



# Town of Paradise

## Town Council Meeting Agenda

### 6:00 PM – February 11, 2025

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

Mayor, Steve Crowder  
Vice Mayor, Steve “Woody” Culleton  
Council Member, Greg Bolin  
Council Member, Heidi Lange  
Council Member, Ronald Lassonde

Town Manager, Jim Goodwin  
Town Attorney, Scott E. Huber  
Town Clerk/Elections Official, Melanie Elvis  
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, Jason Finney  
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. Special recognition is awarded to sworn and non-sworn police personnel and volunteers for their exemplary contributions to the department. (**Police Chief/Eric Reinbold**)

Officer of the Year:  
**Officer Derek Archuleta**

Dispatcher of the Year:  
**Dispatcher Amanda Oakley**

Civilian Employee of the Year:  
**Animal Control Officer Andrew Anaya**

VIP of the Year:  
**Frank Dodini**

PASH Volunteer of the Year:  
**Laurie Burns**

- 1f. p7 Camp Fire Recovery Updates - Written reports are included in the agenda packet.

Colette Curtis, Recovery and Economic Development Director - recovery projects, advocacy, economic recovery and development, communications, emergency operations and Housing updates.

Marc Mattox, Public Works Director/Town Engineer -infrastructure and sewer updates.

Tony Lindsey, CDD-Building and Code Enforcement- Code Enforcement 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. p21 Approve the minutes from the January 14, 2025 Special and Regular Town Council meetings and the minutes from the January 21, 2025 Special Town Council meeting. (**Town Clerk/Melanie Elvis**)
  
- 2b. p31 Approve January 2025 Cash Disbursements in the amount of \$6,643,909.16. (**Finance Director/Aimee Belev**)
  
- 2c. p39 Concur with staff recommendation to file CEQA Notice of Exemptions for Maintenance Culvert Replacements on Nunneley, Ingalls and Scottwood Roads. (**Town Engineer/Marc Mattox**)



- 2d. p50 1. Waive second reading of the entire Town Ordinance No. \_\_\_\_ and approve reading by title only; and, 2. Adopt Town Ordinance No. \_\_\_\_\_, " An Ordinance of the Town Council of the Town of Paradise Amending Sections 8.58.010-8.58.60 of the Paradise Municipal Code related to Defensible space/hazardous fuel management Fuel Break Requirements". (**Tony Lindsey/Community Development Director**)
- 2e. p56 1. Adopt Resolution No. 2025-\_\_\_, "A Resolution of The Town Council of the Town of Paradise Authorizing Disposal of Certain Town Records Maintained in the Human Resources Department Pursuant to Government Code Section 34090"; and, 2. Adopt Resolution No. 2025-\_\_\_, "A Resolution of The Town Council of the Town of Paradise Authorizing Disposal of Certain Town Records Maintained in the Finance Department Pursuant to Government Code Section 34090."; or, 3. Make the determination that certain records listed for destruction have no value to the agency, and direct that all or some of the records listed in Exhibits "B" continue to be maintained. (**Crystal Peters/HR & Risk Management & Aimee Belev/Finance Director**)
- 2f. p65 1. Concur with staff's recommendation of Consor North American, Inc., Psomas, and Unico Engineering, Inc. to perform professional construction management, inspection and materials testing services on a variety of federally, state and locally funded efforts, contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals; and,2. Approve the attached Master Agreement for Professional Services and authorize the Town Manager to execute up to three agreements relating to On-Call Construction Management, Inspection and Materials Testing Services; and, 3. Adopt Resolution 2025-\_\_\_ "A Resolution of the Town Council of the Town of Paradise, Designating Authority to the Paradise Town Manager to execute The Master Agreement for Professional Services and Individual Task Orders under the resultant master agreement for RFQ 2024-001 On-Call Construction Management, Inspection and Materials Testing Services up to the maximum contract aggregate amount of twenty three million, four hundred and ten thousand, nine hundred and ninety five dollars (\$23,410,995) to expedite and facilitate camp fire recovery efforts." (**Town Engineer/Marc Mattox**)

### **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. Ask Town Clerk if there are any cards submitted
  - ii. Ask if there is anyone else wishing to comment
- C. Mayor closes the hearing
- D. Council discussion and vote

5a. p265 1. Hold a duly noticed and published public hearing and consider concurring with the project “CEQA determination” finding embodied within Planning Commission Resolution No. 2025-01; and, 2. Concur with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on January 21, 2025, and embodied within Planning Commission Resolution No. 2025-01; and, 3. Adopt Town of Paradise Resolution No. 2025-\_\_\_, “A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (TOP: PL24-00128)”; and, 4. Waive the first reading of the entire Town Ordinance No. \_\_\_\_\_ and read by title only; and, 5. Introduce Town of Paradise Ordinance No. \_\_\_\_\_ “An Ordinance Rezoning Certain Real Properties From “C-F” (Community Facilities) to the “C-B” (Central Business) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (TOP: PL24-00128)”; or, 6. Provide an alternate directive to town staff. (ROLL CALL VOTE) (**Community Development Director/Susan Hartman**)

5b. p284 1. Hold a duly noticed and published public hearing and consider concurring with the project “CEQA determination” finding presented and considered by the Planning Commission on January 21, 2025, and embodied within Planning Commission Resolution No 2025-02; and, 2. Waive the first reading of the entire Town Ordinance No. \_\_\_\_\_ and read by title only; and, 3. Introduce Town Ordinance No. \_\_\_\_\_, “An Ordinance Amending Text Regulations within Paradise Municipal Code Title 5 [Business Licenses] and Title 17 [Zoning] Relative to the Central Business Zoning District; Vending Licenses; Farmers Markets; and the Walkable Downtown Core”; or, 4. Provide alternative direction to town staff. (ROLL CALL VOTE) (**Community Development Director/Susan Hartman**)

## 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. p366 Adopt Resolution No. 2025-\_\_\_, “A resolution of the Town Council of the Town of Paradise approving the plans, specifications and estimate for the On-System Road Rehabilitation Project – Clark Road 2025 and authorizing advertisement for bids on the project”. (ROLL CALL VOTE) (**Town Engineer/Marc Mattox**)

- 6b. p372 1. Hear an informational update relating to the Town’s progress for completion of FEMA and FHWA funded Camp Fire repairs to public roadways; and, 2. Provide direction on reviewing the Town’s CDBG-DR Action Plan and budget at the March 11, 2025 Council meeting. (**Town Engineer/Marc Mattox**)
- 6c. p376 Consider appointing two Council Members to serve on a Facilities Ad Hoc Committee to review and advise on next steps relating to the Town of Paradise’s overall facilities as well as facilities replacement needs resulting from the 2018 Camp Fire. (ROLL CALL VOTE) (**Town Engineer/Marc Mattox**)
- 6d. p377 Consider authorizing the Town Manager to issue advanced payment for previously Town Council approved purchase of Pierce Type 3 Fire Engine. (ROLL CALL VOTE) (**Town Engineer/Marc Mattox**)
- 6e. p380 Consider appointing two members of the Town Council to serve as an Ad Hoc CAL FIRE Contract Negotiations Committee. (ROLL CALL VOTE) (**Town Manager/Jim Goodwin**)
- 6f. p381 1. Waive second reading of the entire Town Ordinance No. 641 and approve reading by title only; and,
  - 2. Adopt Town Ordinance No. \_\_\_\_, " An Ordinance of the Town Council of the Town of Paradise Authorizing Implementation of a Community Choice Aggregation Program in the Town of Paradise Under Public Utilities Code Section 366.2." and,
  - 3. Adopt Resolution. No. 2025-\_\_ “A Resolution of the Town Council of the Town of Paradise Requesting Membership in Pioneer Community Energy and Approving the Amended and Restate Joint Exercise of Powers Agreement as Amended Through Amendment No. 6.” (ROLL CALL VOTE) (**Recovery & Economic Development Director/Colette Curtis**)
- 6g. p401 1. Consider adopting Resolution No. 2025-\_\_\_\_, “A Resolution of The Town Council Of The Town of Paradise Declaring An Emergency And Authorizing Repair Or Replacement Of the Bille Road at Olympia Way 18” Culverts Without Observance Of Public Bidding Requirements”; and, 2. Authorize the Town Manager to execute agreements for a contractor and/or materials for the subject project. (ROLL CALL VOTE) (**Public Works Director/Marc Mattox**)

## 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
- 8b. 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: February 11, 2025**

**Agenda Item: 1(f)**

**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 Town of Paradise submitted an application for a Workforce Training Center, located on the Paradise High School campus.
- The project is a partnership between the Town of Paradise, Butte College, PUSD, Valley Contractors Workforce Foundation, and NoRETC.
- The Standard Agreement is being routed for signature.

Healthcare

- The Town of Paradise and Adventist Health Feather River Foundation are working together to create a Strategic Healthcare Recovery Plan to assess current inventory, exiting gaps, projections, and a strategic plan for filling the gaps.
- A public meeting is scheduled for public input on February 19<sup>th</sup> at 6pm.
- The Plan is expected to be ready by Spring 2025.

Biz Pro Academy

- In an effort to make the path to opening a business in Paradise easier, the Town is creating a training program for local volunteers to help potential business owners through the process as mentors.
- The program is under development, with a goal of holding the first training in Spring 2025.

## RECOVERY

### Community Development Block Grant Disaster Recovery Mitigation Planning Public Services (CDBG DR MIT PPS)

- HCD has awarded a grant to update the Long Term Community Recovery Plan.
- Once the Standard Agreement is signed, the Town will issue a request for proposals to complete a comprehensive update.

### Overall Hazard Mitigation Project Update

Years of efforts are complete on the pre-award work on all our projects. **All projects are fully approved and funded.**

### Category 4 Tree Removal Program

- Project is fully funded and moving forward.
- Work has officially begun on completing the required property survey work in order to have properties ready for tree removal as soon as weather allows. 220 properties have been prepped for tree removal as of 2/3/25.
- 376 properties are moving forward with tree removal. These properties represent over 90% of the total trees eligible for removal in the program from Phase 1 assessments.

### Early Warning System

- All 21 Towers are standing and operational.
- 20 of the 21 Towers are now fully complete.
- The final tower is expected to be connected to power in the month of February.
- Infrastructure for the in-home units is beginning and we expect the first units to arrive and be distributed this winter.
- We are working with contractors to turn over full control of the system to the TOP dispatch center.
- The operational guidelines were presented to Town Council and approved in November 2024.

### Residential Ignition Resistant Retrofit Program

- Project is fully funded and moving forward.
- All necessary Archeological and Architectural survey contracts are in place and pre-construction survey work is beginning on properties moving forward with improvements
- We recently reached out to all property owners to confirm their intent to move forward with improvements and confirm eligibility. Approximately 80% have responded already and are moving forward to the next step.
- As of January 13, 2025, Town staff have met with 88 of the enrolled property owners to assist them in moving forward with the bid process and selecting contractors for work.

### Hazardous Fuels Reduction Program

- Project is fully funded and moving forward.

- Town staff are working with involved monitoring tribes on a plan and timeline for implementation.

#### Defensible Space Code Enforcement

- The Defensible Space Code Enforcement project was fully approved and obligated in November 2023 by FEMA and CalOES.
- Town Council approved implementation plan in January 2024.
- Grant funded staff have been hired and are in place and working in the community.

#### EMERGENCY MANAGEMENT

- The Town remains ready for any winter storm related EOC events.

#### **Financial Impact:**

None.





**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 11, 2025**

**Agenda Item: 1(f)**

**ORIGINATED BY:** Sarah Richter, Housing Program Technician  
**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 37.9% of our pre-disaster housing stock to-date** (1,720 surviving units + 3,242 new CofOs to-date = 4,962 habitable dwellings / 13,091 housing units before the Camp Fire). Our total number of habitable dwellings does not include the number of mobile homes replaced in mobile home parks because those permits are issued by HCD instead of the Building Dept., but mobile homes in parks are included in the total number of pre-fire housing units. Tax data shows 126 mobile homes in parks, so after accounting for units that were not destroyed, there is a preliminary count of 85 new units, equaling 5,047 total habitable dwellings in Paradise.

Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program (\$16 million) -- This program helps homeowners rehabilitate or reconstruct their home. We have completed 63 homes, 7 are under construction, and 7 applications in process. HCD recently allowed the grantees to increase loan amounts under the CalHome OOR program to \$250,000 when reconstructing a residence. The Housing Dept. made a "last call" for applicants who need to rebuild their home because the expenditure deadline for funds is at the end of 2025. However, the Housing Dept will continue to review applications for as long as funding allows. OOR funds can also be paired with the Recovery & Economic Development Department's Residential Retrofit program. That program's grant is limited to 75% of each projects' cost, but Housing may be able to cover the homeowner's 25% if the applicant also meets the OOR eligibility requirements.

Town of Paradise First-Time Homebuyer Program (\$7 million) -- Helping to make homeownership more affordable. We have assisted 54 households to-date and have 14 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.

- **CHIP project-** scattered site (4 units) has leased up
- **Eaglepointe-** 5975 Maxwell Dr (43 units) is leasing up and still taking applications.
- **Mayer Commons-** 1561 Kay Ct (12 units) scheduled to be completed in April of 2025.

- **Northwind Senior-** 6983 Pentz Rd (21 units) scheduled to be completed in May of 2025.
- **Cypress Family-** 1633 Cypress Ln (70 units) scheduled to be completed in December of 2025.

The 2 remaining projects are Cypress Senior (70 units), and Clark Rd. (72 units); currently working on securing additional funding and will be applying for tax credits in early 2025.

CDBG (2024 Annual Allocation=\$52,474; unspent funds=\$90,410.48) – CDBG entitlement grants are on a 5-year plan cycle called the Consolidated Plan, and this year is the 5<sup>th</sup> year in the current plan. Public comments are still being accepted and 100 people so far have responded to the survey located on the Town of Paradise website.

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 for affordable housing projects. A predevelopment loan of \$400,000 has been made for a multi-family project (\$200,000 of PLHA funds) and another \$75,000 of PLHA funds was loaned to build a small, single-family home. That home was just finished and sold to a low-income first-time homebuyer and Camp Fire survivor. The funds spent to construct the house were repaid to the Trust through the buyer's purchase, meaning the Trust can now build another small, single-family home to sell to a different buyer.

**Financial Impact:**

None.



**TOWN OF PARADISE  
Council Agenda Summary  
Date: February 11, 2025**

**Agenda No. 1(f)**

**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**

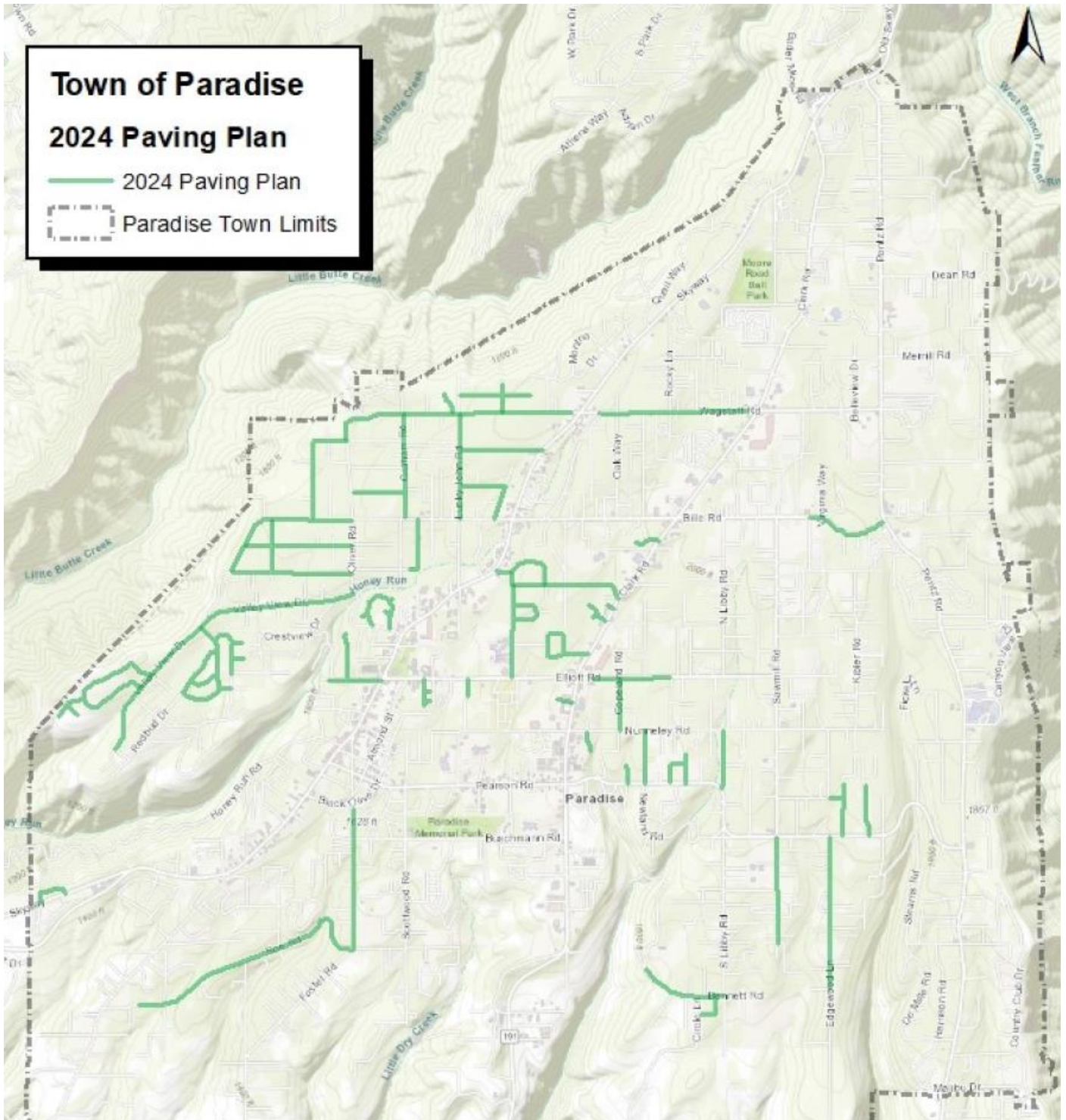
The Town of Paradise is endeavoring to pave every public road mile by the end of 2026. These projects are funded through Camp Fire Recovery Projects and are sequenced behind undergrounding of utilities and water service later replacements.

As of February 2025, the following paving progress can be reported:

	<b>August 2024</b>	<b>January 2025</b>
<b>Completed</b>	25.3 miles	40.7 miles
<b>Awarded/In-Progress</b>	21.3 miles	5.9 miles
<b>Planned 2025/2026</b>	50.3 miles	49.6 miles
<b>Total</b>	96.2 miles	96.2 miles

In August 2024, Knife River Construction began work along various roadways in Town, map shown on next page. All Phase 1 work has been completed by Knife River Construction.

Select roadways under the current contract will have work commence in spring 2025 due to planned utility clearance efforts.



Staff has advertised 2025 Off-System Road Rehabilitation and will be ready for Council consideration in March 2025. 2025 On-System Road Rehabilitation will be split into two contracts for Council consideration at this Council meeting and the March Council meeting.

## Paradise Sewer Project

On January 21, 2025 at 2pm, Paradise Town Council held a Special Meeting to address the current status of the Paradise Sewer Project.

Town Council took the following actions at this meeting:

- Council accepted the BODR and requested staff provide information on how much of the information in the plan remains useful for a local treatment option.
- Council provided direction to staff to redirect the project from a regional connection to Chico to a local treatment option, and to ensure all options for local treatment are considered.
- Council appointed Mayor Crowder and Councilmember Lange to serve as an Ad-hoc Committee to work closely with staff on the sewer project.

The first Sewer Project Ad Hoc Advisory Committee Meeting was held on January 30, 2025. Action items of this meeting were to increase public engagement opportunities with a specific community meeting and invitation for private stakeholders to present industry ideas on next steps. The Committee set a goal of achieving a revised project description in less than four months so that work can continue appropriate environmental considerations and funding pursuits.

The table below has been established to summarize the current status of funding needs:

Project Phase	Budgeted	Secured
Pre-Construction <ul style="list-style-type: none"> <li>• Environmental</li> <li>• Design</li> <li>• Right of Way</li> <li>• Permitting</li> </ul>	\$30M	\$30M <ul style="list-style-type: none"> <li>• CDBG-DR Planning</li> </ul>
Construction <ul style="list-style-type: none"> <li>• Construction Contract</li> <li>• Construction Management</li> <li>• Contingency</li> </ul>	TBD	\$15M <ul style="list-style-type: none"> <li>• CDBG-DR Infrastructure</li> </ul>
Operations & Maintenance <ul style="list-style-type: none"> <li>• Start-up Equipment</li> <li>• Staffing</li> </ul>	TBD	\$0
<b>Total</b>	<b>TBD</b>	<b>\$45M</b>

At this time, staff is pursuing additional project funds through the State Water Board and Army Corps of Engineers. More information will be provided in subsequent updates as these potential sources are studied further for alignment with revised project direction.

## Capital Project Updates

Below is an abbreviated Project List intended to show the current status of each project. More information on each project's scope and schedule can be found at [www.townofparadise.com/pwe](http://www.townofparadise.com/pwe). Typical project progressions and timeframes are as follows:

- (1) Environmental, 6-24 months
- (2) Design, 12 months
- (3) Right of Way, 6-12 months
- (4) Construction, 6-24 months

Project ID	Project Title	Project Phase	Anticipated Construction Completion Year
7301	On-System Culvert Replacement	Complete	-
7302	On-System Hardscape Replacement	Complete	-
7303	On-System Road Rehabilitation	Construction	2026
7304	On-System Sign Replacement	Complete	-
7307	Neal Road Rehabilitation	Design	2028
8404	Camp Fire Hydrant Repairs	Design	2025
8407	Off-System Road Rehabilitation	Construction	2026
8408	Off-System Culvert Repair	Complete	-
9389	Pentz Pathway Project Phase II	Design	2028
9390	Paradise ATP Gateway Project (Neal Road Class I)	Environmental	2028
9391	Oliver Curve Pathway Phase I	Design	2028
9394	Paradise Sewer Project	Design	2031
9421	Forest Service Road Improvements	Environmental	2027
9422	Foster/Black Olive Intersection Improvements	Environmental	2027
9423	Elliott/Nunneley Road Extension	Environmental	2027
9424	Skyway Link ATP (Bille to Wagstaff)	Environmental	2027
9425	Upper Skyway Widening (Bille to Wagstaff)	Environmental	2027
9426	Skyway/Pentz Intersection Improvements	Environmental	2028
9427	Pentz Road Widening	Environmental	2028
9428	Roe Road Phase 1 (Pentz to S. Libby)	Environmental	2028
9430	Pearson-Hilltop Guard Rail	Design	2025
9433	Animal Shelter Expansion	Construction	2025
9434	Roe Road Phase 2 (S. Libby to Clark)	Environmental	2028

### Funding Pursuits



Below is a listing of active funding pursuits related to infrastructure recovery and status updates:

<b>Program</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Anticipated Award Notification</b>	<b>Notes</b>
BUILD 2025	Roe Road Extension Phase 2 Project	\$25M	June 2025	Project was not selected in Round 1 (RAISE 2024 carryover) and has been submitted for Round 2 funding.
Federal CDBG-DR MIT RIP	Evacuation Route Changeable Message Sign Project	\$5.4M	Summer 2024	Project has been formally awarded. Town waiting on HCD Agreements to advance to project kickoff.
Federal CDBG-DR MIT RIP	Storm Drain Resiliency Project	\$3.9M	Summer 2024	Project has been formally awarded. Town waiting on HCD Agreements to advance to project kickoff.
Federal CDBG-DR MIT RIP	Private Road Identification Safety Project	\$960,000	Summer 2024	Project has been formally awarded. Town waiting on HCD Agreements to advance to project kickoff.





**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 11, 2025**

**Agenda Item: 1(f)**

**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:**

Under the original Urgency Ordinance, 206 RV Temporary Use Permits (TUPs) were issued. However, only 54 are currently occupied (Exhibit A).

	January	December
Parcels permitted to occupy an RV	54	56
Accessory structures	13	13

RV Code Enforcement activity. Parcels with RV violations. (Exhibit B):

	January	December
Occupied/Unoccupied RVs	26	27
Occupied RVs with TUP Violations	1	1
Compliance gained/RV cases closed	1	7

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.

	January	December
Sites Visited	18	6
Community members contacted	19	7
Tenants	7	0
Owner-occupied	11	6
Supplied contact information	12	0
Do not qualify/refused	1	0

Fire Prevention is crucial to our community's safety and supports our continued economic growth. It focuses 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 11,195 parcels throughout our community to ensure compliance and reduce fire hazards.

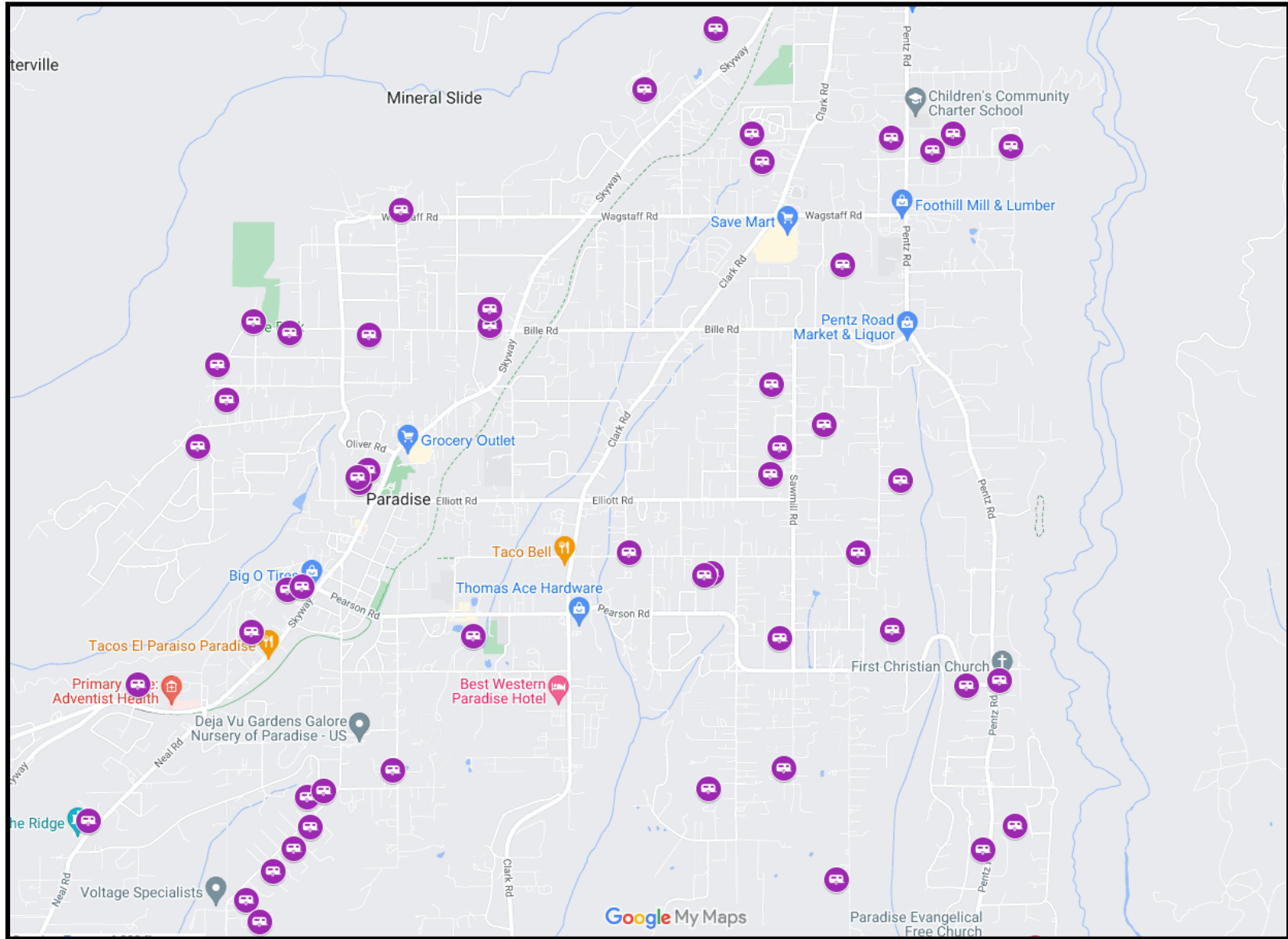
Escrow defensible space inspections	January	December
• Clearance requests received	83	78
• Certificates issued	77	67
• Land Surveyor's Certifications	19	13
• First inspection compliance rate	83%	86%
Weed abatement inspections		
• Compliant parcels	10,830 – 97%	10,757 – 96%
• Active Code cases	301	377
• Commercial parcels	15	16
• Residential parcels	286	361

In October, 396 properties were identified as priority properties due to overgrown vegetation that posed a public nuisance. Risk Management approved twelve weed abatement contractors, and abatement work commenced in the first week of December. To date, 338 properties have achieved compliance, reducing the outstanding abatement operations to 57, with 30 of those being tax delinquent.

Other Code Enforcement Items:

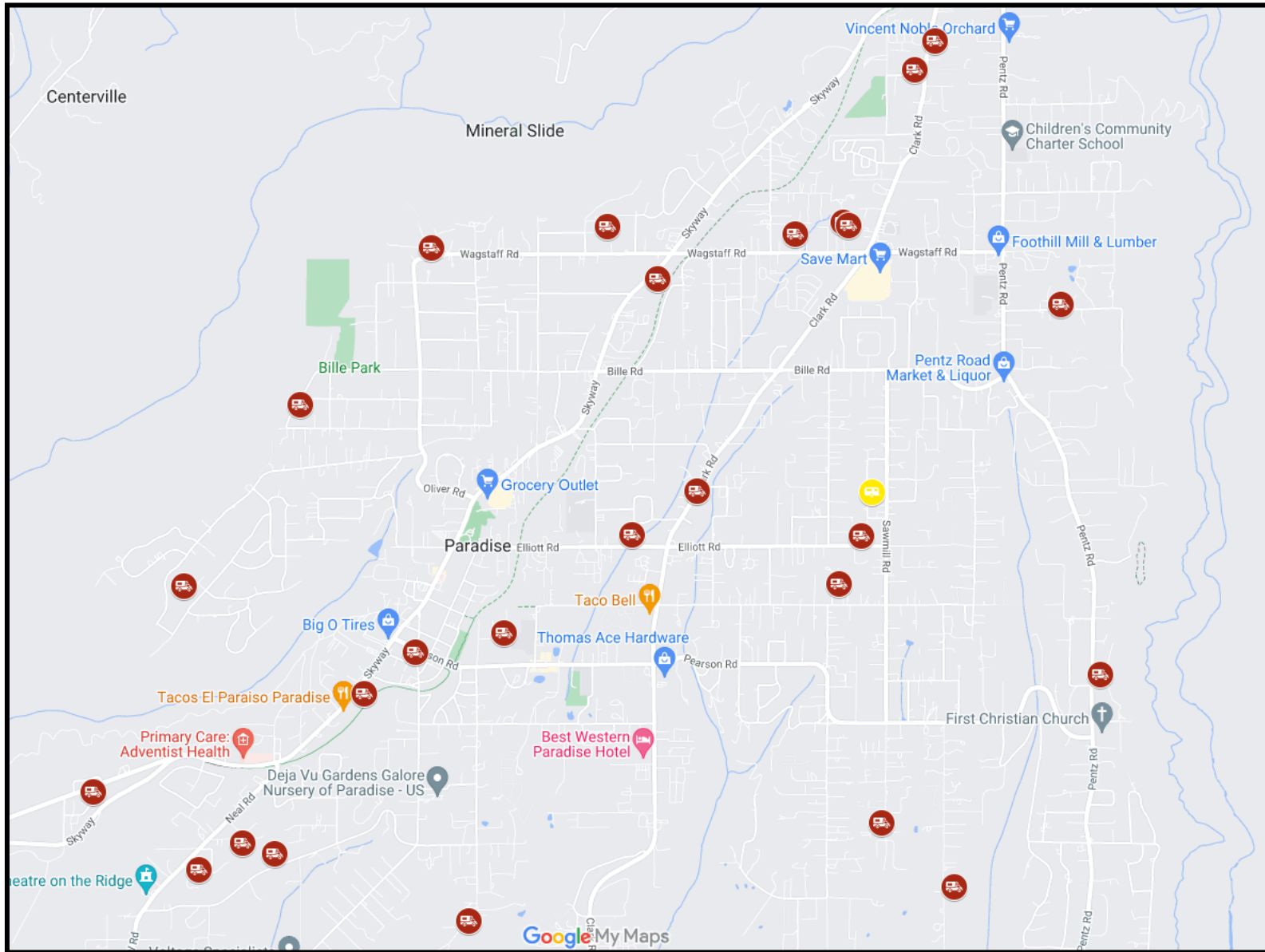
Abandoned Vehicle Authority	January	December
• Vehicle Tows	5	2

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, cannabis, and the absence of garbage service.



