 267-5236jordan@all-americanconstructioninc.com03/02/2024VIEWEDvCardAll-American Construction, Inc.(530) 617-5111(530) 267-5236Liz@all-americanconstructioninc.com03/02/2024VIEWEDvCardAll-American Construction, Inc.(530) 617-5111(530) 267-5236Liz@all-americanconstructioninc.com03/02/2024SAVEDvCardAll-American Construction, Inc.(530) 617-5111(530) 267-5236Liz@all-americanconstructioninc.com03/02/2024VIEWEDvCardRock Creek Construction, Inc.(530) 514-4868bryan@rockcreekconstructioninc.com03/01/2024VIEWEDvCardMarina Landscape, Inc.(714) 939-6600(714) 935-1199nguyenle@marinaco.com03/01/2024VIEWEDvCardThe Professional Tree Care Co.(510) 908-5783(510) 549-3965paul@professionaltreecare.com03/01/2024VIEWEDvCardFranklin Construction, Inc.(530) 343-9600(530) 343-4245Jaime@franklinconstruction.com03/01/2024VIEWEDvCardThe Professional Tree Care Co.(510) 908-5783(510) 549-3965justin@professionaltreecare.com03/01/2024VIEWEDvCardRaPiD Construction Inc(775) 883-4269(775) 883-4269rapidconstr@aol.com03/01/2024VIEWEDvCardMountain Cascade, Inc.(925) 373-8370(925) 373-0940estimating@mountaincascade.com03/01/2024VIEWEDvCardS.T. Rhoades Construction Inc.(530) 223-9322(530) 223-9222steve@strhoadesinc.com03/01/2024SAVEDvCardS.T. Rhoades Construction Inc.(530) 223-9322(530) 223-9222steve@strhoadesinc.com03/01/2024VIEWEDvCardTully Consulting Group(707) 693-1926(707) 471-0318Estimating@tullygroup.com03/01/2024VIEWEDvCardTully Consulting Group(707) 693-1926(707) 471-0318Estimating@tullygroup.com03/01/2024SAVEDvCardTully Consulting Group(707) 693-1926(707) 471-0318Estimating@tullygroup.com03/01/2024VIEWEDvCardJAM Services, Inc.(925) 455-5267(925) 455-1148Bids@jamservicesinc.com03/01/2024VIEWEDvCardM & M Hansen Communications Contracting(530) 276-4679(530) 000-0000hansen75m@gmail.com03/01/2024VIEWEDvCardVulcan Materials Company(530) 534-4517(530) 534-6263lunab@vmcmail.com03/01/2024VIEWEDvCardSt. Francis Electric(510) 639-0639(510) 639-4653amacias@sfe-inc.com03/01/2024VIEWEDvCardT & S Construction, Inc.(916) 381-3052(916) 387-1861Art@916pipe.com03/01/2024VIEWED

[Show directory information and instructions](#)

Search Parameters

Edit Parameters

Clear Parameters

CERTIFICATIONS

Disadvantaged Business Enterprise (DBE)

COMMODITY CODES

NAICS 237: Heavy and Civil Engineering Construction

NAICS 2373: Highway, Street, and Bridge Construction

NAICS 23814: Masonry Contractors

STATE

CA

COUNTY

Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Mendocino, Nevada, Placer, Sacramento, San Joaquin, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba

Search Results

0 firms with 0 certifications found

Your search parameters did not return any matches. Click [Edit Parameters](#), modify the information in the fields above and click [Search Again](#).

Elizabeth Stokes

From: Audrey Daugherty <alynn@sacmmelectric.com>
Sent: Tuesday, April 9, 2024 10:55 AM
To: Elizabeth Stokes; Logan Teal
Subject: RE: Off System Road Rehab-Paradise

Hi Elizabeth,

M&M is not bidding this one.

Thank you for checking!!

*Audrey Daugherty
McLM Electric
1600 Auburn Blvd.
O 916-929-0150
C 916-990-5612
F 916-929-1168*

From: Elizabeth Stokes <liz@all-americanconstructioninc.com>
Sent: Tuesday, April 9, 2024 10:50 AM
To: Audrey Daugherty <alynn@sacmmelectric.com>; Logan Teal <logan@sacmmelectric.com>
Subject: Off System Road Rehab-Paradise
Importance: High

Hi there,

Are you guys sending a quote out for this project that bids today?