RV TUP Extended 54

# TUP Violations 1/29/2025



Violations w/ TUP 1



RV no TUP 26



**MINUTES  
PARADISE TOWN COUNCIL  
SPECIAL MEETING – 5:00 PM – January 14, 2025**

**1. OPENING**

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 5:00 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 “Woody” Culleton, Heidi Lange, Ronald Lassonde, and Steve Crowder, Mayor.

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Town Clerk/Elections Official Melanie Elvis, Community Development Director Tony Lindsey, and Information Systems Director Luis Marquez.

At 5:01 p.m. Mayor Crowder 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(d)(4), the Council will meet with the Town Manager and the Town Attorney regarding potential initiation of litigation – one case.
- 2b. Pursuant to Government Code Section 54956.9(d)(2), the Council will meet with the Town Manager and Town Attorney regarding potential exposure to litigation – one case.

After reconvening from Closed Session at 6:01 p.m., Mayor Crowder announced direction was given, no reportable action was taken.

**3. ADJOURNMENT**

Mayor Crowder adjourned the Council meeting at 6:01 p.m.

Date approved:

By:

Attest:

\_\_\_\_\_  
Steve Crowder, Mayor

\_\_\_\_\_  
Melanie Elvis, Town Clerk



## TOWN COUNCIL Meeting Minutes

6:00 PM – January 14, 2025

### 1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Crowder at 6:01 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 Lassonde.

**COUNCIL MEMBERS PRESENT:** Greg Bolin, Steve “Woody” Culleton, Heidi Lange, Ronald Lassonde, and Steve Crowder, Mayor

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Town Clerk/Elections Official Melanie Elvis, Community Development Director Tony Lindsey, Community Development Director Susan Hartman, Public Works Director/Town Engineer Marc Mattox, Recovery and Economic Development Director Colette Curtis, Finance Director Aimee Beleu, Project Manager Brian Solecki, Emergency Operations Coordinator Jim Broshears, Police Chief Eric Reinbold, Fire Chief Patrick Purvis, Fire Chief Jason Finney and Information Systems Director Luis Marquez.

- 1a. Jim McCourt from Meeder Investments provided a financial update.
- 1b. Taylor Nilsson from the Butte County Fire Safe Council, Dallas Koller from the Prescribed Burn Association and Town of Paradise Emergency Operations Coordinator Jim Broshears presented the benefits of grazing and prescribed burns in combatting wildfire risk.
- 1c. Camp Fire Recovery Updates - Written reports are included in the agenda packet.

Colette Curtis, Recovery and Economic Development Director - recovery projects, advocacy, economic recovery and development, communications, emergency operations and Housing updates.

Marc Mattox, Public Works Director/Town Engineer -infrastructure and sewer updates.

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

## 2. CONSENT CALENDAR

**MOTION by Bolin, seconded by Lassonde**, approved consent calendar items 2a through 2d with item 2e removed from the consent calendar by Council Member Lange. Roll call vote was unanimous.

- 2a. Approved the minutes of the December 10, 2024 Regular Town Council meeting.
- 2b. Approved December 2024 Cash Disbursements in the amount of \$10,448,662.86.
- 2c. 1. Adopted Resolution No. 2025-01 “A Resolution of the Town Council of the Town of Paradise Approving an Allocation of Funding and the Execution of a Grant Agreement and Any Amendments Thereto From The CDBG-DR Program”; and, 2. Authorized staff to allocate the additional CDBG-DR Program funding as needed to the current Multifamily projects that have already been underwritten and conditionally approved by DR-MHP.
- 2d. Adopted Resolution No. 2025-02, “A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006.”
- 2e. ITEM REMOVED FROM THE CONSENT CALENDAR BY COUNCIL MEMBER LANGE.

## 3. ITEMS REMOVED FROM CONSENT CALENDAR

Council Member Bolin recused himself from the dais at 6:49 p.m. due to a potential conflict of interest.

- 2e. 1. Concur with staff’s recommendation to allow Paradise Town Manager to approve amendments to the current Master Services Agreement with HDR so long as the amendment does not affect the overall budget that was originally approved and the overall intent of the Master Services Agreement; and, 2. Adopt Resolution No. 2025-\_\_\_ “A Resolution of the Town Council of the Town of Paradise, Receding and Replacing Resolution No. 23-22, and Designating Authority to the Town Manager to Execute Individual Task Orders and Amendments Under The Resultant Master Agreement For RFQ 2023-001 On-Call Owner’s Agent Up To The Maximum Contract Aggregate Amount Of \$5,000,000 To Expedite and Facilitate the Paradise Sewer Project, Initial Design And Progressive Design Build Process.”

Council Member Lange requested this item to be removed from the consent calendar and asked for more Council input in any contract changes. Town Engineer Marc Mattox provided an overview of the Owner’s Agent Contract with HDR and explained staff’s request to authorize the Town Manager to



make contract amendments without being able to change the scope, value and not-to-exceed amount of the contract. Council provided direction to staff to bring this item back at the January 21, 2025 Special Town Council Meeting. All Council concurred with Greg Bolin absent and not voting.

Council Member Bolin returned to the dais.

#### **4. PUBLIC COMMUNICATION**

1. Fire Chief Patrick Purvis introduced the new North Division and Paradise Fire Chief Jason Finney.

2. Jon Remalia would like to rezone his newly acquired property on Anchor Way so he could build a shelter for his goats.

#### **5. PUBLIC HEARINGS**

5a. Recovery & Economic Development Director Colette Curtis provided an overview of the process required to draft the CDBG 2025-2029 Consolidated Plan and 2025-2026 Annual Plan. Ms. Curtis shared that this would be the first of two public hearings; the Town would solicit comments and draft the plans based on those comments. Staff would present the draft at the second public hearing. After the hearing, staff would submit the proposed 2025-2029 Consolidated Plan and 2025-2026 Annual Plan to HUD for final approval.

Mayor Crowder opened the public hearing at 7:12 p.m.

There were no public comments.

Mayor Crowder closed the public hearing at 7:13 p.m.

5b. Town Attorney Scott E. Huber provided an overview of the Category 4 Hazardous Tree Program, the RFP and the history of the bid protest.

Nathan Bamford, a representative of J.W. Bamford reviewed the company's position on why they thought they should have been awarded the contract, based on Bamford being the lowest bidder and having underbid proposed awardee by \$3.5 million.

Mayor Crowder opened the public hearing at 7:22 p.m.

There were no public comments.

Mayor Crowder closed the public hearing at 7:23 p.m.

**MOTION by Bolin, seconded by Culleton** rejected the bid protest by J.W. Bamford, Inc. for the HMGP Category 4 Hazard Tree Removal Program. Roll call vote was unanimous.

- 5c. Town Attorney Scott E. Huber provided an overview of the Category 4 Hazardous Tree Program, the RFP and the history of the bid protest.

Josh Saint, one of the owners of P31 Enterprises reviewed the company's position on why they thought they should have been awarded the contract, based on being the lowest bidder and having the qualifications to complete the project.

Mayor Crowder opened the public hearing at 7:33 p.m.

1. Melissa Crick asked where the evaluation and scoring sheets could be found and why Council could not have heard the item to award the contract, first.

Town Attorney Scott E. Huber clarified that Council could not consider the award of the Category 4 Hazardous Tree Program contract first, because if either of the protests were approved, the contract could not be awarded at this meeting.

2. Craig Newton spoke in favor of the protest and thought Council should reject the bid process because it looks like public corruption.

Mayor Crowder closed the public hearing at 7:39 p.m.

**MOTION by Bolin, seconded by Culleton** rejected the bid protest by P31 Enterprises, Inc. for the HMGP Category 4 Hazard Tree Removal Program. Roll call vote was unanimous.

## 6. COUNCIL CONSIDERATION

- 6a. Recovery & Economic Development Director Colette Curtis introduced the item and shared that the Town has been working toward awarding the Category 4 Hazardous Tree Contract since 2019. Project Manager Brian Solecki provided an overview of the RFP process and scoring matrix.

1. Gary Warner provided an overview of Warner Enterprises' work experience, commitment to using local contractors and how they built the bid for the proposal.

**MOTION by Culleton, seconded by Bolin**, approved the Professional Services Agreement and authorized the Town Manager to execute a contract with Warner Enterprises for Category 4 Hazardous Tree Removal. AYES: Bolin, Culleton and Crowder; NOES: Lange and Lassonde; ABSTAIN: None; ABSENT: None.

- 6b. Recovery & Economic Development Director Colette Curtis provided an overview of the proposed ordinance authorizing implementation of a Community Choice Aggregation Program for Pioneer Energy.

Town Attorney Scott E. Huber proposed an amendment to the ordinance submitted in the agenda packet, to have it codified under Chapter 2.47 entitled Community Choice Aggregation Program.

**MOTION by Bolin, seconded by Lassonde,** 1. Waived the first reading of Town Ordinance No. 641 and read by title only; and, 2. Introduced Town Ordinance No. 641, "An Ordinance of the Town Council of the Town of Paradise Authorizing the Implementation of a Community Choice Aggregation Program in the Town of Paradise Under Public Utilities Code section 366.2" with the amendment that the ordinance be codified under Chapter 2.47 in the Paradise Municipal code in a section entitled Community Choice Aggregation Program. Roll call vote was unanimous.

- 6c. Town Engineer Marc Mattox provided an overview of the proposed Plans, Specifications and Estimate for the 2025 Off-System Road Rehabilitation Project.

**MOTION by Bolin, seconded by Culleton,** adopted Resolution No. 2025-03, "A resolution of the Town Council of the Town of Paradise Approving the Plans, Specifications and Estimate for the 2025 Off-System Road Rehabilitation Project and Authorizing Advertisement for Bids on the Project". Roll call vote was unanimous.

- 6d. Community Development Director Tony Lindsey provided an overview of the proposed ordinance to increase fuel break requirements on parcels over 1.5 acres from 30 feet to 50 feet. The ordinance also provides for an Exceptions Committee made up of two Council Members for extenuating circumstances.

1. Josh Coleman spoke in opposition to this ordinance.

**MOTION by Lassonde, seconded by Crowder** 1. Waived the entire first reading of Town Ordinance No. 642 and read by title only; and, 2. Introduced Town Ordinance No. 642, "An Ordinance of the Town Council of the Town of Paradise Amending Sections 8.58.010 - 8.58.60 of the Paradise Municipal Code related to Defensible Space/Hazardous Fuel Management and Fuel Break Requirements." Roll call vote was unanimous.

## 7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items:

1. Council provided direction to staff to formally bring back an item which would establish a liaison committee between Paradise Unified School District and the Town of Paradise. Council appointed Council Members Greg Bolin and Heidi Lange to the TOP/PUSD Liaison Committee.

7b. Council reports on committee representation:

Council Member Bolin shared that the January LAFCo meeting had been cancelled.

Council Member Lange attended the PUSD monthly board meeting; a Continuum of Care meeting; and the Paradise Ridge Chamber of Commerce mixer.

Council Member Lassonde attended the Paradise Ridge Chamber of Commerce mixer; the VIPs Christmas Party; a mural unveiling at Joy Lynn's; and spoke with Council Members of cities currently dealing with the fires in L.A.

Council Member Culleton attended the quarterly TOP/PRPD Liaison Committee meeting.

Mayor Crowder fielded several interviews from TV and radio stations from L.A. regarding the fires; attended the quarterly TOP/PRPD Liaison Committee meeting; a mural unveiling at Joy Lynn's; the Moose Lodge reopening; and spoke with Kathy Yanni from the Fire Victims Trust who said they plan to shut down the trust by the end of the year.

7c. Future Agenda Items:

1. Council Member Bolin asked that staff bring back an ordinance that addresses broadcast burning and extended guidelines for grazing for Council consideration.

**8. STAFF COMMUNICATION**

8a. Town Manager Jim Goodwin shared that he attended the quarterly TOP/PRPD Liaison Committee meeting and attended an Economic Forecast Conference with Recovery & Economic Development Director Colette Curtis.

**9. CLOSED SESSION - None**

**10. ADJOURNMENT**

Mayor Crowder adjourned the meeting at 9:11 p.m.

Date approved:

By:

Attest:

\_\_\_\_\_  
Steve Crowder, Mayor

\_\_\_\_\_  
Melanie Elvis, Town Clerk



**MINUTES**  
**PARADISE TOWN COUNCIL**  
**SPECIAL MEETING – 2:00 PM – January 21, 2025**

**1. OPENING**

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 2:00 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:** Steve “Woody” Culleton, Heidi Lange, Ronald Lassonde, and Steve Crowder, Mayor.

**COUNCIL MEMBERS ABSENT:** Greg Bolin

**STAFF PRESENT:** Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Town Clerk/Elections Official Melanie Elvis, Community Development Director Tony Lindsey, Community Development Director Susan Hartman, Public Works Director/Town Engineer Marc Mattox, Capital Projects Manager Colin Nelson, Supervising Project Manager Jessica Erdahl, Recovery and Economic Development Director Colette Curtis, Police Chief Eric Reinbold, Police Lieutenant Cameron Kovacs, Deputy Town Clerk Jacquelyn Blancett and Administrative Assistant Sheris Alvies.

**2. COUNCIL CONSIDERATION**

- 2a. Town Engineer Marc Mattox introduced the Paradise Sewer Project Progressive Design Build consultants team from Mountain Cascade, Inc. and Carollo Engineering and Town staff. The consultants presented the project components for a regional Paradise Sewer Project design.
1. JT Martin said the problem was with “effluents” and that there are other options besides a sewer.
  2. Cliff Jacobson said the septic tanks weren’t the problem, the problem is with the leach fields and asked the Council to consider worms as an option.
  3. Federico Pumpin from BioFiltro said the Town can harness the power of nature for different options for wastewater treatment plants and provided Council with a pamphlet on BioFiltro’s worm treatment for effluents.
  4. Jon Remalia asked if Council had looked at the Carollo Engineering contract vs the Basis of Design Report to know if the consultants had really fulfilled their contract obligations.
  5. Nathaniel Vail spoke in opposition to a local sewer treatment plant located on lower Skyway.
  6. William Sharrett said the timeline to put a sewer in place was costing the Town in potential revenue and made it more expensive on Paradise Unified School District to build new facilities.

7. Doug Munjar asked how Council knew Carollo Engineering did their jobs correctly; said there are a lot of alternatives to a sewer and thought a smaller system that could be added later would be more prudent.
8. Robert Bean asked if the Town was working with other stakeholders like Paradise Irrigation District.
9. Kevin Phillips, Paradise Irrigation District Manager, said PID would like to support and partner with the Town in funding, advocacy, and the operations and maintenance of the project.

Mr. Mattox reported the current cost estimate for a regional project to be in excess of \$450 million and asked for Council direction on how to proceed. Mr. Mattox shared new potential funding sources and asked for direction on a revised project that would be more fiscally attainable.

**MOTION by Lassonde, seconded by Culleton** concurred with staff's recommendation to accept the Basis of Design Report (BODR) prepared and submitted by Carollo Engineering and requested staff provide information on how much of the information in the plan remains useful for a local treatment option. Roll call vote was unanimous with Council Member Greg Bolin absent and not voting.

Council provided direction to staff to redirect the project from a regional connection to Chico to a local treatment option, and to ensure all options for local treatment are considered.

**MOTION by Lassonde, seconded by Culleton**, appointed Mayor Crowder and Council Member Lange to serve on an Ad Hoc Committee, replacing the previously established Sewer Regionalization Project Advisory Committee between the Town of Paradise, City of Chico and Central Valley Regional Water Quality Control Board to work closely with staff on the sewer project. Roll call vote was unanimous with Council Member Greg Bolin absent and not voting.

- 2b. Town Engineer Marc Mattox provided an overview of the proposed resolution to allow Paradise Town Manager to approve amendments to the current Master Services Agreement with HDR.

**MOTION by Culleton, seconded by Lassonde**, 1. Concurred with staff's recommendation to allow Paradise Town Manager to approve amendments to the current Master Services Agreement with HDR so long as the amendment does not affect the overall budget that was originally approved and the overall intent of the Master Services Agreement; and, 2. Adopted Resolution No. 2025-04 " A Resolution of the Town Council of the Town of Paradise, Receding and Replacing Resolution No. 23-22, and Designating Authority to the Town Manager to Execute Individual Task Orders and Amendments Under The Resultant Master Agreement For RFQ 2023-001 On-Call Owner's Agent Up To The Maximum Contract Aggregate Amount Of \$5,000,000 To Expedite and Facilitate the Paradise Sewer Project, Initial Design And Progressive Design Build Process" with direction that all task

order amendments be reviewed by the Sewer Ad Hoc Committee, first. Roll call vote was unanimous with Council Member Greg Bolin absent and not voting.

**3. CLOSED SESSION**

At 4:47 p.m. Mayor Crowder announced that the Town Council would adjourn to Closed Session for the following items:

- 3a. Pursuant to Government Code Section 54956.9(d)(2), the Council will meet with the Town Manager and Town Attorney regarding potential exposure to litigation – one case.

After reconvening from Closed Session at 5:05 p.m., Mayor Crowder announced direction was given, no reportable action was taken.

**10. ADJOURNMENT**

Mayor Crowder adjourned the Council meeting at 5:06 p.m.

Date approved:

By:

Attest:

\_\_\_\_\_  
Steve Crowder, Mayor

\_\_\_\_\_  
Melanie Elvis, Town Clerk



# TOWN OF PARADISE

## CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF  
**January 1, 2025 - January 31, 2025**



**CASH DISBURSEMENTS REPORT**  
**January 1, 2025 - January 31, 2025**

<b>Check Date</b>	<b>Pay Period End</b>	<b>Description</b>	<b>Amount</b>	<b>Total</b>
1/3/2025	12/29/2024	Net Payroll - Direct Deposits and Checks	\$ 253,666.86	
1/17/2025	1/12/2025	Net Payroll - Direct Deposits and Checks	\$ 257,060.53	
1/31/2025	1/26/2025	Net Payroll - Direct Deposits and Checks	<u>\$ 266,729.77</u>	\$ 777,457.16

Accounts Payable

Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	531,408.26	
Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$5,335,043.74</u>	
TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>5,866,452.00</u>
GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 6,643,909.16</u></u>

APPROVED BY: \_\_\_\_\_  
 Aimee Belev - Finance Director/Town Treasurer

APPROVED BY: \_\_\_\_\_  
 Jim Goodwin - Town Manager

# Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 1/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP TCB - General Checking									
<u>Check</u>									
88211	01/06/2025	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$17,504.87		
88212	01/09/2025	Open			Accounts Payable	SVCS/US BANCORP ADVANCED DOCUMENT CONCEPTS	\$4.28		
88213	01/09/2025	Open			Accounts Payable	AGS CONSTRUCTION SERVICES	\$2,140.00		
88214	01/09/2025	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$698.65		
88215	01/09/2025	Open			Accounts Payable	All Things Trees	\$2,600.00		
88216	01/09/2025	Open			Accounts Payable	Amazon Capital Services	\$687.29		
88217	01/09/2025	Open			Accounts Payable	AT&T	\$89.46		
88218	01/09/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.91		
88219	01/09/2025	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$197.05		
88220	01/09/2025	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$31.03		
88221	01/09/2025	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$31.07		
88222	01/09/2025	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,600.88		
88223	01/09/2025	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,057.74		
88224	01/09/2025	Open			Accounts Payable	Big O Tires	\$120.00		
88225	01/09/2025	Open			Accounts Payable	Broad & Gusman	\$8,000.00		
88226	01/09/2025	Open			Accounts Payable	Brush Masters	\$1,250.00		
88227	01/09/2025	Open			Accounts Payable	BUTTE CO RECORDER	\$91.00		
88228	01/09/2025	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$3,558.00		
88229	01/09/2025	Open			Accounts Payable	BUTTE COUNTY ELECTIONS DIVISION	\$17,692.09		
88230	01/09/2025	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$736.70		
88231	01/09/2025	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$2,114.60		
88232	01/09/2025	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$32.00		
88233	01/09/2025	Open			Accounts Payable	CivicPlus, LLC	\$5,027.40		
88234	01/09/2025	Open			Accounts Payable	Cobb, Bryan	\$92.40		
88235	01/09/2025	Open			Accounts Payable	Cole Huber LLP	\$17,623.50		
88236	01/09/2025	Open			Accounts Payable	Crossfire Tree & Vegetation Services	\$5,980.00		
88237	01/09/2025	Open			Accounts Payable	D8 Enterprises Inc.	\$19,150.00		
88238	01/09/2025	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$993,856.01		
88239	01/09/2025	Open			Accounts Payable	Down Range Indoor Training Center	\$96.33		
88240	01/09/2025	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$144.98		
88241	01/09/2025	Open			Accounts Payable	Elam IT, Jon, Elam	\$6,397.90		
88242	01/09/2025	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$550.00		
88243	01/09/2025	Open			Accounts Payable	Explore Butte County	\$18,734.17		
88244	01/09/2025	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$135.00		
88245	01/09/2025	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$301.72		
88246	01/09/2025	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$7,317.86		
88247	01/09/2025	Open			Accounts Payable	Guardian Public Safety Background Investigations	\$1,450.00		
88248	01/09/2025	Open			Accounts Payable	HARTMAN, SUSAN	\$1,339.71		

# Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 1/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88249	01/09/2025	Open			Accounts Payable	Healthcare Strategists, Inc.	\$22,500.00		
88250	01/09/2025	Open			Accounts Payable	Helping Hands Ca	\$2,600.00		
88251	01/09/2025	Open			Accounts Payable	Hero Industries	\$4,400.00		
88252	01/09/2025	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$600.00		
88253	01/09/2025	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$12,495.06		
88254	01/09/2025	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$186.65		
88255	01/09/2025	Open			Accounts Payable	Kelly Peirce	\$45.13		
88256	01/09/2025	Open			Accounts Payable	Kimball Midwest	\$405.20		
88257	01/09/2025	Open			Accounts Payable	L.N. CURTIS & SONS	\$941.59		
88258	01/09/2025	Open			Accounts Payable	LIFE ASSIST INC	\$380.65		
88259	01/09/2025	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$7.00		
88260	01/09/2025	Open			Accounts Payable	Mercy Housing California 113, L.P.	\$1,563,903.70		
88261	01/09/2025	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$780.00		
88262	01/09/2025	Open			Accounts Payable	MODERN BUILDING INC.	\$166,723.42		
88263	01/09/2025	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
88264	01/09/2025	Open			Accounts Payable	Murphys Construction	\$35,000.00		
88265	01/09/2025	Open			Accounts Payable	Murphys Construction	\$6,200.00		
88266	01/09/2025	Open			Accounts Payable	NAPA Auto Parts	\$106.61		
88267	01/09/2025	Open			Accounts Payable	Nichols-Melburg + Rossetto, AIA + Associates Inc	\$34,706.34		
88268	01/09/2025	Open			Accounts Payable	North State Tire Co. Inc.	\$1,347.95		
88269	01/09/2025	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$7,701.05		
88270	01/09/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,198.53		
88271	01/09/2025	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$446.43		
88272	01/09/2025	Open			Accounts Payable	OROVILLE FORD	\$509.59		
88273	01/09/2025	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$1,859.16		
88274	01/09/2025	Open			Accounts Payable	Peters, Habib, McKenna, Juhl- Rhodes & Cardoza, LLP	\$2,360.00		
88275	01/09/2025	Open			Accounts Payable	RENTAL GUYS - CHICO	\$37,347.00		
88276	01/09/2025	Open			Accounts Payable	Robinson, Lisa	\$493.60		
88277	01/09/2025	Open			Accounts Payable	Spherion Staffing	\$5,826.31		
88278	01/09/2025	Open			Accounts Payable	SUNRUN	\$299.80		
88279	01/09/2025	Open			Accounts Payable	T MOBILE USA, INC.	\$1,830.73		
88280	01/09/2025	Open			Accounts Payable	Tech Supply	\$14,453.34		
88281	01/09/2025	Open			Accounts Payable	The Ferguson Group	\$5,000.00		
88282	01/09/2025	Open			Accounts Payable	THOMAS ACE HARDWARE	\$76.47		
88283	01/09/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$647.71		
88284	01/09/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$5.67		
88285	01/09/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$46.51		
88286	01/09/2025	Open			Accounts Payable	TOM'S TREE SERVICE	\$4,435.00		
88287	01/09/2025	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$1,800.00		
88288	01/09/2025	Open			Accounts Payable	Tri Flame Propane	\$555.15		
88289	01/09/2025	Open			Accounts Payable	Urban Design Associates. LTD	\$10,682.25		
88290	01/09/2025	Open			Accounts Payable	Vannucci, Dominic	\$6.10		
88291	01/09/2025	Open			Accounts Payable	VERIZON WIRELESS	\$287.59		

# Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 1/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88292	01/09/2025	Open			Accounts Payable	Fastrak Invoice Processing Department	\$7.00		
88293	01/09/2025	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$29.15		
88294	01/09/2025	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$16,460.51		
88295	01/23/2025	Open			Accounts Payable	ABILITY USA	\$276.00		
88296	01/23/2025	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$211.00		
88297	01/23/2025	Open			Accounts Payable	AirData UAV, Inc.	\$1,480.00		
88298	01/23/2025	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$441.05		
88299	01/23/2025	Open			Accounts Payable	ALHAMBRA	\$406.25		
88300	01/23/2025	Open			Accounts Payable	Amazon Capital Services	\$1,130.98		
88301	01/23/2025	Open			Accounts Payable	APPLIED TESTING CONSULTANTS	\$2,974.00		
88302	01/23/2025	Open			Accounts Payable	AT&T MOBILITY	\$95.59		
88303	01/23/2025	Open			Accounts Payable	AT&T Wireless Services	\$764.08		
88304	01/23/2025	Open			Accounts Payable	Bear Electrical Systems, Inc	\$4,455.00		
88305	01/23/2025	Open			Accounts Payable	Biometrics4ALL, Inc	\$9.00		
88306	01/23/2025	Open			Accounts Payable	Blais & Associates, LLC	\$821.67		
88307	01/23/2025	Open			Accounts Payable	BUTTE CO NEAL ROAD LANDFILL	\$20.92		
88308	01/23/2025	Open			Accounts Payable	Butte County Construction Inc	\$29,000.00		
88309	01/23/2025	Open			Accounts Payable	BUTTE COUNTY FIRE DEPARTMENT	\$1,650.00		
88310	01/23/2025	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$32.00		
88311	01/23/2025	Open			Accounts Payable	Caltronics Business Systems/J.J. R Ent Inc	\$1,033.57		
88312	01/23/2025	Open			Accounts Payable	Chico State Enterprises	\$7,875.00		
88313	01/23/2025	Open			Accounts Payable	Cole Huber LLP	\$1,404.00		
88314	01/23/2025	Open			Accounts Payable	COMCAST CABLE	\$435.73		
88315	01/23/2025	Open			Accounts Payable	COMCAST CABLE	\$420.73		
88316	01/23/2025	Open			Accounts Payable	COMCAST CABLE	\$177.73		
88317	01/23/2025	Open			Accounts Payable	COMCAST CABLE	\$435.73		
88318	01/23/2025	Open			Accounts Payable	CONTINENTAL BATTERY COMPANY	\$301.43		
88319	01/23/2025	Open			Accounts Payable	Cooper, Andrew	\$34.17		
88320	01/23/2025	Open			Accounts Payable	Crossfire Tree & Vegetation Services	\$1,400.00		
88321	01/23/2025	Open			Accounts Payable	CSG Consultants, Inc.	\$9,028.75		
88322	01/23/2025	Open			Accounts Payable	Dokken Engineering, Inc.	\$83,271.49		
88323	01/23/2025	Open			Accounts Payable	Eagle Security Systems	\$1,773.85		
88324	01/23/2025	Open			Accounts Payable	Eidhammer, Trenton	\$238.14		
88325	01/23/2025	Open			Accounts Payable	Entersect	\$109.95		
88326	01/23/2025	Open			Accounts Payable	FOOTHILL MILL & LUMBER	\$9.05		
88327	01/23/2025	Open			Accounts Payable	Hawkins Delafield & Wood LLP	\$2,562.50		
88328	01/23/2025	Open			Accounts Payable	HDR Engineering, Inc	\$127,836.51		
88329	01/23/2025	Open			Accounts Payable	Helping Hands Ca	\$16,200.00		
88330	01/23/2025	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$2,100.00		
88331	01/23/2025	Open			Accounts Payable	HYDROTEC SOLUTIONS	\$321.63		
88332	01/23/2025	Open			Accounts Payable	James or Lavenia Riotto	\$250.00		
88333	01/23/2025	Open			Accounts Payable	Jennifer Arbuckle	\$3,312.50		
88334	01/23/2025	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$759.90		
88335	01/23/2025	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$873.27		

# Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 1/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88336	01/23/2025	Open			Accounts Payable	KOEFRA INDUSTRIES	\$1,200.00		
88337	01/23/2025	Open			Accounts Payable	L.N. CURTIS & SONS	\$1,154.84		
88338	01/23/2025	Open			Accounts Payable	LEAGUE OF CALIFORNIA CITIES	\$6,944.00		
88339	01/23/2025	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$39.98		
88340	01/23/2025	Open			Accounts Payable	LIFE ASSIST INC	\$284.45		
88341	01/23/2025	Open			Accounts Payable	Look Ahead Veterinary Services	\$1,013.10		
88342	01/23/2025	Open			Accounts Payable	Magneson Tractor Service	\$10,600.00		
88343	01/23/2025	Open			Accounts Payable	Mark Thomas & Company Inc	\$6,884.61		
88344	01/23/2025	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$1,450.00		
88345	01/23/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
88346	01/23/2025	Open			Accounts Payable	MODERN BUILDING INC.	\$268,220.50		
88347	01/23/2025	Open			Accounts Payable	Mountain Cascade, Inc.	\$718,302.66		
88348	01/23/2025	Open			Accounts Payable	Murphys Construction	\$27,000.00		
88349	01/23/2025	Open			Accounts Payable	Nichols-Melburg + Rossetto, AIA + Associates Inc	\$5,265.25		
88350	01/23/2025	Open			Accounts Payable	North State Tire Co. Inc.	\$387.09		
88351	01/23/2025	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$9,477.11		
88352	01/23/2025	Open			Accounts Payable	NORTHSTAR	\$431.00		
88353	01/23/2025	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$1,136.77		
88354	01/23/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$200.87		
88355	01/23/2025	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$130.18		
88356	01/23/2025	Open			Accounts Payable	Oroville Tow & Salvage	\$200.00		
88357	01/23/2025	Open			Accounts Payable	Owen Equipment Sales	\$1,293.03		
88358	01/23/2025	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$186.25		
88359	01/23/2025	Open			Accounts Payable	PARADISE POST	\$263.26		
88360	01/23/2025	Open			Accounts Payable	Paradise Senior Associates, Limited Partnership	\$667,557.48		
88361	01/23/2025	Open			Accounts Payable	Psomas	\$8,836.61		
88362	01/23/2025	Open			Accounts Payable	R B SPENCER INC	\$2,750.00		
88363	01/23/2025	Open			Accounts Payable	Savage Training Group LLC	\$1,836.00		
88364	01/23/2025	Open			Accounts Payable	SKYWAY TOWING & SERVICE	\$160.00		
88365	01/23/2025	Open			Accounts Payable	Spherion Staffing	\$1,495.80		
88366	01/23/2025	Open			Accounts Payable	Stalker Radar Applied Concepts, Inc.	\$502.79		
88367	01/23/2025	Open			Accounts Payable	STERICYCLE, INC.	\$542.62		
88368	01/23/2025	Open			Accounts Payable	Stratti	\$6,227.90		
88369	01/23/2025	Open			Accounts Payable	SUN RIDGE SYSTEMS, INC.	\$26,257.00		
88370	01/23/2025	Open			Accounts Payable	Tahoe Pure Water Co.	\$55.50		
88371	01/23/2025	Open			Accounts Payable	Tech Supply	\$1,279.03		
88372	01/23/2025	Open			Accounts Payable	Thau Handyman Services DBA Fire Safe NorCal	\$3,025.00		
88373	01/23/2025	Open			Accounts Payable	The Ferguson Group	\$5,000.00		
88374	01/23/2025	Open			Accounts Payable	THOMAS ACE HARDWARE	\$311.38		
88375	01/23/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$201.20		
88376	01/23/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$58.28		
88377	01/23/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$31.99		
88378	01/23/2025	Open			Accounts Payable	THOMSON-WEST/BARCLAYS	\$461.16		

# Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 1/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88379	01/23/2025	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$3,800.00		
88380	01/23/2025	Open			Accounts Payable	Tri Flame Propane	\$236.09		
88381	01/23/2025	Open			Accounts Payable	TRUEPOINT SOLUTIONS, LLC	\$247.50		
88382	01/23/2025	Open			Accounts Payable	ULINE	\$979.51		
88383	01/23/2025	Open			Accounts Payable	Utility Associates, Inc.	\$8,386.91		
88384	01/23/2025	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$2,715.60		
88385	01/23/2025	Open			Accounts Payable	Vannucci, Dominic	\$440.94		
88386	01/23/2025	Open			Accounts Payable	VERIZON WIRELESS	\$1,369.56		
88387	01/23/2025	Open			Accounts Payable	VERIZON WIRELESS	\$496.80		
88388	01/23/2025	Open			Accounts Payable	VERIZON WIRELESS	\$287.81		
88389	01/23/2025	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$157.35		
88390	01/23/2025	Open			Accounts Payable	Wood, Montana, S	\$19.00		
88391	01/23/2025	Open			Accounts Payable	YOWZERS.COM	\$21.56		
88392	01/23/2025	Open			Accounts Payable	Awe, Stephen	\$25.00		
88393	01/23/2025	Open			Accounts Payable	Patrick and Petra Hancock	\$100.00		
88394	01/23/2025	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$11,916.71		
88395	01/23/2025	Open			Accounts Payable	TOM'S TREE SERVICE	\$985.00		
88396	01/30/2025	Open			Accounts Payable	ICMA 457 - MissionSquare	\$2,584.51		
88397	01/30/2025	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$656.29		
88398	01/31/2025	Open			Accounts Payable	ICMA 457 - MissionSquare	\$2,584.51		
88399	01/31/2025	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$656.29		
88400	01/31/2025	Open			Accounts Payable	Aflac	\$57.98		
88401	01/31/2025	Open			Accounts Payable	Met Life	\$14,002.76		
88402	01/31/2025	Open			Accounts Payable	OPERATING ENGINEERS	\$910.00		
88403	01/31/2025	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,367.46		
88404	01/31/2025	Open			Accounts Payable	SUN LIFE INSURANCE	\$10,002.47		
88405	01/31/2025	Open			Accounts Payable	SUPERIOR VISION SVC INC	\$898.30		
88406	01/31/2025	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$100.00		
88407	01/31/2025	Open			Accounts Payable	ICMA 457 - MissionSquare	\$1,678.70		
88408	01/31/2025	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$656.29		
Type Check Totals:									
EFT									
94	01/03/2025	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$12,740.31		
95	01/03/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$41,225.50		
97	01/30/2025	Open			Accounts Payable	CALPERS - RETIREMENT	\$68,162.78		
98	01/30/2025	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$8,715.51		
99	01/17/2025	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$13,042.84		
100	01/17/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$42,051.58		
101	01/31/2025	Open			Accounts Payable	CALPERS - RETIREMENT	\$69,086.21		
102	01/31/2025	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$12,957.23		
103	01/13/2025	Open			Accounts Payable	CALPERS	\$155,646.15		
104	01/31/2025	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$14,004.27		
105	01/31/2025	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$12,409.85		



# Payment Register

From Payment Date: 1/1/2025 - To Payment Date: 1/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106	01/31/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$44,210.47		
Type EFT Totals:									
AP TCB - General Checking Totals							\$494,252.70		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	198	\$5,372,199.30	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>198</b>	<b>\$5,372,199.30</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$494,252.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>12</b>	<b>\$494,252.70</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	210	\$5,866,452.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>210</b>	<b>\$5,866,452.00</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	198	\$5,372,199.30	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>198</b>	<b>\$5,372,199.30</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$494,252.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>12</b>	<b>\$494,252.70</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	210	\$5,866,452.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>210</b>	<b>\$5,866,452.00</b>	<b>\$0.00</b>





**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 2(c)**

**Date: February 11, 2025**

**ORIGINATED BY:** Jessica Erdahl, Supervising Project Manager  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Maintenance Culvert Replacement Project CEQA Determination  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1 – Evacuation Routes

**COUNCIL ACTION REQUESTED:**

1. Concur with staff recommendation to file CEQA Notice of Exemptions for Maintenance Culvert Replacements on Nunneley, Ingalls and Scottwood Roads.

**Background:**

Staff identified 3 locations with deteriorated corrugated metal pipe culverts requiring in-kind replacement ahead of the 2025 Off-System Road paving operations. The locations and culvert details are as follows:

- Nunneley Road - 47 LF of 18-inch corrugated metal pipe culvert
- Ingalls Road - 28 LF of 18-inch and 28 LF of 12-inch dual corrugated metal pipe culverts
- Scottwood Road - 30 LF of 18-inch corrugated metal pipe culvert

The culvert bottoms have rotted out and absent repair would result in roadway damage and flooding due to the deteriorated condition of the existing culverts. All three locations convey water from a channel that may be considered waters of the United States and could have US Army Corps of Engineers Jurisdiction. Pursuant to Section 404 of the Clean Water Act (33 USC 1344) and Federal Regulations (33 CFR 323.4(a)(2)), certain discharges for Maintenance have been exempted from requiring a Section 404 permit. In order to qualify for the Clean Water Act Section 404(f) exemptions as "Maintenance Activities," the existing culvert would need to be replaced with in-kind material and capacity.

For efficiency this project will be bid and constructed with the 2025 Off-System Road Rehabilitation project.

**Analysis:**

The current phase for this project is environmental review under the California Environmental Quality Act (CEQA). The CEQA process requires the lead agency to examine the project proposal and evaluate potential impacts. Staff have evaluated the subject project thoroughly and found that the project is exempt under State CEQA Guidelines Section (c), Existing Facilities which states:

The project is exempt under State CEQA Guidelines [Section 15301(c)], which states:

*“Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of “existing facilities” itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Examples include but are not limited to:*

*Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes).”*

The Town of Paradise proposes complete in-kind replacements of corrugated metal pipe culverts on Nunneley, Ingalls and Scottwood Roads, ahead of the 2025 Off-System Road paving operations. Erosion and corrosion have caused pipe failure. Replacement will prevent roadway damage and flooding due to the deteriorated condition of the existing culverts and will ensure essential evacuation routes during emergencies. The existing culverts would be replaced in-kind and with equivalent sized piping and falls within the Clean Water Act Section 404(f) exemptions as “Maintenance Activities.” The removed roadway section above the replaced culvert pipe will be restored to its original condition. The project will result in no expansion of use of an existing facility. No further environmental review is necessary for this project.

Based on CEQA Section 15301(c), staff is requesting the Council to concur with and approve for filing the Notice of Exemptions with the Butte County Recorder’s Office. If approved, the environmental phase will be completed in March 2025. Construction is anticipated to be completed with the 2025 Off-System Road Rehabilitation project, slated to start in April 2025.

A draft of the Notice of Exemption for each location is attached to this staff report.

**Financial Impact:**

The total estimated construction cost of the project is \$57,558 and will be paid from local drainage funds. The estimated expenditure breakdown by location is shown below.

**Estimate Construction Cost**

<b>Location</b>	<b>Estimated Cost</b>
Nunneley Road	\$21,973
Ingalls Road	\$21,560
Scottwood Road	\$14,025
<b>Total Cost</b>	<b>\$57,558</b>

There is a recording fee of \$50 per project with the Butte County Recorder’s Office to file the Notice of Exemption.

**Attachments:**

- A. Nunneley Road CEQA Notice of Exemption
- B. Ingalls Road CEQA Notice of Exemption
- C. Scottwood Road CEQA Notice of Exemption

# NOTICE OF EXEMPTION

To:  Office of Planning and Research  
1400 Tenth Street  
Sacramento, CA 95814

County Clerk-Recorder  
Butte County  
155 Nelson Avenue  
Orville, CA 95965

From: Public Works Department  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

### DATE RECEIVED FOR FILING

Posted: \_\_\_\_\_ through \_\_\_\_\_  
(date) (date)

Project Title: **NUNNELEY ROAD CULVERT REPLACEMENT PROJECT**

Project Location: Town of Paradise, Butte County, CA. See attached project location map.

Assessor's Parcel Number(s): Town Rights of Way, Maple Park Drive

Project Description: The Town of Paradise within Butte County, California proposes to remove and replace existing 18" corrugated metal pipe culvert in-kind and restore the roadway sections above the pipe at Latitude: 39.755938, Longitude: - 121.601559.

Lead Agency: Town of Paradise

Applicant: Town of Paradise, 5555 Skyway, Paradise, CA 95969

Exemption Status:  Ministerial [Section 21080(b); 15268];  
 Declared Emergency [Section 21080(b)(3); 15269(a)];  
 Emergency Project [Section 21080(b)(4); 15269(b)(c)];  
 General Rule [Section 15061(b)(3)];  
 **Categorical Exemption [Section 15301(c), Existing Facilities];**  
 Approval of Rates, Tolls, Fares, and Charges [Section 21080(b)(8)(D)];  
 Statutory Exemption [Section 15273(a)(4)].

### REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The project is exempt under State CEQA Guidelines [Section 15301(c), Existing Facilities], which states:

*The following emergency projects are exempt from the requirements of CEQA.*

*"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Examples include but are not limited to:*

*(C) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes;"*

The purpose of the project is to replace in-kind an existing corrugated metal pipe culvert. The project will result in no expansion of use of an existing facility. No further environmental review is necessary for this project.

By \_\_\_\_\_  
Marc Mattox, Public Works Director  
Town of Paradise

Date \_\_\_\_\_

**DECLARATION OF FEES DUE**  
(California Fish and Game Code Section 711.4)

**NAME AND ADDRESS OF LEAD AGENCY/APPLICANT:**

Town of Paradise  
Public Works Department  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291

**Project: NUNNELEY ROAD CULVERT REPLACEMENT PROJECT**

**CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:**

1. **NOTICE OF EXEMPTION/STATEMENT OF EXEMPTION**  
 **A. Statutorily or Categorically Exempt**  
**\$50.00 (Fifty Dollars) Butte County Clerk's Filing Fee**
  
2. **NOTICE OF DETERMINATION - FEE REQUIRED**  
 **A. Negative Declaration**  
**\$2,968.75 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**  
  
 **B. Mitigated Negative Declaration**  
**\$2,968.75 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**  
  
 **C. Environmental Impact Report**  
**\$4,123.50 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**
  
3.  **OTHER (Specify) General Rule Exemption**  
**\$50.00 Butte County Clerk's Filing Fee**

THREE COPIES OF THIS FORM MUST BE COMPLETED AND SUBMITTED WITH ALL ENVIRONMENTAL DOCUMENTS FILED WITH THE BUTTE COUNTY CLERK'S OFFICE.

ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING ANY ENVIRONMENTAL DOCUMENTS WITH THE BUTTE COUNTY CLERK'S OFFICE.

THE \$50.00 HANDLING FEE IS REQUIRED PER FILING IN ADDITION TO THE FILING FEE SPECIFIED IN FISH AND GAME CODE SECTION 711.4(d).

MAKE CHECKS PAYABLE TO COUNTY OF BUTTE.





**Legend**

- Nunneley Road Culvert

18" CMP Culvert  
 Lat: 39.755938  
 Long: -121.601559

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



**TOWN OF PARADISE**  
 PUBLIC WORKS DEPARTMENT  
 5555 Skyway Road  
 Paradise, California 95969

**MAINTENANCE CULVERT  
 REPLACEMENT PROJECT  
 NUNNELEY ROAD**

**PROJECT  
 LOCATION  
 MAP**  
 J ERDAHL  
 JANUARY 2025

**NOTICE OF EXEMPTION**

To:  Office of Planning and Research  
1400 Tenth Street  
Sacramento, CA 95814

County Clerk-Recorder  
Butte County  
155 Nelson Avenue  
Orville, CA 95965

From: Public Works Department  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

**DATE RECEIVED FOR FILING**

Posted: \_\_\_\_\_ through \_\_\_\_\_  
(date) (date)

Project Title: **INGALLS ROAD CULVERT REPLACEMENT PROJECT**

Project Location: Town of Paradise, Butte County, CA. See attached project location map.

Assessor's Parcel Number(s): Town Rights of Way, Maple Park Drive

Project Description: The Town of Paradise within Butte County, California proposes to remove and replace existing 12" and 18" dual corrugated metal pipe culverts in-kind and restore the roadway sections above the pipe at Latitude: 39.758236, Longitude: -121.598448.

Lead Agency: Town of Paradise

Applicant: Town of Paradise, 5555 Skyway, Paradise, CA 95969

- Exemption Status:
- Ministerial [Section 21080(b); 15268];
  - Declared Emergency [Section 21080(b)(3); 15269(a)];
  - Emergency Project [Section 21080(b)(4); 15269(b)(c)];
  - General Rule [Section 15061(b)(3)];
  - Categorical Exemption [Section 15301(c), Existing Facilities];**
  - Approval of Rates, Tolls, Fares, and Charges [Section 21080(b)(8)(D)];
  - Statutory Exemption [Section 15273(a)(4)].

**REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:**

The project is exempt under State CEQA Guidelines [Section 15301(c), Existing Facilities], which states:

*The following emergency projects are exempt from the requirements of CEQA.*

*"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Examples include but are not limited to:*

*(C) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);"*

The purpose of the project is to replace in-kind existing corrugated metal pipe culverts. The project will result in no expansion of use of an existing facility. No further environmental review is necessary for this project.

By \_\_\_\_\_  
Marc Mattox, Public Works Director  
Town of Paradise

Date \_\_\_\_\_

**DECLARATION OF FEES DUE**  
(California Fish and Game Code Section 711.4)

**NAME AND ADDRESS OF LEAD AGENCY/APPLICANT:**

Town of Paradise  
Public Works Department  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291

**Project: INGALLS ROAD CULVERT REPLACEMENT PROJECT**

**CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:**

1. **NOTICE OF EXEMPTION/STATEMENT OF EXEMPTION**  
 **A. Statutorily or Categorically Exempt**  
**\$50.00 (Fifty Dollars) Butte County Clerk's Filing Fee**
  
2. **NOTICE OF DETERMINATION - FEE REQUIRED**  
 **A. Negative Declaration**  
**\$2,968.75 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**  
  
 **B. Mitigated Negative Declaration**  
**\$2,968.75 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**  
  
 **C. Environmental Impact Report**  
**\$4,123.50 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**
  
3.  **OTHER (Specify) General Rule Exemption**  
**\$50.00 Butte County Clerk's Filing Fee**

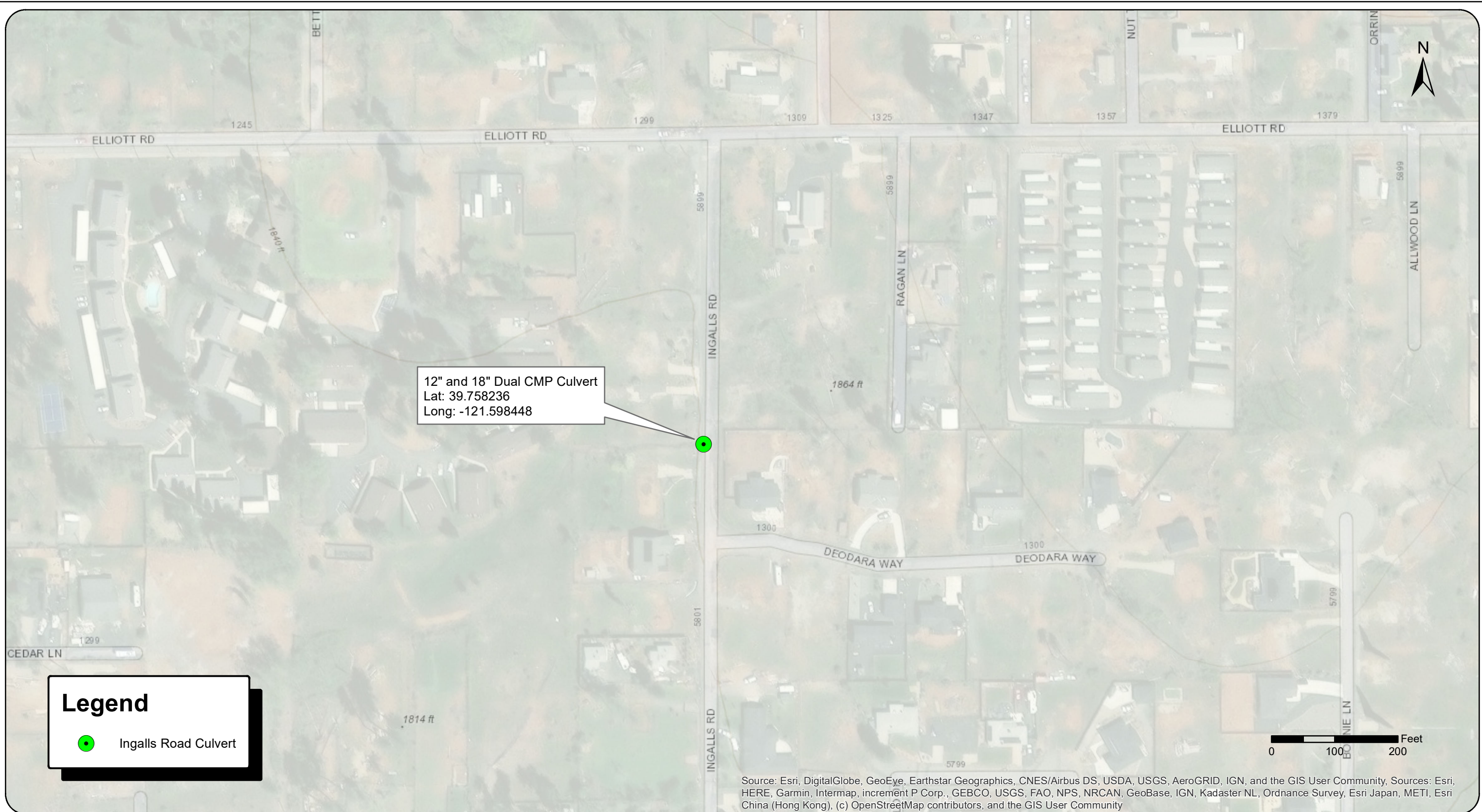
THREE COPIES OF THIS FORM MUST BE COMPLETED AND SUBMITTED WITH ALL ENVIRONMENTAL DOCUMENTS FILED WITH THE BUTTE COUNTY CLERK'S OFFICE.

ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING ANY ENVIRONMENTAL DOCUMENTS WITH THE BUTTE COUNTY CLERK'S OFFICE.

THE \$50.00 HANDLING FEE IS REQUIRED PER FILING IN ADDITION TO THE FILING FEE SPECIFIED IN FISH AND GAME CODE SECTION 711.4(d).

MAKE CHECKS PAYABLE TO COUNTY OF BUTTE.





12" and 18" Dual CMP Culvert  
 Lat: 39.758236  
 Long: -121.598448

**Legend**

- Ingalls Road Culvert

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



**TOWN OF PARADISE**  
 PUBLIC WORKS DEPARTMENT  
 5555 Skyway Road  
 Paradise, California 95969

**MAINTENANCE CULVERT  
 REPLACEMENT PROJECT  
 INGALLS ROAD**

**PROJECT  
 LOCATION  
 MAP**  
 J ERDAHL  
 JANUARY 2025



# NOTICE OF EXEMPTION

To:  Office of Planning and Research  
1400 Tenth Street  
Sacramento, CA 95814

County Clerk-Recorder  
Butte County  
155 Nelson Avenue  
Orville, CA 95965

From: Public Works Department  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

## DATE RECEIVED FOR FILING

Posted: \_\_\_\_\_ through \_\_\_\_\_  
(date) (date)

Project Title: **SCOTTWOOD ROAD CULVERT REPLACEMENT PROJECT**

Project Location: Town of Paradise, Butte County, CA. See attached project location map.

Assessor's Parcel Number(s): Town Rights of Way, Maple Park Drive

Project Description: The Town of Paradise within Butte County, California proposes to remove and replace existing 18" corrugated metal pipe culvert with 30 LF of 15-inch arch CMP culvert and restore the roadway sections above the pipe at Latitude: 39.755938, Longitude: -121.601559.

Lead Agency: Town of Paradise

Applicant: Town of Paradise, 5555 Skyway, Paradise, CA 95969

Exemption Status:  Ministerial [Section 21080(b); 15268];  
 Declared Emergency [Section 21080(b)(3); 15269(a)];  
 Emergency Project [Section 21080(b)(4); 15269(b)(c)];  
 General Rule [Section 15061(b)(3)];  
 **Categorical Exemption [Section 15301(c), Existing Facilities];**  
 Approval of Rates, Tolls, Fares, and Charges [Section 21080(b)(8)(D)];  
 Statutory Exemption [Section 15273(a)(4)].

## REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The project is exempt under State CEQA Guidelines [Section 15301(c), Existing Facilities], which states:

*The following emergency projects are exempt from the requirements of CEQA.*

*"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Examples include but are not limited to:*

*(C) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);"*

The purpose of the project is to replace in-kind material and capacity an existing corrugated metal pipe culvert. The project will result in no expansion of use of an existing facility. No further environmental review is necessary for this project.

By \_\_\_\_\_  
Marc Mattox, Public Works Director  
Town of Paradise

Date \_\_\_\_\_

**DECLARATION OF FEES DUE**  
(California Fish and Game Code Section 711.4)

**NAME AND ADDRESS OF LEAD AGENCY/APPLICANT:**

Town of Paradise  
Public Works Department  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291

**Project: SCOTTWOOD ROAD CULVERT REPLACEMENT PROJECT**

**CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:**

1. **NOTICE OF EXEMPTION/STATEMENT OF EXEMPTION**  
 **A. Statutorily or Categorically Exempt**  
**\$50.00 (Fifty Dollars) Butte County Clerk's Filing Fee**
  
2. **NOTICE OF DETERMINATION - FEE REQUIRED**  
 **A. Negative Declaration**  
**\$2,968.75 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**  
  
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**\$50.00 Butte County Clerk's Filing Fee**  
  
 **C. Environmental Impact Report**  
**\$4,123.50 State Filing Fee**  
**\$50.00 Butte County Clerk's Filing Fee**
  
3.  **OTHER (Specify) General Rule Exemption**  
**\$50.00 Butte County Clerk's Filing Fee**

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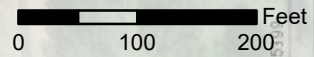
THE \$50.00 HANDLING FEE IS REQUIRED PER FILING IN ADDITION TO THE FILING FEE SPECIFIED IN FISH AND GAME CODE SECTION 711.4(d).

MAKE CHECKS PAYABLE TO COUNTY OF BUTTE.



**Legend**

- Scottwood Culvert



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



**TOWN OF PARADISE**  
 PUBLIC WORKS DEPARTMENT  
 5555 Skyway Road  
 Paradise, California 95969

**MAINTENANCE CULVERT  
 REPLACEMENT PROJECT  
 SCOTTWOOD ROAD**

**PROJECT  
 LOCATION  
 MAP**  
 J ERDAHL  
 JANUARY 2025





**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 11, 2025**

**Agenda Item: 2(d)**

**ORIGINATED BY:** Tony Lindsey, Community Development Director –  
Building & Code Enforcement  
**REVIEWED BY:** Jim Goodwin, Town Manager  
Scott Huber, Town Attorney  
**SUBJECT:** Adoption of Ordinance No. 642  
**LONG-TERM RECOVERY PLAN:** Yes – Tier 1 Fuels Management Plan

**COUNCIL ACTION REQUESTED:** Upon conclusion of the public discussion of this agenda item, adopt either the recommended action or an alternative action.

1. Waive second reading of the entire Town Ordinance No. 642 and approve reading by title only; and,
2. Adopt Town Ordinance No. 642, " An Ordinance of the Town Council of the Town of Paradise Amending Sections 8.58.010-8.58.60 of the Paradise Municipal Code related to Defensible space/hazardous fuel management Fuel Break Requirements"

**Background:**

On January 14, 2024, the Town Council introduced the above-noted Town ordinance for purposes of eventual adoption. If adopted, the proposed ordinance intends to amend Sections 8.58.010-8.58.60 of the Paradise Municipal Code relating to defensible space/hazardous fuel management fuel break requirements. The required perimeter defensible space clearance for properties greater than one and one-half acre will increase from thirty (30) feet to fifty (50) feet.

**Analysis:**

Town staff recommends the Town Council waive the second reading of this entire ordinance; read it by title only, and formally adopt Town Ordinance No. 642 [copy attached]. Once adopted, the provisions of this ordinance will be effective thirty (30) days thereafter.

**Financial Impact:**

There will be a nominal cost for publishing the ordinance within the local newspaper and codification.

**Attachment:**

1. Ordinance No. 642 "An Ordinance Amending Sections 8.58.010-8.58.60 of the Paradise Municipal Code related to Defensible space/hazardous fuel management Fuel Break Requirements"

**TOWN OF PARADISE  
ORDINANCE NO. 642**

**AN ORDINANCE AMENDING SECTIONS 8.58.010-8.58.60 OF THE  
PARADISE MUNICIPAL CODE RELATED TO DEFENSIBLE SPACE/  
HAZARDOUS FUEL MANAGEMENT FUEL BREAK REQUIREMENTS**

**SECTION 1.** Section 8.58.010-8.58.60 of the Paradise Municipal Code is amended to read as follows:

**Chapter 8.58 - DEFENSIBLE SPACE AND HAZARDOUS FUEL MANAGEMENT**

**8.58.010 - Title.**

This chapter shall be known as the "defensible space and hazardous fuel management ordinance" of the Town of Paradise.

**8.58.020 - Purpose and intent.**

- A. The Town Council of the Town of Paradise finds and declares that the uncontrolled growth and accumulation of weeds, grasses, hazardous vegetation and combustible materials or obstructions on sidewalks, streets, and on lands or lots within the town are dangerous or injurious to neighboring property and the health, safety and welfare of the citizens, residents and visitors of the Town of Paradise community. Such growth and accumulation constitute a public nuisance in that they create fire hazard, reduce the value of private property, and create a hazard to the health, safety and general welfare of the public.
- B. The town is located within a designated very high fire hazard severity zones (VHFHSZ) in which the vegetation is highly flammable during dry periods and has contributed to significant wildfires resulting in catastrophic fire losses to life, property and the environment.
- C. This chapter is intended and shall apply to the abatement of the growth and/or accumulation of weeds, grasses, shrubs, brush, slash, tree limbs, hazardous vegetation and combustible materials on all improved parcels and designated unimproved parcels within the town and the maintenance of those parcels to prevent hazardous vegetation from growing back.
- D. The purpose of this chapter is to establish defensible space requirements and wildfire mitigation measures that both supplement and supersede Government Code Section 51182 and Public Resource Code section 4291, California Code of Regulations, and California Fire Code in order to protect the lives and property of the citizens, residents and visitors of the Town of Paradise.

**8.58.030 - Definitions.**

The terms used in this chapter shall have the following meanings:

"Combustible material" means seasonal and recurrent weeds, stubble, brush, dry leaves, mulch, wood, tumbleweeds, rubbish, recyclable material, litter, or flammable materials of any kind.

"Defensible space" means an area, either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared, or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

"Fire hazard severity zones (FHSZ)" means geographical areas designated pursuant to California Public Resources Code Sections 4201 through 4204 and classified as very high, high, or moderate in state responsibility areas (SRA) or as local responsibility agency very high fire hazard severity zones (LRA VHFHSZ) designated pursuant to California Government Code Sections 51175 through 51189.

"Fuel break" means a strategically located area where the volume and arrangement of vegetation has been managed to limit fire intensity, fire severity, rate of spread, crown fire potential, and/or ember production as follows:

1. Weeds, grass, and brush mowed and removed to a maximum height of four (4) inches.
2. Remove LADDER FUELS and dead portions of trees and shrubs.
3. Trees shall be pruned six (6) feet from the ground. Pruning shall be one-third (1/3) of the overall height for shorter-height trees.
4. Remove downed trees and SLASH.

"Fuel modification" means a method of modifying fuel load by reducing the amount of flammable vegetation or altering the type of vegetation to reduce the fuel load.

"Groupings" means numerous plants growing together with a maximum foliage width of ten (10) feet.

"Hazardous vegetation" means vegetation that is flammable and endangers the public safety by creating a fire hazard, including but not limited to seasonal and recurrent weeds, stubble, brush, dry leaves, etc.

"Improved parcel(s)" means a portion of land of any size, the area of which is determined by the assessor's maps and records and may be identified by an assessor's parcel number upon which a STRUCTURE is located.

"Ladder fuels" means vegetation, brush, small trees under mature trees.

"Ornamental landscape" means all grasses, plants, trees and other vegetation installed by a PROPERTY OWNER, property tenant, etc. It is usually for aesthetic purposes or privacy screening.

"Person" means a person, partnership, limited partnership, corporation, limited liability company or association.

"Property owner" means the holder of the fee simple title of the property.

"Slash" means tree limbs and other woody material left behind after a tree has fallen or been felled.

"Structure" means any dwelling, house, garage, or building.

"Unimproved parcel(s)" means a portion of land of any size, the area of which is determined by the assessor's maps and records and may be identified by an assessor's parcel number upon which no STRUCTURE is located.

"Wildland-urban interface (WUI) area" means that geographical area where STRUCTURES and other human development meet or intermingle with wildland or vegetative fuels.

**8.58.040 - Applicability.**

This chapter, including any amendments or revisions thereto, shall apply to all improved and unimproved parcel(s) located within the town.

**8.58.050 - Responsibility for administration.**

The fire chief, or his or her designee, shall administer, implement, and enforce the provisions of this chapter.

**8.58.060 - Defensible space/hazardous fuel management requirements.**

- A. Any person that owns, leases, controls, operates, or maintains any real property in the town shall continuously do the following:
  - 1. Maintain immediately around and adjacent to any building or structure free of combustible materials. Only noncombustible material shall be allowed within five (5) feet of any building or structure. No vegetation shall exist within or overhang within five (5) feet of the structure. Any overhanging limbs or branches shall be removed.
  - 2. All exterior walls shall have a six (6) inch noncombustible vertical clearance from grade.
  - 3. Combustible materials shall not be stored under decks, and the area under decks shall be maintained free of combustible material. Decks or porches four (4) feet or less above the grade shall be fully enclosed to reduce the accumulation of debris with noncombustible wall material. Noncombustible, corrosion-resistant mesh material with openings not to exceed one-eighth ( $\frac{1}{8}$ ) inch may be used.
  - 4. All fencing material within five (5) feet from any structure and shall be constructed of noncombustible material. All fencing shall be a single line; back-to-back fencing is not permitted in which fences are nominally parallel and spaced less than three (3) feet apart.
  - 5. Maintain the roof of a structure free of leaves, needles, or other combustible materials.
  - 6. Replace or repair any loose or missing shingles or roof tiles to prevent ember penetration.
  - 7. Provide and maintain a screen over the outlet of every chimney or stovepipe attached to any fireplace, stove, or other device that burns any solid or liquid fuel.

The screen shall be constructed of noncombustible, corrosion-resistant material with openings no larger than one-half (1/2) inch.

8. Remove the portion of any tree that extends within ten (10) feet of the outlet of any chimney or stovepipe. Maintain any tree adjacent to or overhanging any structure free of dead and dying wood.
  9. Tree placement shall be planned to ensure the mature canopy is no closer than five (5) feet to the edge of the Structure.
  10. According to the State Board of Forestry and Fire Protection General Guidelines, Trees and shrubs shall be limited to groupings following the property's slope. This does not apply to single tree specimens, ornamental landscape, or similar plants used as ground cover, provided they do not form a means of rapidly transmitting fire from the native growth to any Structure.
  11. Property owners are required to establish and maintain a fuel break on both sides of any street or driveway. This fuel break shall extend horizontally to ten (10) feet and reach a vertical clearance of fourteen (14) feet. The Fire Chief or their designee may require greater distance. This regulation applies to public and private driveways and any public or private streets that border or bisect a property.
  12. All unattached accessory structures shall be a minimum of ten (10) feet away from any other structures.
- B. Property owners shall not permit any accumulation of combustible materials within fifty (50) feet of the property line. The Fire Chief or their designee may require a distance greater than fifty (50) feet when it is determined that the greater distance is necessary to provide defensible space for structures on an adjacent property.
- C. Parcels one and one-half (1½) acres or less in size shall be required to provide a fuel break to include the entire parcel.
- D. Parcels greater than one and one-half (1½) acres in size shall be required to maintain a fuel break a minimum of fifty (50) feet from the property line around the perimeter and one hundred (100) feet from any structure.
- E. In the event the Fire Chief or their designee finds that additional fuel management is necessary to significantly reduce the risk of transmission of flame or heat to adjacent properties and means of egress and ingress, the Fire Chief or their designee may mandate fuel modification of an area more or less than the preceding widths or heights of this section.
- F. Grazing animals (limited to goats and/or sheep) utilized for weed abatement may graze open and other appropriate areas of natural vegetation for a period not to exceed sixty (60) days in a calendar year.
- G. Prior to transferring ownership of a parcel from a seller to a buyer or from one owner to another, the seller or owner shall first obtain a certificate of compliance from the town



stating that the parcel is not in violation of this section prior to the transfer of ownership. Any issued certificate of compliance shall remain valid for ninety (90) days from the inspection date and may be used to open escrow without payment of an additional certificate of compliance fee.

**8.58.065 - Exceptions Committee and Town Council approval of exceptions.**

- A. The Town Council shall establish and appoint an Exceptions Committee.
- B. The Exceptions Committee shall consist of two (2) Town Council members.
- C. The purpose of the Exceptions Committee shall be to review and refer cases to the Town Council for review and potential approval regarding written requests for exceptions to this chapter.
- D. The requests shall be in writing and accompanied by data and documents, as required by the Exceptions Committee.
- E. The Town Council may, by majority vote and in its sole discretion, authorize exceptions to the terms of this chapter as recommended by the Exceptions Committee.

**SECTION 2.** Pursuant to California Environmental Quality Act (CEQA) Guidelines section 15308 this ordinance is exempt from CEQA in that it is a Class 8 categorical exemption for actions taken by a regulatory agency to establish procedures for the protection of the environment.

**SECTION 3.** This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this 11th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melanie Elvis, Town Clerk/Elections Official

\_\_\_\_\_  
Scott E. Huber, Town Attorney



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 2(e)**

**Date: February 11, 2025**

**ORIGINATED BY:** Crystal Peters, Human Resources/Risk Management Director  
Aimee Belev, Finance Director

**REVIEWED BY:** Scott E. Huber, Town Attorney  
Jim Goodwin, Town Manager

**SUBJECT:** Authorize destruction of certain records maintained in the Human Resources Department and Finance Department in keeping with the principles of an effective and cost-efficient Records Management Program.

**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 2025-\_\_\_, "A Resolution of The Town Council of the Town of Paradise Authorizing Disposal of Certain Town Records Maintained in the Human Resources Department Pursuant to Government Code Section 34090"; and,
2. Adopt Resolution No. 2025-\_\_\_, "A Resolution of The Town Council of the Town of Paradise Authorizing Disposal of Certain Town Records Maintained in the Finance Department Pursuant to Government Code Section 34090."; or,
3. Make the determination that certain records listed for destruction have no value to the agency, and direct that all or some of the records listed in Exhibits "B" continue to be maintained.

**Background:**

The Town has had an established records management program since the early 1980's. Based upon recommendations from the California Secretary of State, all Town records have been appraised, inventoried and scheduled with a retention/destruction code pursuant to Town of Paradise Resolution No. 04-27 (original schedule was adopted in 1993 by Resolution No. 93-30). This resolution provides the Town with legal authority to dispose of certain records that are no longer required by the Town.

**Analysis:**

Once records have fulfilled their administrative, fiscal, or legal function they should be disposed of as soon as possible to maintain efficient, effective and economical management of information. Resolution No. 04-27 provides for the legal authority, with the Town Attorney's consent, to dispose of records that no longer serve the administrative, legal and/or fiscal purposes for which they were created. Since the records are eligible for destruction and no longer have value to the Town, it is appropriate that the Council adopt the proposed resolutions.

**Financial Impact:**

No additional cost will be borne by the Town in destroying these records. The Finance Division already contracts for regular shredding service and any documents not containing confidential or sensitive information will be recycled.

**TOWN OF PARADISE  
RESOLUTION NO. 2025-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING  
DISPOSAL OF CERTAIN TOWN RECORDS MAINTAINED IN STORAGE FOR THE HUMAN  
RESOURCES DEPARTMENT PURSUANT TO GOVERNMENT CODE SECTION 34090.**

**WHEREAS**, Government Code Section 34090 authorizes the head of a town department, with the written consent of the Town Attorney, to destroy certain records over two years of age upon approval of the legislative body; and,

**WHEREAS**, the Town Attorney consent is incorporated into this resolution as Exhibit A approving the destruction of those certain records set forth in Exhibit "B"; and,

**WHEREAS** the specific records are set forth on Exhibit "B"; and,

**WHEREAS**, the Human Resources Director is requesting to dispose certain records maintained in the Human Resources Department as set forth on the attached Exhibits "B".

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

**SECTION 1:** The Town Clerk of the Town of Paradise is hereby authorized to dispose of the records set forth in Exhibit "B "of this resolution.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 11th day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

\_\_\_\_\_  
Melanie Elvis, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott Huber, Town Attorney

**“EXHIBIT A”**

**Consent to Destruction of Certain Records, Documents  
and Papers of the Town of Paradise**

Pursuant to the Government Code Section 34090, I hereby consent to the destruction of those certain records, documents and papers of the Town of Paradise listed on Exhibit B to Resolution No. 2025-\_\_.

DATED:

\_\_\_\_\_  
Scott E. Huber, Town Attorney

**EXHIBIT "B"**  
**LIST OF FILES ELIGIBLE FOR DESTRUCTION**

Retain	File Description	File Closed Date
	<b>Employment Applications for the Following Positions:</b>	
CL +4	Accounting Technician	6/2/2020
	Administrative Assistant	6/15/2020
	Administrative Assistant	8/20/2020
	Administrative Services Director	2020
	Associate Planner	1/10/2020
	Building & Code Enforcement Director	11/30/2020
	Building Official	8/27/2020
	Building/Onsite Inspector	8/27/2020
	Building/Onsite Permit Technician	2020
	Capital Projects Manager	3/23/2020
	Disaster Recovery Director	2/20/2020
	Disaster Recovery Manager	7/8/2019
	Grant Administrator	6/23/2020
	Housing Program Technician	1/22/2020
	Management Analyst	1/22/2020
	Office Assistant	9/24/2020
	Police Officer & Police Trainee	2020
	Procurement Officer	1/13/2020
	Town Manager	5/21/2020
CL+2	Certificates of Liability Insurance	2022

Reviewed by:

\_\_\_\_\_  
Crystal Peters, Human Resources/Risk Management

**TOWN OF PARADISE  
RESOLUTION NO. 2025-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING  
DISPOSAL OF CERTAIN TOWN RECORDS MAINTAINED IN THE FINANCE DEPARTMENT  
PURSUANT TO GOVERNMENT CODE SECTION 34090.**

**WHEREAS**, Government Code Section 34090 authorizes the head of a Town department, with the written consent of the Town Attorney, to destroy certain records over two years of age upon approval of the legislative body; and,

**WHEREAS**, the Town Attorney consent is incorporated into this resolution as Exhibit "A" approving the destruction of those certain records set forth in Exhibit "A"; and,

**WHEREAS** the specific records are set forth on Exhibit "B"; and,

**WHEREAS**, the Finance Director is requesting to dispose of certain records maintained in the Finance Department as set forth on the attached Exhibit "B".

**NOW, THEREFORE**, the Town Council of the Town of Paradise does resolve as follows:

**SECTION 1:** The Finance Director of the Town of Paradise is hereby authorized to dispose of the records set forth in Exhibit "B" of this resolution.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 11<sup>th</sup> day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Crowder, Steven Mayor

**ATTEST:**

\_\_\_\_\_  
Melanie Elvis, Town Clerk/Elections Official

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott E. Huber, Town Attorney

EXHIBIT "A"

**Consent to Destruction of Certain Records, Documents  
and Papers of the Town of Paradise**

Pursuant to the Government Code Section 34090, I hereby consent to the destruction of those certain records, documents and papers of the Town of Paradise listed on Exhibit "B" attached to Resolution No. 2025-\_\_.

DATED:

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Scott E. Huber, Town Attorney

**EXHIBIT "B"**  
**LIST OF FILES ELIGIBLE FOR DESTRUCTION**

Box #	Box Label	Dates	Additional
1	Receipts	Illegible	-
2	Receipts	4/15/09 - 06/30/09	-
3	Receipts	4/1/2011 - 06/30/11	-
4	Receipts	1/1/11 - 03/31/11	-
5	Receipts	10/1/10 - 12/31/10	-
6	Deposits	4/1/10 - 6/30/10	-
7	Deposits	10/1/09 - 12/31/09	-
8	Deposits	7/1/10 - 09/30/10	-
9	Deposits	Illegible - 09/30/10	-
10	Receipts	02/01/09 - 4/15/09	-
11	AP	2008 - 2009	Illegible
12	AP	2008 - 2009	A
13	AP	2008 - 2009	Da - Gu
14	AP	2008 - 2009	O - Pz
15	AP	2008 - 2009	Ha - Ivey
16	AP	2008 - 2009	U - Z
17	AP	2008 - 2009	Ja - North valley
18	AP	2008 - 2009	Q - Turnbow
19	AP	2007 - 2008	D - Hi
20	AP	2009 - 2010	L - Oroville
21	AP	2010 - 2011	A - Bur
22	AP	2010 - 2011	But - E
23	AP	2010 - 2011	In - N
24	AP	2010 - 2011	F - Im
24a	AP	2009 - 2010	B - Curtis
25	Check Register	July 2009 - June 2010	
26	AP	2009 -2010	Village - Z
27	Edit Listings	2010 - 2011	
28	AP	2010 - 2011	V - Z
29	AP	2009 - 2010	D - Hunter
30	AP	2009 - 2010	I - Kustom
31	Edit Listings	2009 - 2010	
32	AP	2009 - 2010	P - Rowe
33	AP	2011 - 2012	Paradise Post - V
34	Edit Listings	2011 - 2012	
35	AP	2011 - 2012	I - L
36	AP	2011 - 2012	V - Z



37	AP	2011 - 2012	C - H
38	AP	2011 - 2012	M - PID
39	Edit Listings	2010 - 2011	
40	JE	2008 - 2009	
41	JE	2009 - 2010	
42	AP	2009 - 2010	A - AVTEX
43	AP	2009 - 2010	S - Verizon
44	AP	2011 - 2012	A - B
45	Intern Program		
46	Intern Program		Cash Receipts
47	AP	2007 - 2008	A - Be
48	AP	2007 - 2008	Ho - Ji
49	AP	2007 - 2008	Ve - Z
50	AP	2007 - 2008	Si - Va
51	AP	2007 - 2008	Northstate - PD
52	AP	2007 - 2008	Pe - Sh
53	AP	2007 - 2008	Bi - C
54	AP	2007 - 2008	Jo - Northstar
55	Edit Listings	2008	
56	Edit Listings	2008 -2009	
57	AC Receipts	2013	
58	AC Receipts	2015	
59	AC Receipts	2015	
60	AC Receipts	2013 - 2014	
61	Deposits	9/17-11/17	
62	Deposits	6/17-8/17	
63	Deposits	3/18-4/18	
64	Deposits	1/18-2/18	
65	Deposits	2/19-5/19	
66	Deposits	6/19-8/19	
67	Deposits	5/18-6/18	
68	Deposits	10/18-1/19	
69	Deposits	9/19-12/19	
70	Cash Reciepts	7 to 9/18	
71	RFP	10/27/2020	Marked for Dest 10.32.2023
72	AP	FY 2018	CB-L
73	AP	FY 2018	T-Z
74	AP	FY 2018	IMPAC
75	AP	FY 2018	Edit Listings
76	AP	FY 2018	O-S
77	AP	FY 2018	M-N

78	AP	FY 2018	A-CA
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Reviewed by:

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Aimee Beleu, Finance Director/Town Treasurer



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 2(f)**

**Date: February 11, 2025**

**ORIGINATED BY:** Jessica Erdahl, Supervising Project Manager  
**REVIEWED BY:** Jim Goodwin, Town Manager  
Scott E. Huber, Town Attorney  
**SUBJECT:** Award Contract No. 2024-001 On-Call Construction Management, Inspection and Materials Testing Contracts  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1-3, Numerous

**COUNCIL ACTION REQUESTED:**

1. Concur with staff's recommendation of Consor North American, Inc., Psomas, and Unico Engineering, Inc. to perform professional construction management, inspection and materials testing services on a variety of federally, state and locally funded efforts, contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals; and,
2. Approve the attached Master Agreement for Professional Services and authorize the Town Manager to execute up to three agreements relating to On-Call Construction Management, Inspection and Materials Testing Services; and,
3. Adopt Resolution 2025-\_\_ "A Resolution of the Town Council of the Town of Paradise, Designating Authority to the Paradise Town Manager to execute The Master Agreement for Professional Services and Individual Task Orders under the resultant master agreement for RFQ 2024-001 On-Call Construction Management, Inspection and Materials Testing Services up to the maximum contract aggregate amount of twenty three million, four hundred and ten thousand, nine hundred and ninety five dollars (\$23,410,995) to expedite and facilitate camp fire recovery efforts."

**Background:**

The Town is currently operating a \$713,345,000 Capital Improvement and Disaster Relief Program. In order to deliver these projects and continue restoration and rebuild efforts towards the development of a strong and vibrant community, procurement of professional consultants is necessary.

On September 3, 2024, staff issued a formal Request for Qualifications (RFQ 2024-001) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for Federal-Aid projects. The RFQ stated the scope of work for the on-call construction management, inspection, and materials testing services needed and listed a not-to-exceed amount of \$23,410,995. The contract term would be for three years, with potential for two one-year extensions by the Town. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff. Tasks assigned amongst these projects could vary and/or include a combination of construction management, staff augmentation, on-site construction inspection and materials testing services.

This procurement will be a two-step RFQ/RFP and task orders will be issued using a “mini-RFP” qualification-based selection process. The selected firms will be eligible to submit responses to the issued ‘mini’ Request for Proposals for individual project specific task orders.

**Analysis:**

By October 3, 2024 at 4:00 PM, Town staff had received six responses to the RFQ. The proposers are listed below:

1. Consor North America, Inc.
2. Ghirardelli Associates
3. Psomas
4. Unico Engineering, Inc.
5. American Engineering - Nonresponsive
6. Bureau Veritas North American, Inc. – Nonresponsive

Two of the proposals received were determined to be nonresponsive for the following reasons:

1. Failure to submit all of the required forms
2. Failure to meet or show a good faith effort to meet the 22% DBE goal

A three-member evaluation committee was formed to evaluate the responsive proposals, including the following members:

1. Jessica Erdahl, Supervising Project Manager
2. Kevin Serrao, Capital Projects Manager
3. Hunter Foor, Assistant Engineer

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

**Table 1: Evaluation Criteria Table**

No.	Evaluation Criteria	Points Possible
1	Completeness of Response	10
2	Experience & Qualifications	40
3	Ability to Meet Project Timelines	20
4	Project Methodology & Approach	15
5	Familiarity & Experience with Local, State & Federal Procedures	15
<b>SOQ SUBTOTAL</b>		<b>100</b>
<b>INTERVIEW</b>		<b>25</b>
<b>TOTAL</b>		<b>125</b>

Panel members ranked each consultant’s proposal by the scores assigned from highest to lowest. The highest scoring consultant was assigned a ranking of 1. Subsequent rankings were made until all consultants received their ranking in comparison to the number of submittals received by the Town. Committee review of the proposals was performed independently. Evaluation scoring & ranking of the proposals received are shown in Table 2. Consultants Consor and Ghirardelli and Associates tied for 3<sup>rd</sup> place and were subsequently invited for an interview.

**Table 2: Scores and Ranking Proposals**

Consultant Name	Ranking Total	Final Ranking
Unico	4	1
Psomas	5	2
Conсор	10	T3
Ghirardelli Associates	10	T3

Upon completion of consultant interviews, the final consultant selection was made by determining the lowest summation of panel member ranks. Evaluation scoring & ranking overall, which took into consideration interview scores are shown in Table 3.

**Table 3: Scores and Ranking Overall**

Consultant Name	Ranking Total	Final Ranking
Unico	4	1
Psomas	5	2
Conсор - Interview	9	3
Ghirardelli Associates - Interview	12	4

The evaluation committee selected the top-ranked three firms - Unico Engineering, Inc., Psomas, and Conсор North America, Inc. to proceed with the next phase of the procurement process. Per Federal-Aid procedures, the top three ranked consultant cost proposal were requested and analyzed to begin negotiations and proceed with the Caltrans Office of Audits and Investigation review of financial documents.

Staff recommend Council consider awarding a separate Master Agreement, Attachment B, to each of the following firms: Conсор North America, Inc., Psomas and Unico Engineering, Inc. to perform on-call construction management, inspection, and materials testing services for a variety of local, state, and federally-funded projects. Award of each contract will be contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals.

**Financial Impact:**

The master professional services agreements and associated task orders will include a combination of federal, state and local funds estimated not-to-exceed in aggregate \$23,410,995. Potential projects that may require Construction Management, Inspection and Materials Testing services are as follows:

Town CIP #	Project Title	Funding Type
7303	On-System Road Rehabilitation Project	FHWA ER, HUD CDBG-DR
7307	Neal Road Rehabilitation Project	FHWA ER, HUD CDBG-DR
8407	Off-System Road Rehabilitation Project	FEMA PA, HUD CDBG-DR
9389	Go Paradise – Pentz Student Pathway	FHWA ATP, HUD CDBG-DR
9390	Go Paradise – Neal Gateway Project	FHWA ATP, HUD CDBG-DR
9391	Oliver Curve Pathway	HUD CDBG-DR

9408	Systemic Intersection Safety Improvements	FHWA HSIP, LOCAL
9421	Forest Service Road Improvements	HUD CDBG-DR
9422	Foster/Black Olive Intersection Improvements	HUD CDBG-DR
9423	Elliott/Nunneley Road Extension	HUD CDBG-DR
9424	Go Paradise: Skyway Link Project	FHWA ATP, HUD CDBG-DR
9425	Upper Skyway Widening	HUD CDBG-DR
9426	Skyway/Pentz Intersection Improvements	HUD CDBG-DR
9427	Pentz Road Widening	HUD CDBG-DR

**Attachments:**

- A. Resolution Approving Contract 2024-001
- B. DRAFT Master Agreement for Professional Services
- C. RFQ 2024-001

**TOWN OF PARADISE  
RESOLUTION NO. 2025-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO EXECUTE THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES AND INDIVIDUAL TASK ORDERS UNDER THE RESULTANT MASTER AGREEMENT FOR RFQ 2024-001 ON-CALL CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES UP TO THE MAXIMUM CONTRACT AGGREGATE AMOUNT OF TWENTY THREE MILLION, FOUR HUNDRED AND TEN THOUSAND, NINE HUNDRED AND NINETY FIVE DOLLARS (\$23,410,995) TO EXPEDITE AND FACILITATE CAMP FIRE RECOVERY EFFORTS.**

**WHEREAS**, the 2018 Camp Fire caused unprecedented damage to the Town of Paradise and has necessitated a variety of recovery projects which are further guided by Paradise Long-Term Recovery Plan; and,

**WHEREAS**, the Town of Paradise 2024/2025 Disaster Recovery and Capital Improvement Plan identifies over \$713M in projects spanning multiple project phases, timelines, and funding sources; and,

**WHEREAS**, in an effort to streamline and expedite delivery of recovery projects, staff issued a Request for Qualifications 2024-001 On-Call Construction Management, Inspection and Materials Testing Services; and,

**WHEREAS**, RFQ 2024-001 was designed to create a Master Agreement for three selected consultant teams to further compete for individual task orders through subsequent Mini-Request for Proposals; and,

**WHEREAS**, RFQ 2024-001 was designed for a base term of three years with the possibility of two one-year extensions at the discretion of the Town Manager for a maximum term of five years; and,

**WHEREAS**, RFQ 2024-001 was designed for a not-to-exceed aggregate contract amount of \$23,410,995 to be issued as individual task orders; and,

**WHEREAS**, RFQ 2024-001 was prepared and reviewed for the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements, including criteria set forth by California Department of Transportation, Federal Highways Administration, Federal Emergency Management Agency, Department of Housing and Urban Development and others; and,

**WHEREAS**, RFQ 2024-001 was advertised on September 3, 2024 for work relating to the Town's current and future Disaster Recovery and Capital Improvement Plan, with major scope of work categories listed below:

- Construction Management Work
- On-site Construction Inspection
- Geotechnical Investigative Work
- On-site Construction Materials Testing



- Laboratory Construction Materials Testing

**WHEREAS**, RFQ 2024-001 yielded six responses by October 3, 2024 at 4:00 PM from the following firms:

1. Consor North America, Inc.
2. Ghirardelli Associates
3. Psomas
4. Unico Engineering, Inc.
5. American Engineering - Nonresponsive
6. Bureau Veritas North American, Inc. – Nonresponsive

**WHEREAS**, each firm was evaluated by a three-member panel of Town staff using the following criteria:

No.	Evaluation Criteria	Total Possible
1	Completeness of Response	10
2	Experience and Qualifications	40
3	Ability to Meet Project Timelines	20
4	Project Methodology & Approach	15
5	Familiarity & Experience with Local, State and Federal Procedures	15
<b>TOTAL SCORE</b>		<b>100</b>

**WHEREAS**, the recommended consultants to be included in the Master Agreement are:

1. Consor North America, Inc.
2. Psomas
3. Unico Engineering, Inc.

**WHEREAS**, the selected consultants are required to pass a pre-award audit by the California Department of Transportation Independent Office of Audits and Investigations prior to contract execution, including a review of all financial documents and indirect cost rates; and,

**WHEREAS**, by designating the Town Manager authority to execute all task orders associated with RFQ 2024-001, full benefits of this robust procurement process will be realized by expediting the award process.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Paradise as follows: that the Town of Paradise-designates the Town Manager as the person authorized to execute the Agreement for Professional Services and individual task orders under the resultant master agreements for RFQ 2024-001 On-Call Construction Management, Inspection and Materials Testing Services up to the maximum contract aggregate amount of twenty three million, four hundred and ten thousand, nine hundred and ninety five dollars (\$23,410,995) to expedite and facilitate Camp Fire recovery efforts.

TOWN OF PARADISE  
RESOLUTION NO. 2025- \_\_

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this  
11<sup>th</sup> day of February, 2025, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott E. Huber, Town Attorney

## TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

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Consultant

ON-CALL CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING

Varies  
Budget Account Number

### ARTICLE I INTRODUCTION

This AGREEMENT is between Town of Paradise and the following named, hereinafter referred to as, CONSULTANT:

The name of the “CONSULTANT” is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the “CONSULTANT” will be (NAME)

The Contract Administrator for the Town of Paradise will be Marc Mattox, Public Works Director/Town Engineer.

A. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated (DATE). The approved CONSULTANT’s Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

### B. INDEMNITY AND DEFENSE

#### 1. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless Town and any and all of its officials, employees and agents as well as any other entities specified by Town (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT’s duty to indemnify and hold harmless TOWN OF PARADISE shall not extend to the TOWN OF PARADISE’s sole or active negligence and shall not extend beyond the Consultant’s percentage of fault.

#### 2. Duty to Defend

In the event the TOWN OF PARADISE, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by TOWN OF PARADISE, CONSULTANT shall defend the TOWN OF PARADISE at CONSULTANT's cost or at TOWN OF PARADISE's option, to reimburse TOWN OF PARADISE for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by TOWN OF PARADISE is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and TOWN OF PARADISE, as to whether liability arises from the sole or active negligence of the TOWN OF PARADISE or its officers, employees, or agents, CONSULTANT will be obligated to pay for TOWN OF PARADISE's defense until such time as a final judgment has been entered adjudicating the TOWN OF PARADISE as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

- C. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of TOWN OF PARADISE.
- E. TOWN OF PARADISE is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the TOWN OF PARADISE as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds TOWN OF PARADISE harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the TOWN OF PARADISE. However, claims

for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the TOWN OF PARADISE.

- H. CONSULTANT shall be as fully responsible to the TOWN OF PARADISE for the negligent, reckless or willful misconduct of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- K. CONSULTANT shall comply with the provisions of this AGREEMENT and additional federal provisions in Exhibit E of this agreement. In the event of a conflict between any provisions of Exhibit E, the more stringent provisions shall control and prevail.
- L. CONSULTANT shall comply with the requirements of State prevailing wage law as required by law and as set out in this AGREEMENT.
- M. All days set out herein are calendar days unless otherwise specified.
- N. All Exhibits are incorporated into this AGREEMENT as if fully set forth herein.

## ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit written progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report shall be sufficiently detailed for TOWN OF PARADISE's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with TOWN OF PARADISE's Contract Administrator or Project Coordinator, as needed, and upon request, to discuss progress on the project(s).

### ARTICLE III STATEMENT OF WORK

CONSULTANT shall provide On-Call Engineering Services, described in Exhibit A entitled “SCOPE OF SERVICES”. As projects become available for assignment, project specific “task orders” will be issued using a “mini-RFP” qualification-based selection process.

### ARTICLE IV PERFORMANCE PERIOD

- A. Exhibit C is the “SCHEDULE OF PERFORMANCES”. This AGREEMENT shall go into effect on DATE, contingent upon approval by Town of Paradise, and CONSULTANT shall commence work after notification to proceed by the Town of Paradise’s Contract Administrator. The AGREEMENT shall end on DATE, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT.
- B. No recommendation for AGREEMENT award is binding on the Town of Paradise until the AGREEMENT is fully executed and approved by Town Council of the Town of Paradise and the Contract Administrator has issued a written Notice to Proceed.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term of this AGREEMENT shall not exceed five (5) years.

### ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. Unless otherwise agreed for a Task Order, CONSULTANT will be compensated for hours worked at the hourly rates specified in the CONSULTANT’s approved Cost Proposal, described in Exhibit B entitled “COMPENSATION”. The specified hourly rates shall include all costs, including but not limited to direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by the Town of Paradise’s Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order when presented along with documentation of such costs acceptable to the Town.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders by the Contract Administrator.
- D. After a project to be performed under this AGREEMENT is identified by the Town of Paradise, the Town of Paradise will prepare a draft Task Order without the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to the selected CONSULTANTs awarded contracts for review, as a “mini-RFP.” CONSULTANTs shall return a Qualification Based Proposal within ten (10) calendar days along with a sealed Cost Estimate, including a written estimate of the number of hours and hourly rates per staff

person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. An evaluation committee will review individual proposals, rank and select a consultant for the work. Following the selection of CONSULTANT, negotiations will commence and continue until an agreement has been reached on the negotiable items and total cost; Finally, a complete Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

- E. Task Orders may be negotiated for an Actual Cost-plus Fixed Fee, lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. If applicable, CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed Federal rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by the Town of Paradise and notification to proceed has been issued by the Town of Paradise's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to the Town of Paradise signed by an authorized representative of the Town of Paradise. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Town of Paradise.
- K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- L. The total amount payable by the Town of Paradise for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT or to exceed the scope of work under this AGREEMENT.
- O. The total amount payable by the Town of Paradise for all Task Orders resulting from this AGREEMENT shall not exceed **\$23,410,995**. It is understood and agreed that there is no

guarantee, either express or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

- J. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the Town of Paradise's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) days after the performance of work for which CONSULTANT is billing or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, according to phase, and funding source on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and task order. Credits due to the Town of Paradise that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to the Town of Paradise's Contract Administrator at the following address:

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

#### ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by TOWN OF PARADISE with or without cause, provided that TOWN OF PARADISE gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. TOWN OF PARADISE may temporarily suspend this AGREEMENT, at no additional cost to TOWN OF PARADISE, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If the TOWN OF PARADISE gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to TOWN OF PARADISE for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined. Notwithstanding, Consultant shall be liable only to the extent of Consultant's negligent, reckless or willful misconduct.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT for all correctly completed work. Upon termination, TOWN OF PARADISE



shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not. Such materials may not be withheld until payment is received.

## ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also shall comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to TOWN OF PARADISE.
- D. When a CONSULTANT or subconsultant is a 501(c)(3) Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

## ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and TOWN OF PARADISE shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. The Town of Paradise, HCD, HUD, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the Town of Paradise's Finance Director.

- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise’s Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the TOWN OF PARADISE will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, TOWN OF PARADISE, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by TOWN OF PARADISE Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by TOWN OF PARADISE at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, TOWN OF PARADISE or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT’s Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the TOWN OF PARADISE Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI’s review of the ICR audit work papers created by the CONSULTANT’s independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, TOWN OF PARADISE will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in

accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to TOWN OF PARADISE final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of TOWN OF PARADISE; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO TOWN OF PARADISE no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between TOWN OF PARADISE and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the TOWN OF PARADISE and any subconsultants, and no subconsultant agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the TOWN OF PARADISE for the acts and omissions of its subconsultants and of persons either directly or indirectly

employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the TOWN OF PARADISE's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the TOWN OF PARADISE Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subconsultant agreement entered into as a result of this AGREEMENT, shall make all the provisions stipulated in this entire AGREEMENT applicable to subconsultants unless otherwise agreed by the TOWN OF PARADISE.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the TOWN OF PARADISE.
- E. Any substitution of subconsultants must be approved in writing by the TOWN OF PARADISE Contract Administrator in advance of assigning work to a substitute subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The TOWN OF PARADISE may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the TOWN OF PARADISE, of the contract work, and pay retainage to CONSULTANT based on these acceptances.

No retainage will be withheld by the TOWN OF PARADISE from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

#### ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by TOWN OF PARADISE's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by TOWN OF PARADISE's Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TOWN OF PARADISE shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit TOWN OF PARADISE in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TOWN OF PARADISE procedures; and credit TOWN OF PARADISE in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent

appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by TOWN OF PARADISE and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TOWN OF PARADISE. The Parties shall divide the cost of such appraisal equally.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at TOWN OF PARADISE construction sites, at TOWN OF PARADISE facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve TOWN OF PARADISE projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.

- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by TOWN OF PARADISE representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
    - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the TOWN OF PARADISE Contract Administrator by both email and regular mail on the business day following receipt of the request.
  3. Each CONSULTANT and subconsultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by TOWN OF PARADISE shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform TOWN OF PARADISE of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, the CONSULTANT shall, as a penalty to TOWN OF PARADISE, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof,



for each worker, until strict compliance is effectuated. Such penalties shall be withheld by TOWN OF PARADISE from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the TOWN OF PARADISE Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the TOWN OF PARADISE a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

- b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
  - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain a declaration signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, TOWN OF PARADISE shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If TOWN OF PARADISE determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if TOWN OF PARADISE did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by TOWN OF PARADISE.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the TOWN OF PARADISE, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with TOWN OF PARADISE that may have an impact upon the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to the TOWN OF PARADISE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise TOWN OF PARADISE of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either TOWN OF PARADISE ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the CONSULTANT, or its designee or agents, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to CDBG-DR assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter.

## ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

## ARTICLE XV PROHIBITION OF EXPENDING TOWN OF PARADISE, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:
1. No State, Federal, or TOWN OF PARADISE appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub agreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

## ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT

has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by TOWN OF PARADISE to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the TOWN OF PARADISE upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or TOWN OF PARADISE shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone

in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex or national origin. In administering the TOWN OF PARADISE components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex or national origin.

#### ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to TOWN OF PARADISE. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FEMA, FHWA, and/or HUD, whichever Department(s) is relevant to the Task Order.

#### ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System

(NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is **22%**. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.



Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.

3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:

- One or more above listed justifiable reasons along with supporting documentation.
- CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
- The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

#### Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:

a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Description of scope of work and cost proposal
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

#### F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier subconsultant

- Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY’s reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

#### G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## ARTICLE XIX INSURANCE

Consultant shall provide Insurance as described in Exhibit D entitled “INSURANCE REQUIREMENTS”.

- A. Prior to Agreement execution, CONSULTANT shall furnish the Town of Paradise with a Certificate of Insurance evidencing the insurance types and requirements set forth in Exhibit D.
- B. The Town of Paradise will not be responsible for any premiums or assessments on any insurance policy.
- C. The required insurance listed in Exhibit D shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year.
- D. New Certificates of Insurance are subject to the approval of the Town of Paradise. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the Town of Paradise may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

## ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the TOWN OF PARADISE for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or TOWN OF PARADISE governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. TOWN OF PARADISE has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

#### ARTICLE XXI CHANGE IN TERMS

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

#### ARTICLE XXII CONTINGENT FEE

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

#### ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of TOWN OF PARADISE's Contract Administrator and the Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by



TOWN OF PARADISE Town Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

#### ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit TOWN OF PARADISE, the State, and FEMA, FHWA, and HUD if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

#### ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by TOWN OF PARADISE Safety Officer and other TOWN OF PARADISE representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, TOWN OF PARADISE has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

#### ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the TOWN OF PARADISE, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all

other property belonging exclusively to Town which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by the TOWN OF PARADISE.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Town without restriction or limitation upon its use or dissemination by Town.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by the Town for another project or project location shall be at Town's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. TOWN OF PARADISE may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FEMA, FHWA, and HUD shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### ARTICLE XXVII CLAIMS FILED BY TOWN OF PARADISE'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by TOWN OF PARADISE's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with TOWN OF PARADISE'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that TOWN OF PARADISE considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from TOWN OF PARADISE. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with TOWN OF PARADISE's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

## ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to TOWN OF PARADISE's operations, which are designated confidential by TOWN OF PARADISE and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by TOWN OF PARADISE relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or TOWN OF PARADISE's actions on the same, except to TOWN OF PARADISE's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by TOWN OF PARADISE, and receipt of TOWN OF PARADISE'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than TOWN OF PARADISE, Caltrans, and/or FEMA, FHWA, or HUD. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

## ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

## ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by TOWN OF PARADISE. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

## ARTICLE XXXI PROMPT PAYMENT

### A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

### B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

## ARTICLE XXXII TITLE VI ASSURANCES

### APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY

*The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:*

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

#### **APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

#### **APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.

Town of Paradise  
Agreement for Professional Services  
Contract 2024-001

252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or

benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **APPENDIX D**

#### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and



repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

## APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately



By: \_\_\_\_\_  
James Goodwin, Town Manager

By:  
Name:  
Title:  
Address:

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Scott E. Huber, Town Attorney

By: \_\_\_\_\_  
Melanie Elvis, Deputy Town Clerk

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**EXHIBIT A SCOPE OF SERVICES**

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Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

**Scope of Work Description:**

The services which could be requested with this contract are broad within this profession and include the following:

**Task 1: Preconstruction Services**

- 1) Conduct a thorough review of plans and specifications to identify potential conflicts, constructability issues, value-engineering opportunities, and ensure consistency among plans, specifications, and estimates.
- 2) Perform a preconstruction quality assurance review of the 100% PS&E package, providing written comments in the form of a summary memorandum and "red line" markups of plans and specifications.
- 3) Review final contract plans, specifications, permits, agreements, easements, environmental documents, and technical reports and studies.
- 4) Develop a project schedule, encompassing preconstruction and construction utility relocations, and adhere to notification timelines specified in permits, agreements, and contract documents. Update the schedule upon receipt of the CONTRACTOR's schedule.
- 5) Analyze Project Traffic Management Plans during pre-construction reviews, review project staging plans, and propose revisions as necessary. Review permits, agreements, and environmental commitments.
- 6) Review the project schedule, incorporating all preconstruction and utility relocations by others, and notification timelines noted in permits, agreements, and contract documents. Evaluate and collaborate with the TOWN Project Manager to enhance the schedule upon receipt of the CONTRACTOR's schedule.
- 7) Attend Project Development Team meetings during the design phase to discuss design features and review contract administration procedures.

8) Schedule, coordinate, and host a preconstruction meeting with the CONTRACTOR and Town after the award of the construction contract.

## **Task 2: Construction Management Services During Construction**

1) Provide all necessary services to manage construction projects in accordance with Caltrans Local Assistance Procedures Manual Chapter 16: Administer Construction Contracts.

2) Project Coordination and Correspondence

- a. Coordinate and assist CONTRACTORs, surveyors, material testers, the design engineer, other agencies, utility companies, and relevant parties as needed.
- b. Maintain close contact with the town, provide an on-site Resident Engineer, and keep the Design Engineering firm informed of all pertinent correspondence.
- c. Review all Town and CONTRACTOR correspondence as necessary and collaborate with applicable parties to develop responses.
- d. Schedule, coordinate, and attend weekly construction contract coordination meetings with the CONTRACTOR.
- e. Monitor project safety, the company's Injury Illness Prevention Plan (IIPP), Cal/OSHA regulations, and requirements, documenting and notifying the contractor of potential violations.
- f. Perform labor compliance reviews and correspond with the CONTRACTOR regarding any outstanding issues.
- g. Track DBE and Section 3 utilization and compliance.
- h. Maintain virtual project files, accessible to the Town at all times, in compliance with the Caltrans Construction Manual

2) Schedule Management, Progress Meetings, and Reports

- a. Review the planned schedule for conformance with specifications and assess the reasonableness of the sequence and duration of activities.
- b. Monitor work progress against the planned schedule, reporting any schedule slippage to the town's project manager and providing time impact analysis. Update the construction schedule to reflect actual progress, weather delays, and change order impacts.
- c. Prepare weekly statements of working days and provide them to the contractor in a Caltrans format.
- d. Prepare and submit a monthly progress report to the Town detailing key issues, cost status, and schedule status.

3) Payment Recommendations

- a. Review CONTRACTOR's initial schedule of values for reasonableness and ease of monitoring.
- b. Review quantities submitted with monthly progress payment requests and analyze discrepancies.
- c. Prepare monthly progress payment recommendations by measuring bid items, checking percent complete in the field, and assisting with contractor meetings to resolve differences.
- d. Submit monthly progress payment spreadsheets to the Town for payment processing, including backup calculations in Caltrans format.

#### 4) Requests for Information (RFI) and Material Submittals

- a. Review and monitor all Requests for Information (RFI) from CONTRACTOR.
- b. Review, respond to, and track responses to RFI related to construction issues.
- c. Provide design-related RFI to the Design Engineering firm for technical discussions and concurrence on potential changes or design impacts. Process responses to CONTRACTOR promptly.
- d. Lead meetings with the Town, CONTRACTOR, and other parties to discuss and resolve outstanding RFIs.
- e. Collect, log, review, distribute, track, and respond to all material submittals submitted by the CONTRACTOR.

#### 5) Contract Change Orders (CCOs)

- a. Issue written work change directives for contract changes and extra work.
- b. Review all change orders related to construction issues based on drawings, specifications, and other design information from the Design Engineering firm.
- c. Perform change order analysis, including reviewing proposed change orders, quotations from CONTRACTOR, negotiated change order costs, time extensions, and processing final negotiated change orders. Prepare CCOs and recommendations for Town review and approval.
- d. Recommend and monitor appropriate levels of budget contingency required during all phases of the project.

#### 6) Construction Observation/Inspection Services

- a. Provide day-to-day on-the-job observation/inspection of all construction work, ensuring contract compliance and documenting construction activities.
- b. Prepare daily inspection reports, take progress photographs, review CONTRACTOR record drawing markups, and coordinate final inspection with the Town.
- c. Provide photo documentation of pre-, during and post-construction activities.

- d. Perform ADA facility inspections and complete certification documentation.
- e. Assist with matters related to project construction.

#### 7) Claims Management

- a. Review any material related to dispute resolution with the contractor's methodologies, policies, and procedures, collaborating with the Town as necessary.
- b. Review and manage additional compensation claims submitted during construction.
- c. Provide claim administration, including coordinating and monitoring claims response preparation, logging claims, tracking claims status, and preparing documentation for dispute resolution hearings.

#### 8) Record Drawings

- a. Confirm on a monthly basis that the contractor maintains up-to-date marked-up prints of construction drawings and documents, showing all field changes and as-built conditions. Maintain these drawings and documents in the construction field office.

### **Task 3: Labor Compliance**

- 1) Perform labor compliance reviews and correspond with the contractor regarding any outstanding issues.
- 2) Collect and review payrolls and conduct interviews on federal projects.
- 3) Recommend progress payment deductions based on labor compliance deficiencies.
- 4) Ensure compliance with DBE, EEO and HUD Section 3 requirements and reporting.

### **Task 4: Public Outreach**

- 1) Coordinate with the TOWN, Resident Engineer, and other stakeholders to obtain accurate construction information for public outreach efforts.
- 2) Maintain close contact with the TOWN, Resident Engineer, and TOWN Public Information Officer on all correspondence.
- 3) Develop public outreach strategies based on input from the TOWN, Resident Engineer, and TOWN Public Information Officer, coordinating with relevant parties as needed.
- 4) Attend construction contract coordination meetings with the TOWN and Resident Engineer.
- 5) Prepare web updates and newspaper updates to inform the public about temporary construction impacts.
- 6) Plan, coordinate, and oversee project groundbreaking and ribbon cutting ceremonies.

### **Task 5: Traffic Management Coordination**

- 1) Coordinate with the TOWN, Resident Engineer, and Contractor to review the project construction baseline schedule and identify conflicts with staging and traffic management plans.
- 2) Review traffic management plans and staging plans for potential conflicts with adjacent or nearby projects that are already under construction.
- 3) Analyze traffic management plan conflicts between projects and recommend revisions to reduce temporary traffic impacts during construction.

### **Task 6: Environmental Coordination & Monitoring**

- 1) Review mitigation monitoring plans and environmental commitment records, documenting compliance.
- 2) Perform surveys and tasks as required by the environmental document, monitoring the contractor's biologist and coordinating as necessary.
- 3) Monitor, track, and log environmental trainings for onsite personnel to ensure compliance with environmental requirements.

### **Task 7: Storm Water Pollution Prevention Plan (SWPPP) – Construction Activities**

- 1) Provide SWPPP services appropriate for the project's risk level, including data entry and compliance with relevant regulations.
- 2) Comply with all applicable laws and requirements, including the Clean Water Act, Porter-Cologne, and local permits, performing necessary inspections and follow-ups with the contractor.

### **Task 8: Material Testing and Quality Assurance**

- 1) Test Planning and Coordination
  - a. Review project specifications and requirements to determine the scope of material testing needed.
  - b. Identify the types of materials to be tested, such as concrete, asphalt, soil, steel, etc.
  - c. Determine the frequency and locations for material sampling and testing.
  - d. Coordinate with the project team, including engineers, contractors, and regulatory agencies, to establish a testing schedule and sampling points.
  - e. Prepare a comprehensive material testing plan outlining the methods, standards, and procedures to be followed.
- 2) Sample Collection and Preparation
  - a. Identify appropriate sampling locations based on project specifications and requirements.



b. Collect representative samples of the materials to be tested, ensuring proper handling and labeling.

c. Prepare samples for testing by following established procedures, including sample splitting, drying, and other necessary treatments.

### 3) Laboratory Testing

a. Transport samples to the laboratory facility while maintaining proper chain of custody.

b. Conduct a range of material tests based on project requirements, which may include:

i. Compression testing for concrete or masonry

ii. Sieve analysis for aggregates

iii. Atterberg limits testing for soils

iv. Asphalt mix design testing

v. Chemical analysis for contaminants

### 4) Data Analysis and Reporting

a. Analyze test results to determine the material's compliance with project specifications and quality standards.

b. Identify any deviations from expected material properties or performance.

c. Prepare detailed reports summarizing the test results, including pass/fail determinations and any recommended actions.

## **Task 9: Post Construction Services (Close Out/Claims)**

1) Review punch list items of remaining work, resolve outstanding contract change orders, global settlements, dispute resolution, and arbitration meetings.

2) Compile all final material testing reports, documentation, and certifications for inclusion in the project's closeout documentation.

3) Provide project changes to original design documents, records, and drawings.

4) Review and process the final payment.

5) Complete Caltrans closeout forms.

6) Provide a final electronic transmittal of all project documents which will be used for potential future audit from various funding sources. This transmittal shall include all project correspondence and project documents created in the delivery of the Consultant's services.

## **Task 10: Other Services as Necessary**

- 1) Requested Construction Management, Inspection and Materials Testing services may include other related professional and administrative tasks to assist the Town depending on the scope of the proposed project. These services shall be in accordance with applicable law, HUD/HCD requirements, Caltrans Standards, FHWA Standards, FEMA requirements, and the Town's Standards.

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES  
EXHIBIT B COMPENSATION**

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Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

Compensation for services shall be in accordance with the specified rates of compensation, shown below:

Approved ICRs are fixed for the life of the contract.

INSERT CONSULTANT ICR SCHEDULE

INSERT CONSULTANT COST PROPOSAL

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**EXHIBIT C SCHEDULE OF PERFORMANCES**

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Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

The Provider shall complete all services in accordance with the specific service and completion schedules established with each executed Task Order.

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES  
EXHIBIT D INSURANCE PROVISIONS**

\_\_\_\_\_  
Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

**INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

Consultant 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 Consultant, Consultant’s agents, representatives, employees and subconsultants. **Before** the commencement of work, Consultant shall submit Certificates of Insurance and Endorsements evidencing that consultant 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 **\$4,000,000** 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) **Excess Liability:** Consultant shall maintain excess liability coverage of \$1,000,000.
- 3) **Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
- 4) **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 Consultant provides written verification, he or she has no employees.)*
- 5) **Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant’s profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

TOWN OF PARADISE reserves the right to request additional coverage for specific Task Orders.

If Consultant 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 Consultant. 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) **Additional Insured Status:** The Town of Paradise, its officers, officials, employees and volunteers as well as the State of California, its officers, agents, and employees and other entities as directed by the Town 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 Consultant, 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later edition is used).
- 2) **Primary Coverage:** For any claims related to this contract, Consultants insurance coverage shall be primary and non-contributory and 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 in excess of Consultant's insurance and shall not contribute with it. This requirement shall also apply to an Excess or Umbrella liability policies.
- 3) **Umbrella or Excess Policy:** The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- 4) **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with at least a 30-day notice to the Town.

**C. WAIVER OF SUBROGATION:** Consultant hereby grants to Town a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Town by virtue of the payment of any loss under such insurance. Consultant 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.

**D. SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant 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 (SIR) may be satisfied by either the named insured or Town. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention or deductible that exceeds \$25,000 unless approved in writing by the Town. Any and all deductibles and self-insured retention shall be the sole responsibility of Contractor or subcontractor who procured such insurance

and shall not apply to the Indemnified Additional Insured Parties. The Town may deduct from any amounts otherwise due Contract to fund the SIR/deductible. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

- 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:** Consultant 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 Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declaration & Endorsements pages are to be received and approved by the Entity before contract execution. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant'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. The 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.
- 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. SUBCONSULTANTS:** Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Town is an additional insured on insurance required from subconsultant.
- 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 Consultant 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.

## TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

**EXHIBIT E ADDITIONAL FEDERAL PROVISIONS  
HUD FUNDED, FEMA FUNDED, AND/OR FHWA FUNDED PROJECTS**

\_\_\_\_\_  
Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

**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 Agreement:

**1. Remedies:**

A. 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.

B. 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 Consultant under this Contract or any other Contract between the Town and the Consultant.

## **2. Compliance with State and Federal Laws and Regulations**

The Contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and procedures established by the HCD for the administration of the DR-Infrastructure programs, as the same may be amended from time to time.

## **3. CDBG-DR Requirements**

Consultant shall be in compliance with CDBG-DR requirements, the 2018 DR-Infrastructure Policies and Procedures.

## **4. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58)**

The "Anti-kickback Act of 1986" provides that the Town and the Consultant shall be prohibited from attempting as well as completing "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

## **5. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708**

As applicable, documentation shall be maintained that demonstrates compliance with hour and wage requirements for this section and submitted upon request to the Town.

- A. 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.
- B. 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 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.

- C. 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.
- D. 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.
- E. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) 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.

**6. Davis-Bacon Act (Title 29 CFR, Subtitle A, Parts 1, 3, and 5)**

The Consultant must abide by the Davis-Bacon Act as amended (40 U.S.C 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week.

**7. Environmental Compliance**

- A. The Consultant shall comply with the California Environmental Quality Act (CEQA) requirements as applicable.
- B. The Consultant agrees to comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements, specified in said Section 114 and Section 308, and all applicable standards, orders, regulations and guidelines issued thereunder. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. The Consultant shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended, and all applicable standards, orders and regulations. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. The Consultant shall comply with EPA regulation pursuant to 40 CFR Part 50, as amended.

- E. The Consultant shall comply with HUD regulation pursuant to 24 CFR Part 58.
- F. The Consultant shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- G. The Consultant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Consultant shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. The Consultant 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), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), the Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50 as amended, the HUD regulation pursuant to 24 CFR Part 58, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the National Historic Preservation Act of 1966 as amended 16 U.S.C. 470, the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set form in 36 CFR Part 800 (Advisory Council on Historic Preservation Procedures for Protection of Historic Properties. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **8. 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.

- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **9. 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.

## **10. 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 the Town of Paradise and understands and agrees that the Town of Paradise will, in turn, report each violation as required to assure notification to the 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 the Town of Paradise and understands and agrees that the Town of Paradise will, in turn, report each violation as required to assure notification to the 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.

## **11. Energy Efficiency**

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

## **12. Suspension and Debarment**

The Town does not employ vendors or contractors or award contracts to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspensions". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order.

- (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 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).
- (2) 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.
- (3) 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.
- (4) 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.

See Attachment B.2– Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

Consultants 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 non-Federal award. See the certification in Attachment B.1.

## **14. Procurement of Recovered Materials**

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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>.

The Contractor also agrees to comply will all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Consultant shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Pursuant to 30 CFR 247.2, this clause shall apply to items purchased under this Agreement where: (1) Consultant purchases in excess of \$10,000 of the item under this contract; (2) during the preceding Federal fiscal year, the Consultant: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## **15. Additional HUD Requirements (CDBG-DR):**

### **A. Equal Opportunity Requirements and Responsibilities**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1065 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and

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specifically with each of the following, among other things, as the same may be amended from time to time. The consultant, performing work under this contract, shall follow these laws and regulations:

1. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
2. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
3. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
4. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
5. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
6. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
7. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

8. **The Americans with Disabilities Act of 1990 (ADA)**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
9. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
10. **Executive Order 12259**: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
11. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found “probable cause” of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
12. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978**: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
13. **The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)**: This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
14. **Executive Order 11246**: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

#### **B. Minority Business Enterprises and Women’s Business Enterprises**

The Consultant must take affirmative steps to assure that minority business enterprises and women’s business enterprises are used when possible. The affirmative steps must include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are



solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **C. Relocation, Displacement, and Acquisition**

The Contractor shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they are applicable.

### **D. Consultant Agreements:**

- A. Consultant shall:
  1. Perform the Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
  2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by the HUD/HCD, as determined by the particulars of each individual Project will be required.
  3. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
  4. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
  5. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
  6. Compliance with the applicable Equal Opportunity Requirements described in Exhibit E, Section 12 of this Agreement.
- B. Consultants and Subconsultants shall follow the Drug-Free Workplace Act of 1988, which include the items below:
  1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a

controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.

2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

**E. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts Rev. 3/03)**

1. This contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
2. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
3. The Town has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**F. Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**G. Construction Standards**

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157)

The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968, be accessible.

California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations)

All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).

Sustainability Requirements

All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient, Subrecipient's and Contractors must follow best practices, such as those provided by the U.S. Department of Energy.

National Floodplain Elevation Standards

Subrecipients and Contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to public facilities in flood hazard areas. All structures designed for public facilities use within a special flood hazard area (SFHA), or one percent annual chance, floodplain will be elevated with the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR 5850 and 83 FR 5861.

Wildland-Urban Interface Building Codes (WUI Codes)

All Approved Projects under this program that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design and construction standards to maximize ignition resistance.

**16. Federal labor Standards Provisions**

Davis-Bacon Act (40 U.S.C. §§ 31413148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

"Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Consultant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Town for review upon request. Consultant shall be responsible for monitoring all subcontractors, as applicable, for compliance with these provisions.

## **17. State Prevailing Wages**

- A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, HCD may require a certification from the awarding body that prevailing wages have been or will be paid.
- C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

## **18. Agreements with Contractors**

- A. The Subrecipient shall not enter into any agreement, written or oral, with any Contractor or other party without the prior determination that the Contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar Federal or state listing of debarred or ineligible parties.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive Grant Funds from a Subrecipient to undertake Approved Projects.

- B. An agreement between the Subrecipient and any Contractor or other party shall require:
  - 1. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
  - 2. Maintenance of at least the minimum State required Workers' Compensation

Insurance for those employees who will perform the Approved Project activities.

3. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
4. Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 10 of this Agreement.

C. Contractors shall:

1. The Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by HCD, as determined by the particulars of each individual Project will be required.

D. Contractors and Subcontractors: Drug-Free Workplace Act of 1988

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

**19. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention**

- A. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives and comply with all insurance requirements. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with

suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- B. Danger Signals and Safety Devices: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.
- C. Protection of Lives and Health: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as reasonably necessary.

## **20. Additional FEMA Requirements**

### **A. 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.

### **B. 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.
4. In compliance with the Disaster Recovery Act of 2018, the Town of Paradise and the Contractor acknowledge and agree that no language in this contract is intended to

prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**C. 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.

**D. Compliance with Federal Law, Regulations, and Executive Orders**

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

**E. 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.

**F. 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.

INSERT CONSULTANT 10-02 DBE COMMITMENT



INSERT CONSULTANT INSURANCE COL

**TOWN OF PARADISE**



**REQUEST FOR QUALIFICATIONS**

FOR

**ON-CALL CONSTRUCTION MANAGEMENT, INSPECTION AND  
MATERIALS TESTING SERVICES**

TOWN OF PARADISE PROJECT NUMBER: VARIES

FEDERAL AID PROJECT NUMBER: VARIES

TOWN OF PARADISE  
PUBLIC WORKS DEPARTMENT  
5555 SKYWAY  
PARADISE, CA 95969

**NO. RFQ 2024-001**

**PUBLISH DATE:**

SEPTEMBER 3, 2024

**SUBMISSION DATE:**

NO LATER THAN 4:00 PM OCTOBER 3, 2024

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## Abbreviations

<b>Abbreviation</b>	<b>Meaning</b>
A&E	Architectural and Engineering
AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
ASTM	American Society of Testing and Materials Design
CALTRANS	California Department of Transportation
CDBG-DR	Community Development Block Grant – Disaster Recovery Program
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
CWA	Clean Water Act
DBE	Disadvantaged Business Enterprise
DIR	Department of Industrial Relations
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GFE	Good Faith Effort
HCD	California Department of Housing and Community Development
HUD	U.S. Department of Housing and Urban Development
LAPM	Local Assistance Procedures Manual
MBE/WBE	Minority-Owned Business Enterprises/Women-Owned Business Enterprises
NEPA	National Environmental Policy Act
PAED	Project Approval and Environmental Documentation
PS&E	Plans, Specifications, and Estimates
RFQ	Request for Qualifications
SOQ	Statement of Qualifications

## Definitions and Terms

**Consultant-You:** Person or business or its legal representative entering into a contract with the Town of Paradise for performance of work.

**Disadvantaged Business Enterprise:** Disadvantaged Business Enterprise as Defined in 49 CFR 26.5

**Minority-Owned Business Enterprises:** Minority-owned businesses as defined in 13 CFR Part 124.

**Town:** Town of Paradise, a municipal corporation.

**Women-Owned Business Enterprises:** Women-owned businesses as defined in 13 CFR Part 127.

# REQUEST FOR QUALIFICATIONS

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## **A. INSTRUCTIONS TO PROPOSERS**

### **A-1. INTRODUCTION**

The Town of Paradise (Town or Local Agency) requests qualifications from experienced consultants (Proposer) to provide as-needed Construction Management, Inspection and Materials Testing services.

#### **Background:**

The Town of Paradise Public Works is seeking the services of up to three (3) qualified Construction Management, Inspection and Materials Testing firms to assist with various project needs under an On-Call Professional Services Agreement. The total amount authorized amongst the contract awarded from this solicitation will not exceed **\$23,410,995**. There is no guarantee, either expressed or implied that the not to exceed amount will be authorized under these contracts through Task Orders under this contract. The contract term is for three years, with the potential for two one-year extensions at the Town's discretion.

The resulting On-Call Professional Services Agreement from this solicitation is for a variety of local, state, and federally-funded transportation projects. Typical projects requiring Construction Management, Inspection and Materials Testing services may include new construction or maintenance and improvements of existing public infrastructure, including but not limited to: roadways, bridges, bikeways, parks, and storm water facilities. As Capital Improvement Program (CIP) projects become available for construction, project specific task orders will be issued.

#### **Funding:**

In 2022, the Town of Paradise was awarded grants of \$199.5 million from the U.S. Department of Housing and Urban Development's Community Development Block Grant – Disaster Recovery (CDBG-DR) program funding [administered through California's Housing and Community Development Department (HCD)] as well as approximately \$41 million from the California Transportation Commission's 2023 Active Transportation Program (ATP). The Town of Paradise also received grants of approximately \$29.4 million from the Federal Emergency Management Agency's Public Assistance Program (FEMA PA) and approximately \$44.7 million from the Federal Highway Administration's Emergency Relief Program (FHWA ER). Depending on the project, the funding may include federal, state, or local funding. The program funding may be from, but is not limited to, FHWA ER, CDBG-DR, ATP, and Federal Emergency Management Agency (FEMA) funding. For reference, the Town of Paradise's CDBG-DR Infrastructure Action Plan Amendment 1 can be found at:

<https://www.townofparadise.com/pwe/page/cdbg-dr-program>

#### **Schedule:**

The Town of Paradise plans to move forward with task orders for several projects concurrently. In order to accomplish this, Proposers would need to have several project managers available to successfully complete task orders within funding time frames, and have project managers available to supplement the Town's needs for project related scope (staff augmentation).

#### **Project Location:**



All On-Call Construction Management, Inspection and Materials Testing assignments will be located in the Town of Paradise, Butte County, California.

**Tentative Selection Schedule:**

The following represents a tentative selection schedule for this consultant procurement process. Any change in the scheduled dates for final questions or Statement of Qualifications (SOQ) submission date will be advertised in the form of an addendum to this RFQ. The schedule for the evaluation process and other future dates may be adjusted without notice.

---

Advertise RFQ.....	September 3, 2024
Deadline for Final Questions .....	(no later than) 4:00 PM, September 25, 2024
SOQ Submission Date .....	(no later than) 4:00 PM, October 3, 2024
SOQ Evaluation & Short List Identification.....	Week of October 7, 2024
Short List Interviews (if conducted) .....	Week of November 4, 2024
Identify Top Ranked Proposer .....	November 2024
Negotiations and Contract Development .....	November 2024
Caltrans Pre-Award Audit.....	December 2024
Contract Approval and Execution.....	February 2025

---

**A-2. POINT OF CONTACT**

All inquiries regarding this RFQ must be submitted through Public Purchase:

www.publicpurchase.com  
RFQ NO. 2024-001

Do not contact Town departments or other Town staff directly. Information provided by other than the above contact may be invalid, and SOQs which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ, addenda will be issued. All addenda for this RFQ will be distributed via the publicpurchase.com website:

<https://www.townofparadise.com/pwe/page/current-bid-notice-contractorsconsultants>

**It is the proposer’s sole responsibility to monitor this website for possible addenda to this RFQ.** Failure of Proposer to retrieve addenda from this site shall not relieve the Proposer of the requirements contained therein. Additionally, failure of the Proposer to return a signed addendum, when required, may be cause for rejection of his/her SOQ.