*Elizabeth Stokes
Office Manager & Notary Public*

All-American Construction, Inc.
Physical/Mailing Address:
1700 Acacia Avenue



Town of Paradise
Public Works Department
5555 Skyway
Paradise, CA 95969
(530) 872-6291

April 22, 2024

All-American Construction, Inc.
1700 Acacia Ave
Sutter, CA 95982

RE: Off-System Roadway Rehabilitation 2024, Contract No. 8407.2 CON
DBE Goal Good Faith Effort Administrative Reconsideration Hearing

The Good Faith Effort (GFE) to meet the DBE contract goal of 11% by low bidder, All-American Construction, Inc. has been determined to be inadequate. Per 49 CFR 26.53(d), the Town of Paradise is inviting the low bidder to an Administrative Reconsideration Hearing for reconsideration of the GFE adequacy. The hearing will be held at 5555 Skyway, Paradise, CA 95969 on the following date/time:

Monday, April 29th, 2025 at 11:00 AM

High level representatives of the Town of Paradise will make up a three-person panel. The Town Manager will chair the Administrative Reconsideration Panel providing the final decision on behalf of the Town of Paradise.

As a part of the reconsideration, All-American Construction, Inc. will have the opportunity to provide written documentation or argument concerning the issue whether it made an adequate good faith efforts to meet the DBE goal. Within five (5) business days of the reconsideration hearing, the Town of Paradise will send a written decision on the reconsideration, explaining the basis for the findings. The result of the reconsideration process is not administratively appealable to the Town of Paradise, Caltrans or the USDOT.

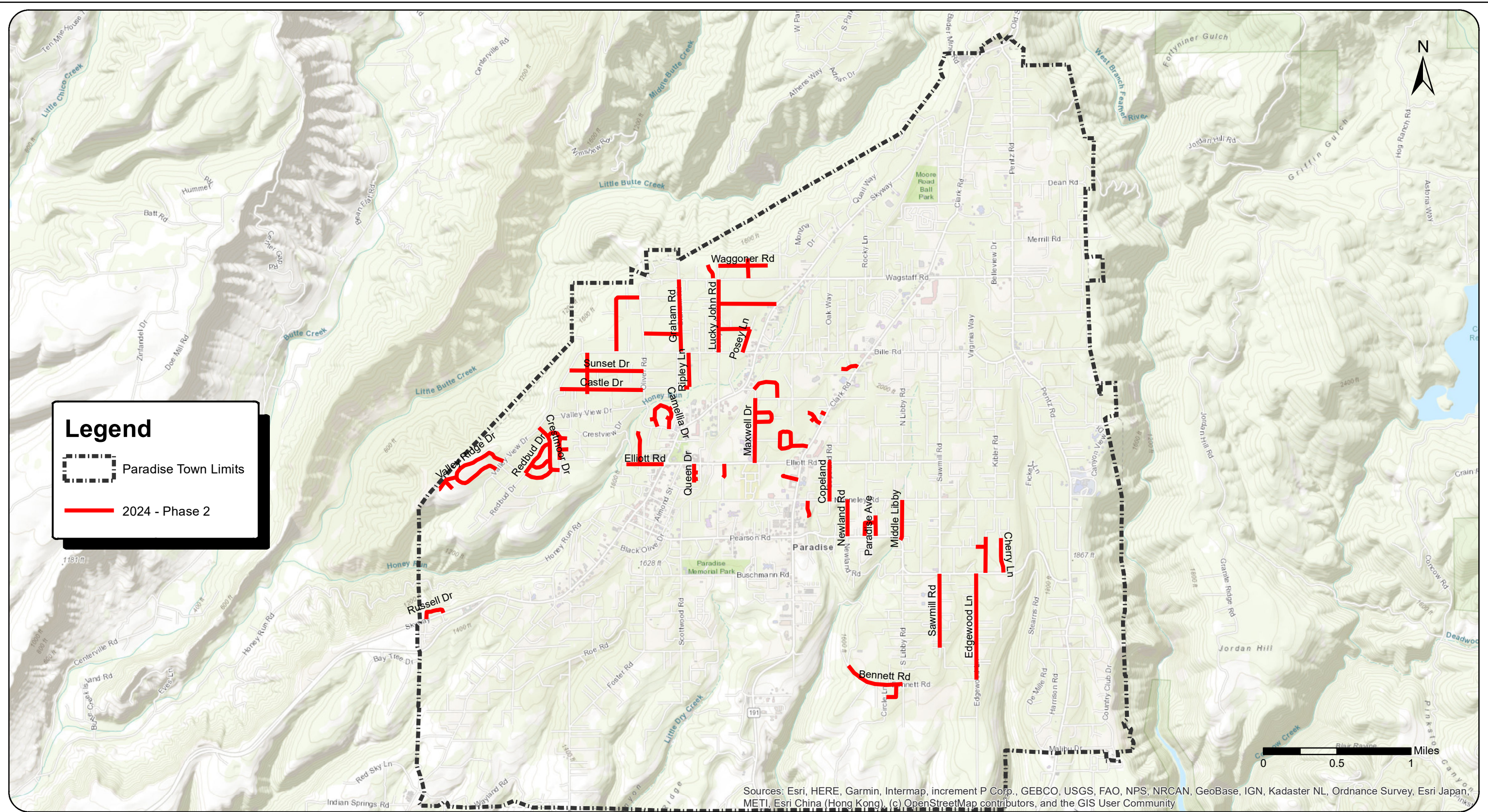
If you have any questions regarding this hearing, please contact Jessica Erdahl or me at ierdahl@townofparadise.com or mmattox@townofparadise.com, respectively.

Sincerely,

Marc Mattox,
Public Works Director/Town Engineer

Attachments:

1. Town of Paradise Good Faith Effort Documentation



TOWN OF PARADISE
 PUBLIC WORKS DEPARTMENT
 5555 Skyway Road
 Paradise, California 95969

**2024 OFF-SYSTEM ROAD
 REHABILITATION PROJECT
 FEMA**

**PROJECT
 LOCATION
 MAP**
 J ERDAHL
 NOV 2023



Town of Paradise
Council Agenda Summary
Date: May 14, 2024

Agenda Item: 6(h)

ORIGINATED BY: Dina Volenski, Town Clerk/Elections Official
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: 2024 General Municipal Election
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

Consider adopting the following resolutions relating to the consolidation of the November 5, 2024 General Municipal Election, the regulations and costs for Candidate statements and direct the Town Clerk to transmit certified copies to the Butte County election department staff:

1. Adopt Resolution No. 2024-___, "A Resolution Calling and Giving Notice for the Holding of a General Municipal Election for the Election of Three Council Members."
2. Adopt Resolution No. 2024-___, "A Resolution Requesting the Butte County Board of Supervisors to Consolidate a General Municipal Election."
3. Adopt Resolution No. 2024-___, "A Resolution Adopting Regulations for Candidate Statements." (ROLL CALL VOTE)

Background:

Pursuant to the provisions of Paradise Municipal Code Section 2.44.010, the Town of Paradise General Municipal Election is to be held in Paradise in consolidation with the General Statewide Election that is conducted by the Butte County Elections Department. Town elections are conducted pursuant to the provisions of the California Elections Code.

The next general election is scheduled for November 5, 2024. The Town Council needs to call and give notice for the holding of a general municipal election and request the Board of Supervisors to approve consolidation of the Town's election in order to elect three (3) Council Members for full four-year terms ending December, 2028.

Analysis:

A candidate may file a Candidate Statement of Qualifications to be printed in the sample ballot, not to exceed 200 words. A local agency may estimate the total cost of printing the statement and require each candidate filing a statement to pay in advance their estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. The Town Council requires a \$450 deposit from each candidate who desires to have a statement of qualifications to appear in the sample ballot. The Butte County Elections Department will bill the Town the actual costs for the statement and the candidates are refunded or billed accordingly.

Financial Impact:

An estimate of \$25,000 is being included in the 2024/25 budget based on the costs of prior elections.

**TOWN OF PARADISE
RESOLUTION NO. 2024- _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE CALLING
& GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN
OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE
OF CALIFORNIA RELATING TO GENERAL LAW CITIES FOR THE ELECTION OF
THREE TOWN COUNCIL MEMBERS**

WHEREAS, under the provisions of the laws relating to General Law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 5, 2024, for the election of three (3) Town Council Members to four-year terms of office ending December, 2028; and,

NOW, THEREFORE, be it resolved by the Town Council of the Town of Paradise, California, as follows:

SECTION 1: That, pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the Town of Paradise, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing three (3) members of the Town Council for the full term of four (4) years ending in December, 2028.

SECTION 2: That the ballots to be used at the election shall be in the form and content as required by law.

SECTION 3: That the Town Clerk and County Clerk are authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4: That in the event two (2) or more persons receive an equal and the highest number of votes necessary to be elected, the Town Clerk shall summon the candidates who have received the tie votes to appear at her office at a time to be designated by her and shall at that time and place determine the tie by lot. The recommended procedure for determining by lot a tie is attached hereto and marked Exhibit "A".

SECTION 5: In accordance with Elections Code section 4005, there shall be ballot drop off locations and vote centers within the Town's jurisdiction, that shall be available to voters.

SECTION 6: That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7: That notice of the time and place of holding the election is given and the Town Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8: That Town Clerk shall certify the Town Council passage and adoption of this Resolution for entry into the book of original Resolutions.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of May, 2024, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

EXHIBIT "A"
RESOLUTION NO. 2024- __

**RECOMMENDED PROCEDURE FOR DETERMINING BY LOT A
TIE AMONG CANDIDATES AT THE NOVEMBER 5, 2024, ELECTION
PURSUANT TO ELECTIONS CODE SECTION 15651**

The Town Clerk or her designees shall type the name of each candidate who had tied for office on a separate, but identical, piece of paper which shall be folded and deposited into a container and mixed so that one would not know which candidate's name appeared on which piece of paper. The Town Clerk or her designees shall draw from the container as many pieces of paper as there are seats on the Council to be filled by the candidates who have tied. The name(s) appearing upon the piece(s) of paper drawn shall be the name(s) of the person(s) who shall be deemed to be elected.