**A-3. MINIMUM QUALIFICATIONS**

The following minimum qualifications are required:

**General**

1. The Proposer must be familiar with Caltrans Local Assistance Program (LAPM) and have relevant experience delivering both federally and locally funded projects for local agencies.
2. Key discipline leads have appropriate professional licenses commensurate with their proposed role on the project.
3. The Proposer's project manager is available and committed to the contract.

#### **Construction Management and Inspection**

1. The Proposer has been in business for a minimum of ten (10) years performing similar professional services in the State of California.
2. Consultants must be currently engaged in the business of the Construction Management and Inspection services involving public improvement projects.

#### **Materials Testing**

1. The Proposer has been in business for a minimum of five (5) years performing similar professional services in the State of California.
2. Consultants must be currently engaged in the business of the Materials Testing involving public improvement projects.
3. The firm must have personnel certified by Caltrans to perform material testing on federal and state-funded projects and an available soils laboratory also certified by the State of California.
4. The materials laboratory shall have certified testing equipment in good working order capable of performing the tests in conformance to the provisions of the QAP. The Town's Quality Assurance Program is included in this RFQ as Attachment D for reference.

#### **A-4. SUBMITTAL INSTRUCTIONS**

1. Your submittal package, due no later than **4:00 PM on October 3, 2024**, shall include the following:
  - One (1) original copy of your SOQ; and
  - One (1) electronic copy of your SOQ in PDF format on a flash drive; and
2. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFQ number and title on the outside of the parcel.
3. SOQs must be submitted **ONLY** to:

Town of Paradise  
Public Works | Engineering Department  
Attn: Jessica Erdahl, Supervising Project Manager  
5555 Skyway  
Paradise, CA 95969

4. Faxed and/or emailed SOQs shall not be accepted.
5. The Town shall not be responsible for SOQs delivered to a person or location other than that specified herein.
6. Late submittals shall not be accepted or considered.
7. The Town reserves the right to waive minor defects and/or irregularities in SOQs and shall be the sole judge of the materiality of any such defect or irregularity.

8. All costs associated with SOQ preparation shall be borne by the proposer.
9. At the completion of successful cost negotiations with the top-ranked consultant, all remaining sealed envelopes containing cost proposals will be returned to consultants.
10. All SOQs shall remain firm for one-hundred-twenty (120) consecutive calendar days following the closing date for the receipt of SOQs.
11. The Proposer shall carefully review all the requirements of this RFQ and the sample standard agreement, as no modifications will be allowed. If the Proposer has any exceptions, they shall be identified in the cover letter in the SOQ.

**A-5. BID PROTEST/DISPUTE**

Consultants that submitted a SOQ but were unsuccessful in the attempt to obtain a contract may request, in writing, a debriefing from the Town of Paradise, Project Manager assigned to the project. The debriefing shall consist of the tabulated scores of the Consultant's evaluations by the selection committee and responses to any written questions the Consultant may have. Firms that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to:

Town of Paradise  
Public Works | Engineering Department  
Attn: Marc Mattox, Public Works Director  
5555 Skyway  
Paradise, CA 95969

All protests must be made in writing, signed by an individual authorized to sign the submitted SOQ and must contain a statement of the reason(s) for the protest citing the law, rule, regulation or procedure on which the protest is based. Potential Firm capabilities, SOQ characteristics and / or pricing features that were not included in the Firm's SOQ shall not be introduced during the protest process. To be considered, the protest must be submitted within five (5) working days from the date provided on the Results Notification letter, issued by the Department. Decision(s) regarding protests will be made by the Public Works Director, in a timely manner following receipt of the bidder's written protest, and after consultation with the Town Manager, and the Town Attorney (if appropriate). Their decision will be final. The protesting bidder and any other affected bidder(s) will be notified in writing.

**A-6. PUBLIC RECORDS**

SOQs submitted in response to this RFQ, and the documents constituting any agreement entered into thereafter become the exclusive property of the Town of Paradise and shall be subject to the California Public Records Act (Government Code Section 7920.000 et seq.). The Town of Paradise's use and disclosure of its records are governed by this Act.

Those elements in each SOQ which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The Town of Paradise will use its best efforts to inform proposer of any request for disclosure of any such document. The Town of Paradise, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the Town of Paradise will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the Town of Paradise is required to defend an action arising out of a Public Records Act request for any of the contents of a consultant's SOQ marked "Confidential", "Proprietary", or "Trade Secret", proposer shall defend and indemnify the Town of Paradise from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, Proposers are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the SOQ documents. Because the SOQ documents are available for review by any person after award of a contract resulting from an RFQ, the Town of Paradise shall not in any way be held responsible for disclosure of any "Confidential," "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

#### **A-7. CALIFORNIA PREVAILING WAGE REQUIREMENTS**

The projects for which services may be performed described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Depending on the scope of service, prevailing wage rates may apply if work to be performed by the consultant and/or subconsultant(s) will involve on-site work such as land surveying (flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials, and so forth.

Any Consultant awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant's contract. The Town has advised Proposers as to the applicability of such requirements and is not responsible for monitoring the Consultant's compliance. Consultant will be required to indemnify, defend and hold harmless the Town, its officers, agents, and employees from and against Consultant's failure to comply with such requirements.

California State Prevailing Wage information is available through the California Department of Industrial Relations (DIR) websites below.

- Prevailing Wage FAQ website: [www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
- Prevailing Wage Determination website: [www.dir.ca.gov/oprl/DPreWageDetermination.htm](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm)

#### **A-8. PRE-AWARD AUDIT**

Consultant contracts will not be awarded to a proposer without an adequate financial management and accounting systems as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Once the top-ranked proposers have been identified, the accuracy of their proposed costs and adequacy of their financial management systems must be certified. Refer to the Attachment entitled "Certification of Indirect Costs and Financial Management System" which must be submitted with this SOQ. The Town will in turn forward a copy to Caltrans Audit and Investigations Division prior to contract execution. Caltrans will conduct a pre-award audit which is estimated to take 30 days to complete.

**A-9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

The DBE Goal established for this contract is: **22%**

For the projects/tasks that are funded whole or in-part with federal funds from the U.S. Department of Transportation, you are required to comply with the Town's DBE Program in accordance with Title 49, Part 26 of the Code of Federal Regulations (CFR).

Detailed DBE compliance is outlined in the Attachment entitled "LAPM Exhibit 10-I Notice to Proposers DBE Information."

Refer to the instructions in Attachment "LAPM Exhibit 10-01: Consultant Proposal DBE Commitment" and Attachment entitled "LAPM Exhibit 10-02: Consultant Contract DBE Commitment" for information when completing the required forms. Even if no DBE participation will be reported, Proposers must execute and return Exhibit 10-01 in accordance with this RFQ.

Exhibit 10-02 shall only be submitted by the successful Proposers at the time of contract award.

Proposers must take all necessary steps to ensure that DBEs have the opportunity to participate in the contract. If you have not met the DBE goal, a good faith effort must be documented and submitted in accordance with this RFQ using Exhibit 15-H "DBE Information-Good Faith Efforts. Refer to the Attachment entitled "LAPM Exhibit 15-H: DBE Information- Good Faith Efforts" for further details on DBE Program compliance. Bidders should submit Exhibit 15-H even if the "Consultant Contract DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the 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.

**A-10. MINORITY-OWNED BUSINESS ENTERPRISE (MBE)/WOMEN-OWNED BUSINESS ENTERPRISE (WBE)**

Proposers must take all necessary steps to ensure that MBE/WBE have the opportunity to participate in the contract. Proposers should identify if their firm and/or if subconsultants are an MBE or a WBE in their SOQ. A good faith effort must be documented and submitted using the *MBE/WBE - Good Faith Efforts* form. Failure to meet this requirement is grounds for disqualification.

**A-11. DISCLOSURE OF LOBBYING ACTIVITIES**

Disclosure of lobbying activities is required for federally funded projects. Refer to the Attachment entitled "Byrd Anti-Lobbying Amendment Compliance and Certification" and submit the form with the SOQ.

**A-12. DISBARMENT**

To the extent required by law, by submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision of the State of California or the Federal government, and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of California or the Federal government. The Proposer must not be on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar Federal or state listing of debarred or ineligible parties. Proposers are required to submit the Attachment entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions."

**A-13. TASK ORDER PROCEDURE**

Individual Task Orders will be issued using procedures outlined in TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES. This procurement is a two-step RFQ/RFP and task orders will be issued using a “mini-RFP” qualification-based selection process. See Attachment C for mini-RFP template.

**B. SCOPE OF SERVICE**

The Town of Paradise Public Works is seeking the services of up to three (3) qualified Construction Management, Inspection and Materials Testing firms to assist with various project needs under an On-Call Professional Services Agreement. The services which could be requested with this contract are broad within this profession and include the following:

**Task 1: Preconstruction Services**

- 1) Conduct a thorough review of plans and specifications to identify potential conflicts, constructability issues, value-engineering opportunities, and ensure consistency among plans, specifications, and estimates.
- 2) Perform a preconstruction quality assurance review of the 100% PS&E package, providing written comments in the form of a summary memorandum and "red line" markups of plans and specifications.
- 3) Review final contract plans, specifications, permits, agreements, easements, environmental documents, and technical reports and studies.
- 4) Develop a project schedule, encompassing preconstruction and construction utility relocations, and adhere to notification timelines specified in permits, agreements, and contract documents. Update the schedule upon receipt of the CONTRACTOR’s schedule.
- 5) Analyze Project Traffic Management Plans during pre-construction reviews, review project staging plans, and propose revisions as necessary. Review permits, agreements, and environmental commitments.
- 6) Review the project schedule, incorporating all preconstruction and utility relocations by others, and notification timelines noted in permits, agreements, and contract documents. Evaluate and collaborate with the TOWN Project Manager to enhance the schedule upon receipt of the CONTRACTOR’s schedule.
- 7) Attend Project Development Team meetings during the design phase to discuss design features and review contract administration procedures.
- 8) Schedule, coordinate, and host a preconstruction meeting with the CONTRACTOR and Town after the award of the construction contract.

**Task 2: Construction Management Services During Construction**

- 1) Provide all necessary services to manage construction projects in accordance with Caltrans Local Assistance Procedures Manual Chapter 16: Administer Construction Contracts.
- 2) Project Coordination and Correspondence

- a. Coordinate and assist CONTRACTORS, surveyors, material testers, the design engineer, other agencies, utility companies, and relevant parties as needed.
- b. Maintain close contact with the town, provide an on-site Resident Engineer, and keep the Design Engineering firm informed of all pertinent correspondence.
- c. Review all Town and CONTRACTOR correspondence as necessary and collaborate with applicable parties to develop responses.
- d. Schedule, coordinate, and attend weekly construction contract coordination meetings with the CONTRACTOR.
- e. Monitor project safety, the company's Injury Illness Prevention Plan (IIPP), Cal/OSHA regulations, and requirements, documenting and notifying the contractor of potential violations.
- f. Perform labor compliance reviews and correspond with the CONTRACTOR regarding any outstanding issues.
- g. Track DBE and Section 3 utilization and compliance.
- h. Maintain virtual project files, accessible to the Town at all times, in compliance with the Caltrans Construction Manual

## 2) Schedule Management, Progress Meetings, and Reports

- a. Review the planned schedule for conformance with specifications and assess the reasonableness of the sequence and duration of activities.
- b. Monitor work progress against the planned schedule, reporting any schedule slippage to the town's project manager and providing time impact analysis. Update the construction schedule to reflect actual progress, weather delays, and change order impacts.
- c. Prepare weekly statements of working days and provide them to the contractor in a Caltrans format.
- d. Prepare and submit a monthly progress report to the Town detailing key issues, cost status, and schedule status.

## 3) Payment Recommendations

- a. Review CONTRACTOR's initial schedule of values for reasonableness and ease of monitoring.
- b. Review quantities submitted with monthly progress payment requests and analyze discrepancies.
- c. Prepare monthly progress payment recommendations by measuring bid items, checking percent complete in the field, and assisting with contractor meetings to resolve differences.
- d. Submit monthly progress payment spreadsheets to the Town for payment processing, including backup calculations in Caltrans format.

#### 4) Requests for Information (RFI) and Material Submittals

- a. Review and monitor all Requests for Information (RFI) from CONTRACTOR.
- b. Review, respond to, and track responses to RFI related to construction issues.
- c. Provide design-related RFI to the Design Engineering firm for technical discussions and concurrence on potential changes or design impacts. Process responses to CONTRACTOR promptly.
- d. Lead meetings with the Town, CONTRACTOR, and other parties to discuss and resolve outstanding RFIs.
- e. Collect, log, review, distribute, track, and respond to all material submittals submitted by the CONTRACTOR.

#### 5) Contract Change Orders (CCOs)

- a. Issue written work change directives for contract changes and extra work.
- b. Review all change orders related to construction issues based on drawings, specifications, and other design information from the Design Engineering firm.
- c. Perform change order analysis, including reviewing proposed change orders, quotations from CONTRACTOR, negotiated change order costs, time extensions, and processing final negotiated change orders. Prepare CCOs and recommendations for Town review and approval.
- d. Recommend and monitor appropriate levels of budget contingency required during all phases of the project.

#### 6) Construction Observation/Inspection Services

- a. Provide day-to-day on-the-job observation/inspection of all construction work, ensuring contract compliance and documenting construction activities.
- b. Prepare daily inspection reports, take progress photographs, review CONTRACTOR record drawing markups, and coordinate final inspection with the Town.
- c. Provide photo documentation of pre-, during and post-construction activities.
- d. Perform ADA facility inspections and complete certification documentation.
- e. Assist with matters related to project construction.

#### 7) Claims Management

- a. Review any material related to dispute resolution with the contractor's methodologies, policies, and procedures, collaborating with the Town as necessary.
- b. Review and manage additional compensation claims submitted during construction.



- c. Provide claim administration, including coordinating and monitoring claims response preparation, logging claims, tracking claims status, and preparing documentation for dispute resolution hearings.

#### 8) Record Drawings

- a. Confirm on a monthly basis that the contractor maintains up-to-date marked-up prints of construction drawings and documents, showing all field changes and as-built conditions. Maintain these drawings and documents in the construction field office.

### **Task 3: Labor Compliance**

- 1) Perform labor compliance reviews and correspond with the contractor regarding any outstanding issues.
- 2) Collect and review payrolls and conduct interviews on federal projects.
- 3) Recommend progress payment deductions based on labor compliance deficiencies.
- 4) Ensure compliance with DBE and HUD Section 3 requirements and reporting.

### **Task 4: Public Outreach**

- 1) Coordinate with the TOWN, Resident Engineer, and other stakeholders to obtain accurate construction information for public outreach efforts.
- 2) Maintain close contact with the TOWN, Resident Engineer, and TOWN Public Information Officer on all correspondence.
- 3) Develop public outreach strategies based on input from the TOWN, Resident Engineer, and TOWN Public Information Officer, coordinating with relevant parties as needed.
- 4) Attend construction contract coordination meetings with the TOWN and Resident Engineer.
- 5) Prepare web updates and newspaper updates to inform the public about temporary construction impacts.
- 6) Plan, coordinate, and oversee project groundbreaking and ribbon cutting ceremonies.

### **Task 5: Traffic Management Coordination**

- 1) Coordinate with the TOWN, Resident Engineer, and Contractor to review the project construction baseline schedule and identify conflicts with staging and traffic management plans.
- 2) Review traffic management plans and staging plans for potential conflicts with adjacent or nearby projects that are already under construction.
- 3) Analyze traffic management plan conflicts between projects and recommend revisions to reduce temporary traffic impacts during construction.

### **Task 6: Environmental Coordination & Monitoring**

- 1) Review mitigation monitoring plans and environmental commitment records, documenting compliance.

- 2) Perform surveys and tasks as required by the environmental document, monitoring the contractor's biologist and coordinating as necessary.
- 3) Monitor, track, and log environmental trainings for onsite personnel to ensure compliance with environmental requirements.

**Task 7: Storm Water Pollution Prevention Plan (SWPPP) – Construction Activities**

- 1) Provide SWPPP services appropriate for the project's risk level, including data entry and compliance with relevant regulations.
- 2) Comply with all applicable laws and requirements, including the Clean Water Act, Porter-Cologne, and local permits, performing necessary inspections and follow-ups with the contractor.

**Task 8: Material Testing and Quality Assurance**

1) Test Planning and Coordination

- a. Review project specifications and requirements to determine the scope of material testing needed.
- b. Identify the types of materials to be tested, such as concrete, asphalt, soil, steel, etc.
- c. Determine the frequency and locations for material sampling and testing.
- d. Coordinate with the project team, including engineers, contractors, and regulatory agencies, to establish a testing schedule and sampling points.
- e. Prepare a comprehensive material testing plan outlining the methods, standards, and procedures to be followed.

2) Sample Collection and Preparation

- a. Identify appropriate sampling locations based on project specifications and requirements.
- b. Collect representative samples of the materials to be tested, ensuring proper handling and labeling.
- c. Prepare samples for testing by following established procedures, including sample splitting, drying, and other necessary treatments.

3) Laboratory Testing

- a. Transport samples to the laboratory facility while maintaining proper chain of custody.
- b. Conduct a range of material tests based on project requirements, which may include:
  - i. Compression testing for concrete or masonry
  - ii. Sieve analysis for aggregates
  - iii. Atterberg limits testing for soils
  - iv. Asphalt mix design testing

v. Chemical analysis for contaminants

4) Data Analysis and Reporting

- a. Analyze test results to determine the material's compliance with project specifications and quality standards.
- b. Identify any deviations from expected material properties or performance.
- c. Prepare detailed reports summarizing the test results, including pass/fail determinations and any recommended actions.

**Task 9: Post Construction Services (Close Out/Claims)**

- 1) Review punch list items of remaining work, resolve outstanding contract change orders, global settlements, dispute resolution, and arbitration meetings.
- 2) Compile all final material testing reports, documentation, and certifications for inclusion in the project's closeout documentation.
- 3) Provide project changes to original design documents, records, and drawings.
- 4) Review and process the final payment.
- 5) Complete Caltrans closeout forms.
- 6) Provide a final electronic transmittal of all project documents which will be used for potential future audit from various funding sources. This transmittal shall include all project correspondence and project documents created in the delivery of the Consultant's services.

**Task 10: Other Services as Necessary**

- 1) Requested Construction Management, Inspection and Materials Testing services may include other related professional and administrative tasks to assist the Town depending on the scope of the proposed project. These services shall be in accordance with applicable law, HUD/HCD requirements, Caltrans Standards, FHWA Standards, FEMA requirements, and the Town's Standards.

**B-1. POTENTIAL PROJECTS**

The following is a list of potential projects that may require Construction Management, Inspection and Materials Testing services in the future. This is not intended to be a complete list, nor does it guarantee the projects will be developed. These projects are in various stages of development.

Town CIP #	Project Title	Funding Type
7303	On-System Road Rehabilitation Project	FHWA ER, HUD CDBG-DR
7307	Neal Road Rehabilitation Project	FHWA ER, HUD CDBG-DR
8407	Off-System Road Rehabilitation Project	FEMA PA, HUD CDBG-DR
9389	Go Paradise – Pentz Student Pathway	FHWA ATP, HUD CDBG-DR
9390	Go Paradise – Neal Gateway Project	FHWA ATP, HUD CDBG-DR

9391	Oliver Curve Pathway	FHWA ATP (Pending), HUD CDBG-DR
9408	Systemic Intersection Safety Improvements	FHWA HSIP, LOCAL
9421	Forest Service Road Improvements	HUD CDBG-DR
9422	Foster/Black Olive Intersection Improvements	HUD CDBG-DR
9423	Elliott/Nunneley Road Extension	HUD CDBG-DR
9424	Go Paradise: Skyway Link Project	FHWA ATP, HUD CDBG-DR
9425	Upper Skyway Widening	HUD CDBG-DR
9426	Skyway/Pentz Intersection Improvements	HUD CDBG-DR
9427	Pentz Road Widening	HUD CDBG-DR

**C. SOQ FORMAT REQUIREMENTS**

Each response to this RFQ shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably.

All copies of the SOQ should be bound or contained in a loose-leaf binder. Document pages shall be 8.5 x 11 inches. An occasional 11” x 17” sheet folded to 8.5” x 11” may be used for exhibits or graphics (narratives are to be excluded). Documents shall include section dividers, tabbed in accordance with this Section, as specified in the subsections below. Dividers shall be free of narrative content. Attachments (if needed) may be included and will count toward the maximum page limit.

SOQs shall be a maximum of twenty-four (24) single-sided pages or twelve (12) double-sided pages (exclusive of: the title page, cover letter, table of contents, staff resumes, client references, required forms (Attachment B), addenda acknowledgement forms, and tabbed section dividers). If used, 11” x 17” shall be limited to two (2) single-sided pages. Each single-sided 11” x 17” will count as two (2) pages (blank back sides do not count towards total page count). Font size shall be eleven (11) or larger, and type shall be Times New Roman, Arial, Calibri, or Cambria. Margins shall be a minimum of one-half inch (1/2”) on all sides.

The SOQ shall include the following sections in order:

**C-1. TITLE PAGE**

The Title Page (front cover) shall identify the RFQ number, title, the name of the respondent’s firm, address, and date.

**C-2. COVER LETTER**

Please include a cover letter (two pages max) describing your firm’s interest and commitment to providing service. The cover letter should refer to this RFQ by number, title and date and shall include the name, email address, and telephone number of a contact person within your company. Include a statement that your proposal is a firm offer to enter into a binding contract with the Town in accordance with the

provisions of this RFQ and shall remain valid for a period of not less than one-hundred-twenty (120) days from the date of submittal.

The cover letter shall be signed by an officer empowered by the firm to sign such material and thereby commit the Consultant to the obligations contained in the RFQ. SOQs submitted on behalf of a general Partnership shall be signed in the firm name by a general partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the SOQ a Power-Of-Authority evidencing authority to sign SOQs, dated the same date as the SOQ and executed by all partners of the firm. SOQs submitted on behalf of a limited partnership shall be signed by the Managing Partner.

- SOQs which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer. If not the President or Vice-President signing, then there must be a resolution of the corporation authorizing such a person to sign.
- SOQs which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style. The person authorized by the firm to negotiate a contract with the Town must sign the cover letter.
- SOQs submitted on behalf of a Partnership must be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, a Power-Of-Authority evidencing authority to sign SOQs must be attached to the SOQ, dated the same date as the SOQ and executed by all partners of the firm.

**C-3. TABLE OF CONTENTS**

The SOQ must include a table of contents that clearly identifies material by section and page number.

**C-4. EXECUTIVE SUMMARY**

Company Background

Provide a brief summary and profile of the consultant’s qualifications in relation to the requested services described in Item B “Scope of Service” of this RFQ. Include subconsultants on your team, if any. If you will use subconsultants, identify the services which would be completed by your staff and the services completed by theirs.

Your summary and profile should include: a brief history of the consultant, office location(s), services offered, expertise relevant to the requested scope, and size and availability of staff to commit to the project.

Qualifications

A summary of the consultant’s qualifications should address each of the minimum qualifications described in Item A-3 “Minimum Qualifications” of this RFQ. This section may also highlight additional qualifications if relevant to the Scope of Service.

Relevant Project Experience

List and provide a narrative summary of related project experience. Include a project description, funding source, and services rendered. Discuss whether the services were completed on time and within budget.

**C-5. SCOPE OF SERVICE**

Provide a well-conceived scope of service. The scope shall provide enough detail to distinguish the types of tasks which the Consultant anticipates to perform for the duration of the contract. Include a full description of major tasks, subtasks and listing of deliverables.

The scope provided herein, including any service items added, omitted, and/or modified during agreement negotiation, will be inserted into the Consultant agreement as EXHIBIT A entitled *SCOPE OF SERVICES*. Refer to ATTACHMENT A entitled *SAMPLE STANDARD CONTRACT* for a sample agreement and its respective exhibits.

**C-6. METHODOLOGY OVERVIEW AND APPROACH**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. Discuss your proposed process from project beginning to end, and your team's approach to meeting the objectives described above in the Scope of Services. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFQ; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

**C-7. STAFFING PLAN AND ORGANIZATIONAL CHART**

The SOQ should provide a staffing plan that shows anticipated staffing for the duration of the contract. Identify all positions available for the project and their responsibility. Include an organizational chart showing the structure of your firm and subconsultants, if applicable. Specific project managers and their teams should be represented to show the ability to run multiple project teams, if required.

Provide a brief resume for each key staff member including their education background, licensing, certification, availability, and project experience.

**C-8. REFERENCES**

Provide at least three (3) client references (names and current phone numbers) from recent work involving federal funding (previous three years) similar to this scope of services. Include a brief description of each project associated with the references and the role of each team member.

**C-9. REQUIRED FORMS**

This section of your SOQ must include the following required forms due at the time of SOQ in accordance with this RFQ:

- LAPM Exhibit 10-O1: Consultant SOQ DBE Commitment
- LAPM Exhibit 15-H: Proposer/Contractor Good Faith Efforts (if applicable)

- LAPM Exhibit 10-Q: Disclosure of Lobbying Activities
- Byrd Anti-lobbying Amendment Compliance and Certification
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Consultant/Contractor Good Faith Effort for MBE/WBE

**D. COST PROPOSAL**

All cost proposals shall be signed and dated, by an officer empowered by the firm. Cost proposals are not due with the SOQ, but shall be submitted by the top ranked proposer within 7 calendar days of notice of intent to award.

Your cost proposal shall include a schedule of fixed hourly, daily, weekly, or monthly rate, for each class of employee engaged directly in the work in Specified Rates of Compensation format for both prevailing and non-prevailing wage rates. It shall include the consultant’s estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate. The schedule shall include all proposed staff and reimbursable services to complete task orders which could be assigned as a result of this contract.

The Schedule must be formatted in accordance with the Attachment “Caltrans Sample Cost Proposal – Contracts with Specific Rates of Compensation. “

Services which qualify as Prevailing Wage work must be submitted in accordance with the Attachment “Caltrans Sample Cost Proposal – Contracts with Prevailing Wages.”

The cost proposal submittal must also include the Attachment “Certification of Indirect Costs and Financial Management System.”

Please note that the unit costs for per diem expenses and mileage reimbursement shall be equivalent to the current rate set forth by the United States General Services Administration. The current mileage rate can be found at the following link: <https://gsa.gov/mileage>.

**E. CONSULTANT SELECTION PROCESS**

It is the Town’s intent to select the consultant(s) that presents the best qualifications, scope understanding, and whose SOQ best accomplishes the desired results. This determination will be made by the Town in its sole discretion. The consultant(s) submitting the top-ranked SOQ may be invited for interviews.

Federal law requires selection of A&E contract services on the basis of demonstrated competence, and professional qualifications. Negotiations begin with the most qualified consultants. Should negotiations result in a price the Town considers not to be fair and reasonable, negotiations shall be formally terminated, and the Town shall then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations shall be formally terminated, and the Town shall then undertake negotiations with the third most qualified consultant, etc. until the price is determined to be fair and reasonable by the Town (California Government Code, Chapter 10, Sections 4525 through 4529.5).

Consultants will be evaluated in accordance with the subsections below.

**F. EVALUATION CRITERIA**

**1. Completeness of Response (10 Points)**

- a) Adherence to instructions in the RFQ.
- b) Clear and comprehensive understanding of all aspects of the potential scope of work.
- c) Overall quality and thoughtfulness of the SOQ.

**2. Experience and Qualifications (40 Points)**

- a) Demonstrated past performance on Town or other public agency projects.
- b) Possesses and discusses each of the minimum qualifications in item A-3 *Minimum Qualifications*.
- c) Considers the team's experience, ability, and qualifications to perform the work.
- d) Considers the subcontractor's ability, if applicable.
- e) Considers the firm's expertise in construction contract administration, including knowledge of applicable federal, state, and local laws as applicable, including the Public Contract Code, Labor Code, and the Americans with Disability Act.
- f) Considers the capability of the consultant to provide a broad range of services identified in this RFQ.

**3. Ability to Meet Project Timelines (20 Points)**

- a) Considers the staffing and stability of the consultant, and the availability to quickly commit staff to requested task orders.
- b) Ability to return testing reports within the allotted time per the QAP or Standard Specifications

**4. Project Methodology & Approach (15 Points)**

- a) Considers the consultant's familiarity with the Town's Capital Improvement Program and potential project needs.
- b) Considers the consultant's response for overall approach to the on-call contract by establishing procedures which balance responsiveness, quality and efficiency.

**5. Familiarity and Experience with Local, State, and Federal Procedures (15 Points)**

- a) Demonstrate a strong track record with managing Federal-aid projects.
- b) Consider the firm's understanding of LAPM Chapters 15-17.
- c) Demonstrate the ability to complete the necessary exhibits according to the Caltrans LAPM.
- d) Considers the consultant's understanding of the Caltrans Standard Specifications and Standard Plans, Town of Paradise Standard Details, California Test Methods, and Town's Quality Assurance Program (QAP).

**TOTAL POINTS (100)**



Reference checks will be performed by the selection committee for the top-ranked consultants.

**G. SELECTION PROCEDURES**

SOQs will be reviewed for responsiveness and screened by a selection committee in accordance with the above criteria. The consultant(s) submitting the top-ranked SOQ may be invited for interviews, which, if desired by the Town selection committee, will assess an additional 25 points to the RFP's possible 100 points. At least seven calendar days' notice will be given for exact interview dates and times and the Town will endeavor to schedule the interview based on firm's availability.

Interviews, if held, will be scored as follows:

**1. Presentation by Team (10 Points)**

**2. Q&A Responses to Panel Questions (15 Points)**

**TOTAL POINTS (25)**

**TOTAL POINTS RFQ RESPONSE + INTERVIEWS (125)**

The Town reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the SOQ should be submitted initially on the most favorable terms that the consultant might propose.

The Town reserves the right to award a contract to the consultant(s) that presents the best qualifications and whose SOQ best accomplishes the desired results.

The Town reserves the right to reject any or all SOQs, or to waive minor irregularities in said SOQs, or to negotiate minor deviations with the successful consultant. In the case of differences between written words and figures in a SOQ, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

The Town will notify all proposers whether or not they are selected for the subject work.

The selected consultant(s) should note that individual projects or phases of work may still be contracted out through a separate request for qualifications process if deemed to be in the best interest of the Town.

All Proposers are responsible for the costs of submission of a proposal. Such costs will not be reimbursed by the Town and may not be included in the proposed cost of services.

# ATTACHMENTS

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## ATTACHMENT- A. SAMPLE STANDARD CONTRACT

### TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

\_\_\_\_\_  
Consultant

ON-CALL CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING

Varies  
Budget Account Number

#### **ARTICLE I INTRODUCTION**

This AGREEMENT is between Town of Paradise and the following named, hereinafter referred to as, CONSULTANT:

The name of the “CONSULTANT” is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the “CONSULTANT” will be (NAME)

The Contract Administrator for the Town of Paradise will be Marc Mattox, Public Works Director/Town Engineer.

A. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated (DATE). The approved CONSULTANT’s Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

#### **B. INDEMNITY AND DEFENSE**

##### 1. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless Town and any and all of its officials, employees and agents as well as any other entities specified by Town (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT’s duty to

indemnify and hold harmless TOWN OF PARADISE shall not extend to the TOWN OF PARADISE's sole or active negligence and shall not extend beyond the Consultant's percentage of fault.

2. Duty to Defend

In the event the TOWN OF PARADISE, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by TOWN OF PARADISE, CONSULTANT shall defend the TOWN OF PARADISE at CONSULTANT's cost or at TOWN OF PARADISE's option, to reimburse TOWN OF PARADISE for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by TOWN OF PARADISE is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and TOWN OF PARADISE, as to whether liability arises from the sole or active negligence of the TOWN OF PARADISE or its officers, employees, or agents, CONSULTANT will be obligated to pay for TOWN OF PARADISE's defense until such time as a final judgment has been entered adjudicating the TOWN OF PARADISE as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

- C. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of TOWN OF PARADISE.
- E. TOWN OF PARADISE is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the TOWN OF PARADISE as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds TOWN OF PARADISE harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the TOWN OF PARADISE. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the TOWN OF PARADISE.
- H. CONSULTANT shall be as fully responsible to the TOWN OF PARADISE for the negligent, reckless or willful misconduct of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- K. CONSULTANT shall comply with the provisions of this AGREEMENT and additional federal provisions in Exhibit E of this agreement. In the event of a conflict between any provisions of Exhibit E, the more stringent provisions shall control and prevail.
- L. CONSULTANT shall comply with the requirements of State prevailing wage law as required by law and as set out in this AGREEMENT.
- M. All days set out herein are calendar days unless otherwise specified.
- N. All Exhibits are incorporated into this AGREEMENT as if fully set forth herein.

**ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit written progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report shall be sufficiently detailed for TOWN OF PARADISE's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with TOWN OF PARADISE's Contract Administrator or Project Coordinator, as needed, and upon request, to discuss progress on the project(s).

### **ARTICLE III STATEMENT OF WORK**

CONSULTANT shall provide On-Call Engineering Services, described in Exhibit A entitled “SCOPE OF SERVICES”. As projects become available for assignment, project specific “task orders” will be issued using a “mini-RFP” qualification-based selection process.

### **ARTICLE IV PERFORMANCE PERIOD**

- A. Exhibit C is the “SCHEDULE OF PERFORMANCES”. This AGREEMENT shall go into effect on DATE, contingent upon approval by Town of Paradise, and CONSULTANT shall commence work after notification to proceed by the Town of Paradise’s Contract Administrator. The AGREEMENT shall end on DATE, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT.
- B. No recommendation for AGREEMENT award is binding on the Town of Paradise until the AGREEMENT is fully executed and approved by Town Council of the Town of Paradise and the Contract Administrator has issued a written Notice to Proceed.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term of this AGREEMENT shall not exceed five (5) years.

### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. Unless otherwise agreed for a Task Order, CONSULTANT will be compensated for hours worked at the hourly rates specified in the CONSULTANT’s approved Cost Proposal, described in Exhibit B entitled “COMPENSATION”. The specified hourly rates shall include all costs, including but not limited to direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by the Town of Paradise’s Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order when presented along with documentation of such costs acceptable to the Town.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders by the Contract Administrator.
- D. After a project to be performed under this AGREEMENT is identified by the Town of Paradise, the Town of Paradise will prepare a draft Task Order without the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to the selected CONSULTANTS awarded contracts for review, as a “mini-RFP.” CONSULTANTS shall return a Qualification Based Proposal within ten (10) calendar days along with a sealed Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. An evaluation committee will review individual

proposals, rank and select a consultant for the work. Following the selection of CONSULTANT, negotiations will commence and continue until an agreement has been reached on the negotiable items and total cost; Finally, a complete Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

- E. Task Orders may be negotiated for an Actual Cost-plus Fixed Fee, lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. If applicable, CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed Federal rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by the Town of Paradise and notification to proceed has been issued by the Town of Paradise's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to the Town of Paradise signed by an authorized representative of the Town of Paradise. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Town of Paradise.
- K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- L. The total amount payable by the Town of Paradise for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT or to exceed the scope of work under this AGREEMENT.
- O. The total amount payable by the Town of Paradise for all Task Orders resulting from this AGREEMENT shall not exceed **\$23,410,995**. It is understood and agreed that there is no guarantee, either express or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.
- J. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the Town of Paradise's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be

submitted no later than thirty (30) days after the performance of work for which CONSULTANT is billing or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, according to phase, and funding source on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and task order. Credits due to the Town of Paradise that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to the Town of Paradise's Contract Administrator at the following address:

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

#### **ARTICLE VI TERMINATION**

- A. This AGREEMENT may be terminated by TOWN OF PARADISE with or without cause, provided that TOWN OF PARADISE gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. TOWN OF PARADISE may temporarily suspend this AGREEMENT, at no additional cost to TOWN OF PARADISE, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If the TOWN OF PARADISE gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to TOWN OF PARADISE for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined. Notwithstanding, Consultant shall be liable only to the extent of Consultant's negligent, reckless or willful misconduct.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT for all correctly completed work. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not. Such materials may not be withheld until payment is received.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

- B. The CONSULTANT also shall comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to TOWN OF PARADISE.
- D. When a CONSULTANT or subconsultant is a 501(c)(3) Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

**ARTICLE VIII RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and TOWN OF PARADISE shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT’s Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. The Town of Paradise, HCD, HUD, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT’s Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

**ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the Town of Paradise’s Finance Director.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise’s Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the TOWN OF PARADISE will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the



instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, TOWN OF PARADISE, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by TOWN OF PARADISE Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by TOWN OF PARADISE at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, TOWN OF PARADISE or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the TOWN OF PARADISE Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, TOWN OF PARADISE will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3)

months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to TOWN OF PARADISE final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of TOWN OF PARADISE; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO TOWN OF PARADISE no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between TOWN OF PARADISE and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the TOWN OF PARADISE and any subconsultants, and no subconsultant agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the TOWN OF PARADISE for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the TOWN OF PARADISE's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the TOWN OF PARADISE Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subconsultant agreement entered into as a result of this AGREEMENT, shall make all the provisions stipulated in this entire AGREEMENT applicable to subconsultants unless otherwise agreed by the TOWN OF PARADISE.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the TOWN OF PARADISE.
- E. Any substitution of subconsultants must be approved in writing by the TOWN OF PARADISE Contract Administrator in advance of assigning work to a substitute subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The TOWN OF PARADISE may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the TOWN OF PARADISE, of the contract work, and pay retainage to CONSULTANT based on these acceptances.

No retainage will be withheld by the TOWN OF PARADISE from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

**ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by TOWN OF PARADISE's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five

thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by TOWN OF PARADISE's Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TOWN OF PARADISE shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit TOWN OF PARADISE in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TOWN OF PARADISE procedures; and credit TOWN OF PARADISE in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by TOWN OF PARADISE and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TOWN OF PARADISE. The Parties shall divide the cost of such appraisal equally.
  - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

#### **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at TOWN OF PARADISE construction sites, at TOWN OF PARADISE facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve TOWN OF PARADISE projects. Prevailing wage

requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
  - 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by TOWN OF PARADISE representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
    - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the TOWN OF PARADISE Contract Administrator by both email and regular mail on the business day following receipt of the request.
  - 3. Each CONSULTANT and subconsultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by TOWN OF PARADISE shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform TOWN OF PARADISE of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, the CONSULTANT shall, as a penalty to TOWN OF PARADISE, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by TOWN OF PARADISE from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the TOWN OF PARADISE Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the TOWN OF PARADISE a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
  3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion

thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
  - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain a declaration signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, TOWN OF PARADISE shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If TOWN OF PARADISE determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if TOWN OF PARADISE did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by TOWN OF PARADISE.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the TOWN OF PARADISE, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar

day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

**ARTICLE XIII CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with TOWN OF PARADISE that may have an impact upon the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to the TOWN OF PARADISE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise TOWN OF PARADISE of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either TOWN OF PARADISE ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An



affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

- E. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the CONSULTANT, or its designee or agents, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to CDBG-DR assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter.

#### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

#### **ARTICLE XV PROHIBITION OF EXPENDING TOWN OF PARADISE, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:
  - 1. No State, Federal, or TOWN OF PARADISE appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub agreements, which exceed one

hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by TOWN OF PARADISE to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the TOWN OF PARADISE upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or TOWN OF PARADISE shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or

indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex or national origin. In administering the TOWN OF PARADISE components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex or national origin.

**ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT’s signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to TOWN OF PARADISE. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FEMA, FHWA, and/or HUD, whichever Department(s) is relevant to the Task Order.

**ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is **22%**. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 1002: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

#### Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:

a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Description of scope of work and cost proposal
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

#### F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier subconsultant

- Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

#### G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a



CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan

(CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

**ARTICLE XIX INSURANCE**

Consultant shall provide Insurance as described in Exhibit D entitled "INSURANCE REQUIREMENTS".

- A. Prior to Agreement execution, CONSULTANT shall furnish the Town of Paradise with a Certificate of Insurance evidencing the insurance types and requirements set forth in Exhibit D.
- B. The Town of Paradise will not be responsible for any premiums or assessments on any insurance policy.
- C. The required insurance listed in Exhibit D shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year.
- D. New Certificates of Insurance are subject to the approval of the Town of Paradise. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the Town of Paradise may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

**ARTICLE XX FUNDING REQUIREMENTS**

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

**ARTICLE XXI CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by TOWN OF PARADISE's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by TOWN OF PARADISE's Contract Administrator.

**ARTICLE XXII CONTINGENT FEE**

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

**ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of TOWN OF PARADISE's Contract Administrator and the Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by TOWN OF PARADISE Town Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

**ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit TOWN OF PARADISE, the State, and FEMA, FHWA, and HUD if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

**ARTICLE XXV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by TOWN OF PARADISE Safety Officer and other TOWN OF PARADISE representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, TOWN OF PARADISE has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

**ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the TOWN OF PARADISE, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to Town which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by the TOWN OF PARADISE.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Town without restriction or limitation upon its use or dissemination by Town.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by the Town for another project or project location shall be at Town's sole risk.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. TOWN OF PARADISE may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FEMA, FHWA, and HUD shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

**ARTICLE XXVII CLAIMS FILED BY TOWN OF PARADISE’S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by TOWN OF PARADISE’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with TOWN OF PARADISE’S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT’s personnel that TOWN OF PARADISE considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from TOWN OF PARADISE. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT’s personnel services under this AGREEMENT.
- C. Services of CONSULTANT’s personnel in connection with TOWN OF PARADISE’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

**ARTICLE XXVIII CONFIDENTIALITY OF DATA**

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

- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than TOWN OF PARADISE, Caltrans, and/or FEMA, FHWA, or HUD. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

**ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

**ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by TOWN OF PARADISE. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

**ARTICLE XXXI PROMPT PAYMENT**

**A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include

documentation setting forth in writing the reasons why it is an improper payment request.

#### B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

### **ARTICLE XXXII TITLE VI ASSURANCES**

#### **APPENDICES A - E of the TITLE VI ASSURANCES**

[The [U.S. Department of Transportation Order No.1050.2A](#) requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY

*The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:*

*a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*

*b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

#### **APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:



a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the

recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

#### **APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### **APPENDIX C**

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **APPENDIX D**

#### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration

hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

#### APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

##### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms

“programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

**ARTICLE XXXIII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by personal delivery, five calendar days after deposit in the U.S. Mail (first class postage) or by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:            Consultant  
                                  (Name), Project Manager  
                                  Address

TOWN OF PARADISE:    Town of Paradise  
                                  Marc Mattox, Contract Administrator  
                                  5555 Skyway  
                                  Paradise, CA 95969

**ARTICLE XXXIV CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named TOWN OF PARADISE, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be

performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

**ARTICLE XXXV SIGNATURES**

**TOWN OF PARADISE  
A Municipal Corporation**

\_\_\_\_\_  
**Consultant**

By: \_\_\_\_\_  
James Goodwin, Town Manager

By: \_\_\_\_\_  
Name:  
Title:  
Address:

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Scott E. Huber, Town Attorney

By: \_\_\_\_\_  
Melanie Elvis, Deputy Town Clerk

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**EXHIBIT A SCOPE OF SERVICES**

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Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

**Scope of Work Description:**

The services which could be requested with this contract are broad within this profession and include the following:

INSERT CONSULTANT SCOPE OF SERVICE

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**EXHIBIT B COMPENSATION**

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Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

Compensation for services shall be in accordance with the specified rates of compensation, shown below:

Approved ICRs are fixed for the life of the contract.

INSERT CONSULTANT ICR SCHEDULE

INSERT CONSULTANT COST PROPOSAL



**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**EXHIBIT C SCHEDULE OF PERFORMANCES**

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Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

The Provider shall complete all services in accordance with the specific service and completion schedules established with each executed Task Order.

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**EXHIBIT D INSURANCE PROVISIONS**

---

Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

**INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

Consultant 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 Consultant, Consultant’s agents, representatives, employees and subconsultants. Before the commencement of work, Consultant shall submit Certificates of Insurance and Endorsements evidencing that consultant 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 **\$4,000,000** 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) **Excess Liability:** Consultant shall maintain excess liability coverage of \$1,000,000.
- 3) **Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01.  
Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
- 4) **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 Consultant provides written verification, he or she has no employees.)*
- 5) **Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant’s profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

TOWN OF PARADISE reserves the right to request additional coverage for specific Task Orders.

If Consultant 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 Consultant. 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) Additional Insured Status:** The Town of Paradise, its officers, officials, employees and volunteers as well as the State of California, its officers, agents, and employees and other entities as directed by the Town 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 Consultant, 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later edition is used).
- 2) Primary Coverage:** For any claims related to this contract, Consultants insurance coverage shall be primary and non-contributory and 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 in excess of Consultant's insurance and shall not contribute with it. This requirement shall also apply to an Excess or Umbrella liability policies.
- 3) Umbrella or Excess Policy:** The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- 4) Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with at least a 30-day notice to the Town.

**C. WAIVER OF SUBROGATION:** Consultant hereby grants to Town a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Town by virtue of the payment of any loss under such insurance. Consultant 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.

**D. SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant 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 (SIR) may be satisfied by either the named insured or Town. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention or deductible that exceeds \$25,000 unless approved in writing by the Town. Any and all deductibles and self-insured retention shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The Town may deduct from any amounts otherwise due Contract to fund the SIR/deductible. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

- 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:** Consultant 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 Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declaration & Endorsements pages are to be received and approved by the Entity before contract execution. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant'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. The 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.
- 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. SUBCONSULTANTS:** Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Town is an additional insured on insurance required from subconsultant.
- 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 Consultant 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.

**TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES**  
**EXHIBIT E ADDITIONAL FEDERAL PROVISIONS**  
**HUD FUNDED, FEMA FUNDED, AND/OR FHWA FUNDED PROJECTS**

---

Consultant

On-Call Construction Management, Inspection and Materials Testing  
Project Title

Varies  
Budget Account Number

**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 Agreement:

**1. Remedies:**

A. 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.

B. 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 Consultant under this Contract or any other Contract between the Town and the Consultant.

## **2. Compliance with State and Federal Laws and Regulations**

The Contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and procedures established by the HCD for the administration of the DR-Infrastructure programs, as the same may be amended from time to time.

## **3. CDBG-DR Requirements**

Consultant shall be in compliance with CDBG-DR requirements, the 2018 DR-Infrastructure Policies and Procedures.

## **4. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58)**

The "Anti-kickback Act of 1986" provides that the Town and the Consultant shall be prohibited from attempting as well as completing "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

## **5. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708**

As applicable, documentation shall be maintained that demonstrates compliance with hour and wage requirements for this section and submitted upon request to the Town.

- A. 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.
- B. 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 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.

- C. 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.
- D. 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.
- E. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) 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.

**6. Davis-Bacon Act (Title 29 CFR, Subtitle A, Parts 1, 3, and 5)**

The Consultant must abide by the Davis-Bacon Act as amended (40 U.S.C 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week.

**7. Environmental Compliance**

- A. The Consultant shall comply with the California Environmental Quality Act (CEQA) requirements as applicable.
- B. The Consultant agrees to comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements, specified in said Section 114 and Section 308, and all applicable standards, orders, regulations and guidelines issued thereunder. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. The Consultant shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended, and all applicable standards, orders and regulations. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. The Consultant shall comply with EPA regulation pursuant to 40 CFR Part 50, as amended.
- E. The Consultant shall comply with HUD regulation pursuant to 24 CFR Part 58.

- F. The Consultant shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- G. The Consultant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Consultant shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. The Consultant 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), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), the Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50 as amended, the HUD regulation pursuant to 24 CFR Part 58, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the National Historic Preservation Act of 1966 as amended 16 U.S.C. 470, the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set form in 36 CFR Part 800 (Advisory Council on Historic Preservation Procedures for Protection of Historic Properties). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**8. 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.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**9. 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.

#### **10. 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 the Town of Paradise and understands and agrees that the Town of Paradise will, in turn, report each violation as required to assure notification to the 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 the Town of Paradise and understands and agrees that the Town of Paradise will, in turn, report each violation as required to assure notification to the 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.

#### **11. Energy Efficiency**

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

#### **12. Suspension and Debarment**

The Town does not employ vendors or contractors or award contracts to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689

(3 CFR part 1989 Comp., p. 235), “Debarment and Suspensions”. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order.

- (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 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).
- (2) 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.
- (3) 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.
- (4) 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.

See Attachment B.2– Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

Consultants 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 non-Federal award. See the certification in Attachment B.1.

### **14. 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>.

The Contractor also agrees to comply will all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Consultant shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Pursuant to 30 CFR 247.2, this clause shall apply to items purchased under this Agreement where: (1) Consultant purchases in excess of \$10,000 of the item under this contract; (2) during the preceding Federal fiscal year, the Consultant: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## **15. Additional HUD Requirements (CDBG-DR):**

### **A. Equal Opportunity Requirements and Responsibilities**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1065 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time. The consultant, performing work under this contract, shall follow these laws and regulations:

1. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
2. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

3. **Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
4. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
5. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
6. **The Age Discrimination Act of 1975**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
7. **Section 504 of the Rehabilitation Act of 1973**: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
8. **The Americans with Disabilities Act of 1990 (ADA)**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
9. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

10. **Executive Order 12259**: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
11. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found “probable cause” of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
12. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978**: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
13. **The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)**: This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
14. **Executive Order 11246**: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

**B. Minority Business Enterprises and Women’s Business Enterprises**

The Consultant must take affirmative steps to assure that minority business enterprises and women’s business enterprises are used when possible. The affirmative steps must include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### C. Relocation, Displacement, and Acquisition

The Contractor shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they are applicable.

### D. Consultant Agreements:

#### A. Consultant shall:

1. Perform the Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by the HUD/HCD, as determined by the particulars of each individual Project will be required.
3. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
4. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
5. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
6. Compliance with the applicable Equal Opportunity Requirements described in Exhibit E, Section 12 of this Agreement.

#### B. Consultants and Subconsultants shall follow the Drug-Free Workplace Act of 1988, which include the items below:

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.

6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

**E. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts Rev. 3/03)**

1. This contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
2. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
3. The Town has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**F. Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**G. Construction Standards**

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157)

The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968, be accessible.

California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations)

All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).

Sustainability Requirements

All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient, Subrecipient's and Contractors must follow best practices, such as those provided by the U.S. Department of Energy.

National Floodplain Elevation Standards

Subrecipients and Contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to public facilities in flood hazard areas. All structures designed for public facilities use within a special flood hazard area (SFHA), or one percent annual chance, floodplain will be elevated with

the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR 5850 and 83 FR 5861.

Wildland-Urban Interface Building Codes (WUI Codes)

All Approved Projects under this program that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design and construction standards to maximize ignition resistance.

**16. Federal labor Standards Provisions**

Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

"Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Consultant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Town for review upon request. Consultant shall be responsible for monitoring all subcontractors, as applicable, for compliance with these provisions.

**17. State Prevailing Wages**

- A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third



party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, HCD may require a certification from the awarding body that prevailing wages have been or will be paid.

- C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

## 18. Agreements with Contractors

- A. The Subrecipient shall not enter into any agreement, written or oral, with any Contractor or other party without the prior determination that the Contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar Federal or state listing of debarred or ineligible parties.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive Grant Funds from a Subrecipient to undertake Approved Projects.

- B. An agreement between the Subrecipient and any Contractor or other party shall require:
  - 1. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
  - 2. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
  - 3. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
  - 4. Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 10 of this Agreement.
- C. Contractors shall:
  - 1. The Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
  - 2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by HCD, as determined by the particulars of each individual Project will be required.
- D. Contractors and Subcontractors: Drug-Free Workplace Act of 1988
  - 1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
  - 2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug

abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.

3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

## **19. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention**

- A. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives and comply with all insurance requirements. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- B. Danger Signals and Safety Devices: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.
- C. Protection of Lives and Health: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as reasonably necessary.

## **20. Additional FEMA Requirements**

### **A. 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.

**B. 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.
4. In compliance with the Disaster Recovery Act of 2018, the Town of Paradise and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**C. 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.

**D. Compliance with Federal Law, Regulations, and Executive Orders**

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

**E. 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.

**F. 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.

# ATTACHMENT- B. REQUIRED LAPM FORMS

## B.1 Caltrans Sample Cost Proposal – Contracts with Specific Rates of Compensation

**SAMPLE COST PROPOSAL 2**  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**  
**(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Note: Mark-ups are Not Allowed

Consultant \_\_\_\_\_  Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ **Contract Amount \$** \_\_\_\_\_ **Date** \_\_\_\_\_

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
<b>Fee</b>		<b>=</b>	<b>%</b>

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate <sup>4</sup>	% or \$ Increase	Hourly Range - for Classifications Only
	Straight <sup>3</sup>	OT (1.5x)	OT (2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00

This form is just a SAMPLE. The Consultant shall download the newest Caltrans Sample Cost Proposal 2 – Contracts with Specific Rates of Compensation form at: <https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selection-procurement>, fill it out and include it with their proposal.

**SAMPLE COST PROPOSAL 2**  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**  
**(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Consultant \_\_\_\_\_  Prime Consultant     Subconsultant

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
Description of Item	Quantity	Unit	Unit Cost	Total
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

- Note: Add additional pages if necessary.
- NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
  2. Proposed ODC items should be consistently billed regardless of client and contract type.
  3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
  4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
  5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
  6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

Mileage Costs				Page 2 of \$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00

SAMPLE COST PROPOSAL \$ 0.00  
Sample Only - Required Cost Proposal Template To Be Determined By Agency

## B.2 Caltrans Sample Cost Proposal: Sample Cost Proposal for Contracts with Prevailing Wages

### SAMPLE COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONTRACT TYPE \_\_\_\_\_ (LIST ONE OF THE ABOVE LIST)  
 DATE \_\_\_\_\_ Sub Consultant's Contract Amount \$ \_\_\_\_\_

Home Office Personnel: Fringe Benefit:  
 NORMAL 60.00% +  
 OVERTIME 60.00% +  
 Field Office Personnel: Fringe Benefit:  
 NORMAL 50.00% +  
 OVERTIME 50.00% +

Delta Fringe \* (Applicable Multiplier Delta Fringe)  
 Base \* (Applicable Multiplier Delta Base) + Delta Fringe \* (Applicable Multiplier Delta Fringe)  
 Multiplier Delta Base) + Delta Fringe \* (Applicable Multiplier Delta Fringe)  
 only when performing services covered under DIR determinations.

DIR (%)	Employee Actual Rate (fringe benefits vary year over year)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable DELTA (TOTAL) Base - DIR			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE		
	Base Salary		Estimate	Total = Base + Fringe			Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT
#####	\$42.17	#####	#####	\$11.49	#####	\$74.75	\$95.83	\$4.04	\$8.02	\$12.00	\$0.00	\$11.94	\$15.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
#####	\$43.44	\$65.36	#####	\$11.49	#####	\$76.65	\$98.37	\$5.31	\$9.93	\$14.54	\$0.00	\$13.85	\$18.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This form is just a SAMPLE. The Consultant shall download the newest Sample Cost Proposal at: <https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selection-procurement> fill it out (or a similar version) and include it with their proposal.

#####	\$45.00	#####	#####	\$11.49	#####	\$56.49	\$56.49	\$6.87	(\$10.24)	(\$27.34)	\$0.00	(\$6.32)	#####	\$0.00	(\$6.32)	(\$23.42)	\$0.00	(\$3.92)	(\$3.92)
#####	\$46.35	#####	#####	\$11.49	#####	\$57.84	\$57.84	\$8.22	(\$8.88)	(\$25.99)	\$0.00	(\$4.97)	#####	\$0.00	(\$4.97)	(\$22.07)	\$0.00	(\$3.92)	(\$3.92)
#####	\$47.74	#####	#####	\$11.49	#####	\$59.23	\$59.23	\$9.61	(\$7.49)	(\$24.60)	\$0.00	(\$3.58)	#####	\$0.00	(\$3.58)	(\$20.68)	\$0.00	(\$3.92)	(\$3.92)
#####	\$49.17	\$49.17	#####	\$11.49	#####	\$60.66	\$60.66	\$11.04	(\$6.06)	(\$23.17)	\$0.00	(\$2.15)	#####	\$0.00	(\$2.15)	(\$19.25)	\$0.00	(\$3.92)	(\$3.92)

rates will be reflected in the loaded rates

enefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified bene ns Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under gene all be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

ation of travel and work time. Billing Rate = Loaded Rate Formula "C" above.  
 vel will be billed as follow:

$$\text{Rate} = (\text{Actual Hourly Rate}) (1 + \text{Fee}) + (\text{Delta Base} + \text{Delta Fringe})$$

## B.3 Certification of Indirect Costs and Financial Management System



# Inspector General

California Department of Transportation

## Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: \_\_\_\_\_

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

This form is just a SAMPLE. The Consultant shall download the newest Caltrans Consultant Annual Certification of Indirect Costs and Financial Management System form at:  
[https://ig.dot.ca.gov/-/media/ig-media/documents/fdr/ig\\_certification\\_indirect\\_costs\\_financial\\_management\\_system\\_v2.pdf](https://ig.dot.ca.gov/-/media/ig-media/documents/fdr/ig_certification_indirect_costs_financial_management_system_v2.pdf)

or

<https://tinyurl.com/46v77hw2>  
Consultant shall fill it out and include it with their proposal.

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

### Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23, United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

**B.4 Byrd Anti-Lobbying Amendment Compliance and Certification**

**BYRD ANTI-LOBBYING  
AMENDMENT COMPLIANCE AND  
CERTIFICATION**

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the "Byrd Anti-Lobbying Amendment".

The undersigned 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

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

Signature of Consultant's Authorized Official: \_\_\_\_\_

Name and Title of Consultant's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**B.5 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

**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. The Consultant 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. The Consultant is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar Federal or state listing of debarred or ineligible parties.

Where the Consultant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant Name:

Name and Title of Authorized Representative:

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Signature of Authorized Representative:

---

Date:

---



## B.6 LAPM Exhibit 10-I: Notice to Proposers DBE Information

### EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of

#### 1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

#### 2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

#### 3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included **in best qualified consultant’s executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

#### 4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
  - 1. Click on the link titled Disadvantaged Business Enterprise;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

# B.7 LAPM Exhibit 10-01: Consultant Proposal DBE Commitment

Reset Form

## EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____  Consultant's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
_____ 21. Local Agency Representative's Signature	_____ 22. Date	_____ 12. Preparer's Signature	_____ 13. Date
_____ 23. Local Agency Representative's Name	_____ 24. Phone	_____ 14. Preparer's Name	_____ 15. Phone
_____ 25. Local Agency Representative's Title	_____ 16. Preparer's Title		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

# B.8 LAPM Exhibit 10-O2: Consultant Contract DBE Commitment

## EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subconsultants: \_\_\_\_\_ 9. Total Number of **ALL** Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>		%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
_____ 23. Local Agency Representative's Signature	_____ 24. Date	_____ 15. Preparer's Signature	_____ 16. Date
_____ 25. Local Agency Representative's Name	_____ 26. Phone	_____ 17. Preparer's Name	_____ 18. Phone
_____ 27. Local Agency Representative's Title		_____ 19. Preparer's Title	

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.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**B.9 LAPM Exhibit 15-H: DBE Information – Good Faith Efforts**

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date \_\_\_\_\_ PE/CE

Federal-aid Project No(s). \_\_\_\_\_ Bid Opening Date \_\_\_\_\_ CON

The \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_% 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-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):

Publications	Dates of Advertisement

- 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

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

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:



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:

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

H. Any additional data to support a demonstration of good faith efforts:

**B.10 LAPM Exhibit 10-Q: Disclosure of Lobbying Activities**

**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <p><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee                  Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>                  (If individual, last name, first name, MI)</p>	<p><b>11. Individuals Performing Services</b>                  (including address if different from No. 10)                  (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p><b>12. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<p><b>13. Form of Payment (check all that apply):</b></p> <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>		
<p><b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>		
<p>Authorized for Local Reproduction                  Standard Form - LLL</p>		
<p><b>Federal Use Only:</b></p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**B.11 Consultant/Contractor MBE/WBE Good Faith Efforts**  
**CONSULTANT/CONTRACTOR GOOD FAITH EFFORTS**

RFP/RFQ No.:

PROPOSAL DUE DATE:

The above referenced RFP/RFQ has affirmative steps to assure that minority business enterprises (MBEs) and women’s business enterprises (WBEs) are used when possible. Consultants and Contractors submit the following information to document their good faith efforts with your proposal.

Please attach additional sheets as needed.

- A. The names and dates of each publication in which a request for MBE/WBE participation for this contract was placed by the consultant or contractor (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to MBEs/WBEs soliciting subconsultants for this RFP/RFQ and the dates and methods used for following up initial solicitations to determine with certainty whether the MBEs/WBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Name of WBE/MBE Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to MBE/WBE firms including those divided up into smaller tasks to permit maximum participation.

Items of Work	Breakdown of Items

- D. The names, addresses, and phone numbers of rejected MBE/WBE firms and the reasons for the Consultant’s/Contractors rejection of the MBE/WBE.



E. Efforts (e.g., in advertisements and solicitations) made to assist interested MBEs/WBEs in obtaining information about the RFP/RFQ for the work which was provided to MBEs/WBEs:


F. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using MBE/WBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, webpages, etc.):

Name of Agency/Organization	Method/Date of Contact

G. Any additional data to support a demonstration of good faith efforts:

**ATTACHMENT- C. MINI-RFP TEMPLATE**  
**On-Call Professional Civil Engineering Services – ‘Mini’ Request for Proposals**

**Issue Date:**

**Response Due Date:**

**Tentative MRFP Award Notification Date:**

**Project Title:**

---

**Introduction:** The Town of Paradise issued a formal Request for Qualifications in summer of 2024 for on-call Construction Management, Inspection and Materials Testing services. As stated in the original solicitation, the Town selected up to three firms which are eligible to submit responses to issued ‘mini’ Request for Proposals (MRFP) for individual task orders to be generated. The contract term for each agreement shall be three years, however, may be extended for two additional one-year terms at the discretion of the Town. In no case shall the agreements extend beyond a total of five years or be issued task orders which exceed an aggregate **\$23,410,995**. Issued task orders are subject to all applicable provisions of each firm’s executed Agreement for Professional Services in addition to all standards outlined in the original Request for Qualifications/Statement of Qualifications unless explicitly stated in this MRFP.