**TOWN OF PARADISE
RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE REQUESTING
THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, WITH THE
STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE FOR THE ELECTION OF
THREE (3) TOWN COUNCIL MEMBERS.**

WHEREAS, the Town Council of the Town of Paradise called a General Municipal Election to be held on November 5, 2024, for the purpose of the election of three (3) Members of the Town Council for four-year terms of office ending December, 2028; and,

WHEREAS, it is desirable that the General Municipal Election be consolidated with the statewide general election to be held on the same date; that within the Town, the precincts, polling places and election officials of the two elections be the same; that the Election Department of the County of Butte canvass the returns of the General Municipal Election; and, that the election be held in all respects as if there were only one election.

NOW, THEREFORE, the Town Council of the Town of Paradise does resolve, declare, determine and order as follows:

SECTION 1. That, pursuant to the requirements of section 10403 of the Elections Code, the Board of Supervisors of the County of Butte is hereby requested to consent and agree to the consolidation of a General Municipal Election with the statewide General Election on Tuesday, November 5, 2024 for the purpose of electing three (3) members of the Town Council for the full term of four (4) years, ending December, 2028.

SECTION 2. That the Butte County Board of Supervisors is requested to issue instructions to the Butte County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 3. That the Butte County Election Department is authorized to canvass the returns of the General Municipal Election and that the elections shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 4. That the Town of Paradise recognizes that additional costs will be incurred by Butte County by reason of this consolidation and agrees to reimburse the County for such additional costs and to pay the costs associated with the current methodology used by the Butte County Election Department for cost recovery for Consolidated Elections.

SECTION 5. That the Town Clerk is hereby directed to file a certified copy of this resolution with the Butte County Board of Supervisors and the Butte County Election Department of the County of Butte.

SECTION 6. That the Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of May, 2024, by the following vote:

TOWN OF PARADISE
RESOLUTION NO. 2024-____

AYES:

NOES:

ABSENT:

NOT VOTING:

Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 2024- __**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA
ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO
CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL OR SPECIAL
MUNICIPAL ELECTION**

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

NOW, THEREFORE, be it resolved by the Town Council of the Town of Paradise, California, as follows:

SECTION 1: That pursuant to Section 13307(a) of the Elections Code of the State of California, each candidate for elective office to be voted for at any General or Special Election to be held in the Town of Paradise, may prepare a candidate's statement on an appropriate form provided by the Town Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the Town Clerk at the time candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2: No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 3: An agreement between the candidate and the Town of Paradise, a copy of which is attached hereto marked Exhibit "A", shall be executed which requires each candidate to pay a four hundred fifty dollars (\$450) deposit to be applied toward the candidate's pro rata share of charges for printing and handling of the candidates' statements. Any deficit shall be paid to the Town by the candidate within thirty (30) days after presentation of a bill from the Town and the Town will refund any surplus deposited within thirty (30) days after the Town's determination of said surplus.

SECTION 4: That the Town Clerk shall provide each candidate or the candidate's representative a copy of this Resolution with attached Exhibit "A" at the time nomination petitions are issued.

SECTION 5: That the Town Clerk is authorized to execute the agreement at the time the candidate's statement is filed.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of May, 2024, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

**TOWN OF PARADISE
RESOLUTION NO. 2024- __**

Ronald Lassonde, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT is made and entered into by and among the candidate whose name is signed below and the Town of Paradise, a municipal corporation.

1. The undersigned candidate hereby agrees to pay to the Town of Paradise his or her pro rata share of the costs incurred by the Town of Paradise in the printing, handling, insertion and mailing of candidates' statements to voters.

2. It is understood and agreed that each candidate's statement shall not exceed two hundred (200) words in length. It is understood and agreed that each candidate's pro rata share of said costs shall be determined by the Paradise Town Clerk by totaling all such costs and dividing said costs by the number of candidates' statements printed without regard to the actual length of each such statement.

3. Each candidate shall pay to the Town of Paradise a four hundred fifty dollars (\$450) deposit to be applied toward the candidate's share of such charges. The deposit shall be paid and this Agreement shall be executed at the time of filing the candidate's statement. If the deposit is not made or this Agreement not executed, the Town Clerk shall not accept the candidate's statement.

4. The candidate agrees to pay any deficit relating to such charges within thirty (30) days after presentation of a bill from the Town of Paradise for such charges. The Town shall refund any surplus of the amount within thirty (30) days after the Town's determination of such surplus.

5. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees.

DATED:

TOWN OF PARADISE

(Signature of Candidate)

BY: _____
Dina Volenski, Town Clerk/Elections Official

(Printed Name of Candidate)