**MRFP Notifications:** All issued MRFPs will be electronically transmitted through Public Purchase to (Up to 3) Selected Consultants. Although all firms are encouraged to submit proposals, firms will not lose points on future project proposals for not proposing on all projects.

**Proposal Submittal Instructions:** Submittal package shall be submitted via Public Purchase no later than the date and time indicated on the MRFP heading and shall include:

One (1) electronic copy of the Proposal in PDF format.

**Cost Proposal Submittal Instructions:**

One (1) electronic copy of the Cost Proposal in both PDF and Excel format within three (3) business days of the Notice of Intent to Award.

All questions must be submitted through Public Purchase. Questions submitted within three business days of the identified MRFP due date will not be considered. Addenda, if issued, will be sent to Public Purchase.

## Task Order Details

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**Project Location:**

Project Location Maps are provided in Attachment A.

**Project Background:**

**Project Funding Type:**

**Performance Period:**

**DBE Goal:**

**Scope of Service:**

**Caltrans LAPM Forms Required with Proposal:** Exhibit 10-01 DBE Commitment

## Proposal Requirements

---

Pre-qualified consultants shall submit proposals on prescribed forms/template issued by the Town. As a 'mini' RFP, the Town aims to streamline the submittal process which focuses solely on the subject task order. Proposals will include the following categories for discussion/evaluation and be a maximum of 10 pages:

- Project Understanding/Approach
  - Implementation plan describing firm's view of the project, methodology for success, need/approach for stakeholder engagement, documented known facts and assumptions, and details which assist in determining the most qualified firm for the task.
- Scope of Work & Deliverables
  - Provide a well-conceived scope of work. The scope shall provide enough detail to distinguish the types of tasks in which the Consultant anticipates performing for the duration of the task order. Include a full description of major tasks, subtasks and listing of deliverables. The scope provided herein, including any service items added, omitted, and/or modified during task-order negotiation, will be inserted into a Task Order which is incorporated into the Professional Service Agreement.
- Key Staff Assigned
  - Provide a tabulation of key staff, including subconsultant staff, assigned to the task order with percent availability, role, and brief narrative of project-specific qualification. Resumes which were already included in the original SOQ should not be resubmitted.
- Schedule
  - Provide a complete schedule which aligns with the Scope of Service. The schedule shall be presented in terms of weeks from issuance of a Notice to Proceed. The schedule shall consider project risks, anticipated internal and external review timelines, and overall deliverable complexity.
- Comparable Project References
  - Provide a tabulation of two relevant project references, including: consultant staff lead, reference contact, funding type, and brief narrative of project outcome.
- Optional – Supplemental Information
  - Supplemental information, exhibits, or graphics may be included at the end of the proposal.
- Cost Proposal- submit within three (3) business days of the Notice of Intent to Award.
  - Cost Proposal rates shall be in accordance with executed Professional Service Agreement and correlate proposed scope of work and deliverables efforts.



## Proposal Evaluation Process & Criteria

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It is the Town's intent to select the firm that presents the best qualifications, scope understanding, and whose Proposal best accomplishes the desired results. This determination will be made by the Town in its sole discretion.

Federal law requires selection of A&E contract services on the basis of demonstrated competence, and professional qualifications. Cost will not be included as criteria for rating such consultants.

Negotiations shall begin with the most qualified consultant. Should negotiations result in a price the Town considers not to be fair and reasonable, negotiations shall be formally terminated, and the Town shall then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations shall be formally terminated, and the Town shall then undertake negotiations with the third most qualified consultant, etc. until the price is determined to be fair and reasonable by the Town (California Government Code, Chapter 10, Sections 4525 through 4529.5).

For each task order, an evaluation committee will be formed by the Town and each submittal will be scored in accordance with the table below:

Category	Points Possible
Proposal Completeness*	5
Project Understanding/Approach	30
Scope of Work & Deliverables	20
Staff Assigned	10
Schedule	20
References	5
Prior Experience**	10
<b>TOTAL</b>	<b>100</b>

\*Proposal Completeness includes consideration of applicable Caltrans LAPM forms required with the submittal.

\*\*Prior Experience shall be assumed full credit for each submittal, unless the panel deems necessary to subtract points based upon actual experience with prior task orders under their respective Professional Service Agreement.

Proposals will be evaluated by each committee member per the table above. Each evaluator's assigned scores will be used to rank the proposals 1, 2, or 3 (1 as the highest scoring proposal and 3 as the lowest scoring proposal). Ultimate consultant selection will be made based upon the summation of the proposal rankings (lowest) between all committee members. In the event of a tie, the summation of the total scores (highest) between all committee members will be utilized.

# ATTACHMENT-D. QUALITY ASSURANCE PROGRAM



## TOWN OF PARADISE

Department of Public Works  
5555 Skyway  
Paradise, CA 95969

# QUALITY ASSURANCE PROGRAM MANUAL

July 2020

Approved by:

07/08/2020

*Marc A. Mattox*  
*Public Works Director/Town Engineer*  
*RCE 79885, Exp 09/30/2022*  
*Town of Paradise*

*Date*

In conjunction with the Caltrans 2015 Standard Specifications

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Prepared in accordance with California Department of Transportation  
"Quality Assurance Program (QAP) for Use by Local Agencies" Revised January 20, 2011

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Appendix A – Acronyms

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### **I. INTRODUCTION**

#### **1. PURPOSE**

The purpose of this Quality Assurance Program (QAP) manual is to provide Departmental guidelines for quality assurance on construction projects off the State Highway System (SHS) to ensure Town of Paradise wide uniformity with respect to calibrating testing equipment, certifying personnel, sampling and testing materials, and preparing material records.

The Town of Paradise, Public Works Department is responsible for managing Quality Assurance (QA) on all Town of Paradise Public Works projects. Quality assurance includes both acceptance sampling and testing and independent assurance sampling and testing.

A list of acronyms associated with this Quality Assurance Program (QAP) is presented in Appendix A.

#### **2. WHAT IS QUALITY CONTROL**

Quality Control (QC) is a plan of action by the Contractor to ensure that materials and products incorporated into the construction project meet specific standards. QC is the responsibility of the contractor. The Town of Paradise does not test or inspect materials for QC or assist in controlling the Contractor's production operations.

Guidelines for performing QC on Town of Paradise construction projects are described in Section 6-2.02 "Quality Control" of the Caltrans Standard Specifications 2015.

#### **3. WHAT IS QUALITY ASSURANCE**

Quality Assurance (QA) is a series of planned or systematic actions required by the Department to verify that the products or materials entering the work comply with the contract special provisions or standard specifications. QA is a combination of acceptance sampling and testing and independent assurance sampling and testing.

Quality Assurance is further described in Section 6-2 "Quality Assurance" of the Caltrans Standard Specifications 2015.

#### **4. INDEPENDENT ASSURANCE PROGRAM**

Independent assurance shall be provided by personnel from an outside agency, qualified consultant or from within our own department. Independent assurance testing will be used to verify that sampling and testing procedures are being performed properly and that testing equipment is in good working condition. Consultants will not be allowed to perform QC tests for the contractor and independent assurance tests for the Town of Paradise on the same project.

#### **5. QUALITY ASSURANCE PROGRAM MANAGER**

The Town of Paradise, Public Works Department shall appoint a Quality Assurance Program Manager (QAPM). The QAPM is responsible for overseeing acceptance testing on Town of Paradise construction projects. If a consultant is used for acceptance testing, the QAPM shall

perform oversight for the acceptance testing. It is the responsibility of the QAPM to maintain a file consisting of copies of Acceptance Testers certifications, letters of decertification, notes to file, etc.

The Town of Paradise shall only use personnel and laboratories who are Caltrans Certified on State and Federally funded projects.

### **6. PROJECT CERTIFICATION**

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

### **7. PROJECT RECORDS**

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.3 "Maintaining Project Records" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual for Use by Local Agencies, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.
- When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.



## II. ACCEPTANCE TESTING

### 1. INTRODUCTION

Acceptance testing is the regular testing of materials or products that will be incorporated into a construction project to verify that the materials or products comply with contract special provisions and standards specifications. Acceptance tests will continue as work progresses.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix C, "Acceptance Sampling and Testing Frequencies" of the QAP Manual. These frequencies will be used as a guide for testing on projects. Guidance documents for sampling of materials may also be found in the:

- Caltrans California Test Methods
- Caltrans Standard Specifications
- Town of Paradise Special Provisions

### 2. WHO PERFORMS ACCEPTANCE TESTS?

On Town of Paradise construction projects, acceptance tests are to be performed by properly trained and certified personnel. Exceptions can be made in the event of an emergency. Acceptance Tests shall conform to California Test Methods (CTM) and/or other comparable testing methods including American Society of Testing Methods (ASTM).

Consultants that perform acceptance sampling and testing for the Town of Paradise shall work under the direction of the Department and the QAPM. Under no circumstances shall said consultants be allowed to perform acceptance tests for the Town of Paradise and perform quality control duties for the contractor on the same construction project.

### 3. TRAINING OF ACCEPTANCE TESTERS

#### A. Acceptance Testers (Consultants Contracted by The Town of Paradise)

Consultants may be contracted by the Town of Paradise to perform acceptance testing on Town projects as needed. Prior to performing acceptance tests for the Town of Paradise, they must prove to the Public Works Department that they and their employees are knowledgeable and competent in performing applicable tests. The Consultant shall submit to the Public Works Department a Quality Assurance Program Manual for review, a copy of which will be kept on file by the Department.

### 4. LABORATORY CERTIFICATION

At least once during each calendar year a Caltrans IA person verifies that this laboratory has all necessary equipment to perform the California Test (CT). That sampling/testing personnel possess current Caltrans Exhibit 16-D "Certificate of Proficiency". Prior to the issuing of Caltrans Form TL-0113 "Qualifying Laboratories".

### 5. LABORATORY EQUIPMENT

#### A. Consultant - Owned Testing Equipment (Town of Paradise Construction Projects)

Prior to materials testing on a Town of Paradise construction project, consultants must provide written certification to the Public Works Department that qualified personnel properly calibrated each piece of equipment involved with the project. All current calibration stickers shall be affixed to each piece of equipment showing the date of last calibration.

#### B. Proficiency Testing Program

The consultant Materials Testing Laboratory will participate in the Caltrans' Reference Sample Program. The Consultants Laboratory will continue to participate in the program as long as Caltrans continues the certification program. The QAPM and/or a Certified Acceptance Testers will be responsible for administering the tests for the correlation testing program.

### 6. REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  - Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
  - Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

### **III. INDEPENDENT ASSURANCE TESTING**

#### **1. PURPOSE**

The primary purpose of independent samples and tests are:

- a. To verify that project sampling and testing of materials are performed correctly
- b. To ensure that the equipment is properly calibrated

Independent assurance samples are taken at random for the purpose of making independent checks on the reliability of the acceptance test results. Independent assurance tests shall be at the discretion of the project Resident Engineer.

#### **2. PROCEDURES**

Both independent assurance test samples and acceptance test samples shall be taken from the same material source location. The test sample shall be split and test results shall be compared between the independent assurance test and the acceptance test. Independent assurance test must be kept separate throughout the entire test procedures. The independent assurance sample shall not be used for determining compliance with contract requirements.

Poor correlation between acceptance testers' results and the independent assurance testers' results indicate probable deficiencies with the acceptance sampling and testing procedures. The following procedures shall be performed to verify that the acceptance testing is being performed correctly:

- a. Verifying that equipment used for acceptance testing is properly calibrated and in good working condition.
- b. Witnessing sampling and testing by the Acceptance tester.
- c. Review the applicable California Test Method with the acceptance tester.

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### **IV. TESTING OF MANUFACTURED MATERIALS**

#### **1. CERTIFICATE OF COMPLIANCE**

The Caltrans Standard Specifications permit the Resident Engineer to accept materials prior to sampling and testing if a certificate of compliance accompanies them. Other personnel approved to accept on this basis shall be the Assistant RE and the QAPM.

A certificate of compliance shall conform to the requirements of the contract specifications. The Certificate of Compliance does not preclude at any time sampling and testing by the Department as the Department may deem necessary.

Please see Caltrans Exhibit 16-T1 “Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications” for a list of materials that are typically accepted on the basis of a Certificate of Compliance.

#### **2. SOURCE INSPECTIONS**

Source inspection is the inspection, sampling and testing of manufactured and prefabricated materials at locations other than the job site. The Town may submit a “Source Inspection Request” to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. See chapter 16, Administer Construction Contracts, of the Local Assistance Procedures Manual for proper procedures to request a source inspection.

#### **3. AUTHORIZED MATERIALS LIST**

The Caltrans Standard Specifications permit the Resident Engineer to accept materials prior to sampling and testing if the material is on the Authorized Materials List. Other personnel approved to accept on this basis shall be the Assistant RE and the QAPM.

Materials on the Authorized Materials List does not preclude at any time sampling and testing by the Department as the Department may deem necessary.

Please see the Caltrans website at <https://dot.ca.gov/programs/engineering-services/authorized-materials-lists> for the Authorized Materials List.

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Acronyms

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AMRL	AASHTO Materials Reference Laboratory
ASTM	American Society of Testing and Materials
Caltrans	California Department of Transportation
CCRL	Cement and Concrete Reference Laboratory
CTM	California Test Methods
Department	Town of Paradise Department of Public Works
FHWA	Federal Highway Administration
NICET	National Institute of Certification in Engineering Technologies
NIST	National Institute of Standards and Technology
NRMCA	National Ready-Mixed Concrete Association
QA	Quality Assurance
QAPM	Quality Assurance Program Manager
QC	Quality Control
RSO	Radiation Safety Officer

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## Appendix B - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

### Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash <b>(Sampling Only)</b>	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494  CTM 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement <b>(Test Only)</b>	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CTM 515 AASHTO T106	If testing appears warranted, fabricate six 2-in mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

### Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Freshly-Mixed Concrete <b>(Sampling)</b>	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC. 1 minimum sample on structural/foundation projects. Follow ACI requirements for bridges.	ASTM C172, C685 CTM 539/540 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete <b>(Testing)</b>	Approx. 150 lb./ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job. 2 per day on structural/foundation projects. Follow ACI requirements for bridges.	ASTM C143 CTM 533 AASHTO T119	This test determines the slump and ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete <b>(Testing)</b>	Approx. 150 lb./ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job. 1 minimum test on structural/foundation projects per job. Follow ACI requirements for bridges.	ASTM C231 CTM 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete <b>(Testing)</b>	Approx. 150 lb./ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job. 1 minimum test on structural/foundation projects per mix design. Follow ACI requirements for bridges.	ASTM C138 CTM 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.

## Appendix B (continued)

### Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete <b>(Testing)</b>	Approx. 150-lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least three concrete cylinders per project. Test for compressive strength at least once for each 150 cu. yd. of structural concrete.	ASTM C39 CTM 521 AASHTO T22	This test is used to fabricate 6” x 12” concrete cylinders. Compressive strengths are determined, when needed.

### Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate <b>(Sampling)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CTM 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Coarse Aggregate <b>(Testing)</b>	One 25-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CTM 227	This test determines the cleanness of coarse aggregate.
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CTM 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CTM 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CTM 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates <b>(Testing)</b>	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CTM 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.

## Appendix B (continued)

### Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Soils and Aggregates (Testing)	One random location for every 5,000 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D 6938 CT 231/CT 216 AASHTO T238	This test determines field densities and water content using the nuclear gage.

### Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D979 CTM 125 AASHTO T168, T48	This procedure describes the proper method to sample the asphalt binder. No testing required, unless warranted by concern.

### Hot Mix Asphalt (Asphalt Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant per day or for each 3,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CTM 125 AASHTO T40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take four 4" x 8" cores for every 1000 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CTM 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CTM 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense-graded or non-absorptive.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.

## Appendix B (continued)

### Hot Mix Asphalt (Asphalt Concrete) –Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing)	One 12 ft. x 3 ft. sample	This item may be accepted using a Certificate of Compliance. Obtain one sample per job when a Certificate of Compliance is not used.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CTM 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample and test per project.	AASHTO T324 AASHTO T312	This test determines the stability value of asphalt concrete.

### Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CTM 125 AASHTO T40, T168	This test describes the procedure for sampling the slurry seal.
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	This item may be accepted using a Certificate of Compliance. Test one sample per project and test for Abrasion when a Certificate of Compliance is not used.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 CTM 202 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent.	ASTM D2419 CTM 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.

**Steel**

<b>Materials to be Sampled or Tested</b>	<b>Sample Size</b>	<b>Sampling/Testing Frequency</b>	<b>Typical Test Methods</b>	<b>Description or Comments</b>
Steel Strand <b>(Testing)</b>	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar <b>(Testing)</b>	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 5(a)**

**Date: February 11, 2025**

**ORIGINATED BY:** Susan Hartman, Community Development Director –  
Planning & Wastewater  
**REVIEWED BY:** Jim Goodwin, Town Manager  
Scott Huber, Town Attorney  
**SUBJECT:** Public Hearing: Planning Commission Recommendation for  
Town Council Adoption of a Paradise General Plan Land  
Use Map Amendment and Property Rezone for an  
Application Identified as TOP: PL24-00128

**LONG TERM RECOVERY PLAN:** N/A

**COUNCIL ACTION REQUESTED:**

1. Hold a duly noticed and published public hearing and consider concurring with the project “CEQA determination” finding embodied within Planning Commission Resolution No. 2025-01; and,
2. Concur with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on January 21, 2025, and embodied within Planning Commission Resolution No. 2025-01; and,
3. Adopt Town of Paradise Resolution No. 2025-\_\_\_, “A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (TOP: PL24-00128)”; and,
4. Waive the first reading of the entire Town Ordinance No. \_\_\_\_ and read by title only; and,
5. Introduce Town of Paradise Ordinance No. \_\_\_\_\_ “An Ordinance Rezoning Certain Real Properties From “C-F” (Community Facilities) to the “C-B” (Central Business) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (TOP: PL24-00128)”; or,
6. Provide an alternate directive to town staff.

**Background:**

The Town of Paradise has initiated a Paradise General Plan land use designation amendment from Public Institutional (PI) to Central Commercial (CC) and a zone change from Community-Facilities (C-F) to Central Business (C-B) affecting a ±1.52-acre cluster of properties located at 5680, 5690, & 5704 Black Olive Drive. Prior to 2014, Paradise Irrigation District’s (PID) corporation yard was located on three (3) adjoining parcels on Black Olive Dr, just north of the Paradise Community Park. In 1984, these parcels were zoned Central Business but, at the time of the 1994 General Plan update, PID was using them for their corporation yard so the General Plan designation and zoning were updated at that time to Public Institutional/Community Facilities since that zoning was targeted for public and public institutional land uses such as government offices, schools, cemeteries, hospital and medical facilities, and utility services. PID has since moved their operations to a consolidated facility on Clark Rd and sold the properties on Black Olive Drive to a private owner

**Analysis:**

The subject properties are adjacent to, but not included in, the current boundaries of the downtown Central Business zoning district and were previously identified as part of both the Downtown Revitalization Area and the (now defunct) Town of Paradise Redevelopment Area. While these parcels have historically been included in the redevelopment vision for the Town's business community, they do not currently have the appropriate zoning to accommodate their rebuild potential within the adjacent downtown corridor. As mentioned above, the current zoning supports public agency land uses and does not allow for even basic commercial development such as retail, restaurants, food sales, or multi-family development.

The Town's Police Department, Fire Department, Fleet Shop, and Public Works Yard are already situated on a nearby block in the downtown; the Paradise Recreation & Park District has a long-term lease with Butte County for their facility on Skyway, and Paradise Irrigation District has their newly developed facility on Clark Rd which demonstrates that there is not a need to maintain these parcels solely for public agency use. In fact, the Central Business zoning still allows for government offices, schools, medical offices, and utility services but has the added benefit of also permitting a wide range of commercial office and business uses.

During the Town's public outreach efforts in 2024 to update the vision for the development of the downtown, these three parcels were identified as properties that would provide a public benefit by being rezoned back to Central Business, also requiring a General Plan land use amendment to Central Commercial, to further support the redevelopment of the downtown following the Camp Fire. This action would reinstate the zoning held by these parcels prior to 1994.

Surrounding land uses are characterized by developed residential property to the north, the Community Park to the south, the Yellowstone Kelly Heritage Trail to the east, and vacant commercial (downtown) property to the west.

The proposed project application has been evaluated in accordance with the requirements of the California Environmental Quality Act (CEQA) and it was determined that there is no possibility adoption and implementation of the rezone would result in a direct and significantly adverse effect on the environment as there is no project associated with this action. Therefore, the proposed general plan amendment and rezone can be found to be exempt from the requirements of CEQA, pursuant to CEQA Guidelines section 15061 (b)(3) [General Rule Exemption].

The attached Planning Commission resolution document recommends Town Council adoption and assignment of a specific Paradise General Plan land use designation and rezone of certain real property. Attached with this agenda summary for consideration, possible adoption, and introduction respectively by the Town Council, are copies of a proposed Town of Paradise resolution document and a zoning ordinance document, both of which reflect the Planning Commission's recommended actions.

Lastly, for your convenience, town planning staff has also generated and attached other information materials related to this agenda item.

**Financial Impact:**

The Town incurs no direct costs for the General Plan amendment and first reading and introduction of the zoning ordinance for the rezone. The digital land use and zoning maps are maintained and updated by the Chico State GIC under an existing contract.

**ATTACHEMENTS  
FOR  
TOP: PL24-00128 GENERAL PLAN AMENDMENT/REZONE**

1. Project vicinity map.
2. Notice sent to the affected property owner regarding the Town-initiated rezone.
3. Notice sent to surrounding property owners and the Paradise Post for the February 11, 2025 public hearing.
4. Mailing list of property owners and agencies notified of the public hearing.
5. Notice of Exemption prepared for the TOP project.
6. Planning Commission Resolution No. 2025-01 adopted January 21, 2025.
7. Town of Paradise Resolution No. 2025-\_\_\_\_, "A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (PL24-00128)".
8. Town of Paradise Ordinance No. \_\_\_\_\_, "An Ordinance Rezoning Certain Real Property From "C-F" (Community Facilities) to the "C-B" (Central Business) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (TOP: PL24-00128)"





**APPLICANT:** Town of Paradise

**OWNER:** Norman & Else Madsen Revocable Trust

5680, 5690, & 5704 Black Olive Dr

**PROJECT DESCRIPTION:**

Town Council consideration of a Planning Commission resolution recommending approval of a Town-initiated amendment to the Town of Paradise General Plan land use designation affecting a privately owned +/-1.52 acre cluster of properties from Public Institutional (PI) to Central Commercial (CC) and change the zoning for the same properties from Community Facilities (CF) to Central Business (CB) to remove the zoning previously assigned to Paradise Irrigation District when their corporation yard was located on these parcels and rezone to the adjacent Central Business zoning district. No development is proposed, only a zoning change.

**ZONING:** CF to CB

**GENERAL PLAN:** PI to CC

**FILE NO.** PL24-00128

**ASSESSOR PARCEL NO.** 052-204-001, 002, & 012

**MEETING DATE:** 02/11/2025



**Town of Paradise**  
Community Development Department  
Building Resiliency Center  
6295 Skyway  
Paradise, CA 95969  
(530) 872-6291 x411

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December 17, 2024

Norman & Else Madsen Revocable Trust  
Norman & Else Madsen, Trustees  
1296 Hagen Rd  
Napa, CA 94558

Subject: Town-initiated Rezoning on Community Facilities Parcels, 5680 & 5704 Black Olive Dr, APNs 052-204-001, 002, & 012

Dear Mr. & Mrs. Madsen,

As part of the Town's post-Camp Fire efforts to support the rebuild of the Town's commercial districts and create a walkable downtown, the Town of Paradise is initiating a rezone of certain properties to C-B zoning (Central Business). The C-B zoning category will *increase* the potential commercial uses permitted on the above-referenced parcels.

The Town is working on updating its Downtown Master Plan and began a series of public engagement sessions in early 2024 in the form of public hearings, visioning session at the Community Park, and online surveys. The results of this effort culminated into an identified Walkable Downtown Core located within a portion of the C-B zoning district with modified allowable land uses which the Town Council will be reviewing for formal adoption in February and March 2025.

Your properties on Black Olive Drive, where the previous Paradise Irrigation District corporation yard was located, have been identified as properties to extend the C-B zoning district to as well as the Walkable Downtown Core. Due to the nature of the public agency activities that existed on the Black Olive properties at the time of the 1994 General Plan, the zoning assigned to those parcels was intended for public and public institutional land uses which accommodates uses such as government offices, cemeteries, schools, hospitals, post offices, and public transit facilities. Rezoning the properties to the Central Business District will open more commercial oriented development opportunities such as restaurants, retail services, hotel/motel/bed & breakfast, food sales, outdoor recreational facilities, and multi-family developments (top floor of mixed use).

Rezoning requires a public hearing process during which you, or a neighboring landowner, have an opportunity to provide testimony, either for or against the proposed rezone, to both the Paradise Planning Commission and the Paradise Town Council at their respective public hearings.



**Town of Paradise**  
Community Development Department  
Building Resiliency Center  
6295 Skyway  
Paradise, CA 95969  
(530) 872-6291 x411

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Proposed rezoning meeting schedule:

January 21, 2025, 6:00 pm	Planning Commission Meeting (Recommendation)
February 11, 2025, 6:00 pm	Town Council Meeting (Introduction of rezone, adoption of General Plan Amendment)
March 11, 2025, 6:00 pm	Town Council Meeting (Adoption of rezone)

All meetings will be held at 6:00 pm at Paradise Town Hall (5555 Skyway, Paradise) in the Council Chambers. Additionally, Town Council meetings are broadcast live on the Town’s YouTube channel at <https://www.youtube.com/channel/UCahySuEER2uUrqJ6G5ET-Xg>. Meeting agendas can be found on the Town’s website at <https://www.townofparadise.com/meetings>.

Please feel free to contact this office with any questions you may have at (530) 872-6291 x424.

Sincerely,

Susan Hartman  
Community Development Director  
[shartman@townofparadise.com](mailto:shartman@townofparadise.com)

**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, February 11, 2025 at 6:00 p.m. in the Paradise Town Hall Conference Room, 5555 Skyway, Paradise, CA, regarding the following matter:

- a. Item determined to be exempt from environmental review under CEQA Guidelines section 15061(b)(3) (General rule exemption)

**TOWN OF PARADISE GENERAL PLAN AMENDMENT/REZONE APPLICATION (PL24-00128):**

Town Council consideration of a Planning Commission resolution recommending Town Council approval of a Town-initiated amendment to the Town of Paradise General Plan land use designation affecting a privately owned +/-1.52 acre cluster of properties from Public Institutional (PI) to Central Commercial (CC) and change the zoning for the same properties from Community Facilities (CF) to Central Business (CB) to remove the zoning previously assigned to Paradise Irrigation District when their corporation yard was located on these parcels and rezone to the adjacent Central Business zoning district. No development is proposed, only a zoning change. The project site is located at 5680, 5690, & 5704 Black Olive Dr, Paradise and further identified as Assessor Parcel Nos. 052-204-001, 002, & 012.

The project file is available for public inspection at the Development Services Department, Building Resiliency Center, 6295 Skyway, Paradise. If you challenge this project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Town Clerk at, or prior to, the public hearing. For further information please contact the Development Services Department at (530) 872-6291, extension 424.

Melanie Elvis  
Town Clerk

APN	Owner	Owner 2	Mailing Address
052-241-011-000	MCDANIEL CHARLES P		4117 RETREAT CT, MODESTO CA 95356
052-241-010-000	JONES RICHARD E & KARLEE J		82 WEST SUTER RD, PARADISE CA 95969
052-204-006-000	SAKSCHIEWSKI DAVID & KORENE		PO BOX 377, CORNING CA 96021
052-204-005-000	DECHTER LORRAINE		5721 SCOTTWOOD RD, PARADISE CA 95969
052-204-004-000	EPPERSON THEODORE G JR		2824 OSBORNE RD, CAMERON PARK CA 95682
052-204-003-000	MORRIS JASON A		509 RHAPIS DR, CHICO CA 95928
052-204-002-000	MADSEN NORMAN B & ELSE M REVOCABLE TRUST	C/O MADSEN NORMAN & ELSE TRUSTEES	1296 HAGEN RD, NAPA CA 94558
052-204-001-000	MADSEN NORMAN B & ELSE M REVOCABLE TRUST	C/O MADSEN NORMAN & ELSE TRUSTEES	1296 HAGEN RD, NAPA CA 94558
052-203-032-000	TOWN OF PARADISE		--
052-202-013-000	HORNING M C JR		4425 JAMBOREE RD SUITE 250, NEWPORT BEACH CA 92660
052-202-007-000	PARADISE COMMUNITY COUNCIL INC		PO BOX 1853, PARADISE CA 95967
052-202-006-000	BERNDT DE PINEDA RHONDA L		6221 CLARK RD, PARADISE CA 95969
052-202-004-000	COLLETT MARY MARGARET REV LIVING TRUST	C/O COLLETT MARY M TRUSTEE	5699 BLACK OLIVE DR, PARADISE CA 95969
052-202-003-000	COLLETT MARY MARGARET REV LIVING TRUST	C/O COLLETT MARY M TRUSTEE	5699 BLACK OLIVE DR, PARADISE CA 95969
052-202-002-000	SMITH VICKY L		290 PACIFIC DR, PARADISE CA 95969
052-202-001-000	WILLIAMS FAMILY SURVIVORS TRUST ETAL	C/O WILLIAMS SANDEE TRUSTEE	10104 CORRIE CT, TRUCKEE CA 96161
052-143-010-000	HOWE MATTHEW		4939 CO RD 99W, ORLAND CA 95963
052-143-002-000	CALDWELL FAMILY TRUST	C/O CALDWELL CRAIGH & CHERYL CO-TRUSTEES	1269 ORO-CHICO HWY, DURHAM CA 95938
052-143-001-000	CORDEIRO LIVING TRUST	C/O CORDEIRO RAYMOND L & TERESE M TRUSTEES	1327 PERRY CT, TRACY CA 95377
052-142-016-000	MILBAUER FAMILY TRUST	C/O MILBAUER BRIAN & ELIZABETH TRUSTEES	15174 COUTOLENC RD, MAGALIA CA 95954
052-142-008-000	CERVANTES SHANIECE ROSARIO & MELGAR-FILGUERA MARIO		2825 ALBATROSS WAY, SACRAMENTO CA 95815
052-142-007-000	MACHADO DARLA KAY		5243 BLACK OLIVE DR, PARADISE CA 95969
052-142-006-000	MANWILL GARALD R & SHAUNA L		P O BOX 1733, PARADISE CA 95967
052-142-005-000	CASTRO JANET		3585 ROUND BARN BLVD APT 236, SANTA ROSA CA 95403
052-204-001-000	MADSEN NORMAN B & ELSE M REVOCABLE TRUST	C/O MADSEN NORMAN & ELSE TRUSTEES	1296 HAGEN RD, NAPA CA 94558

Paradise Unified School District  
6696 Clark Road  
Paradise, CA 95969

Paradise Irrigation District  
6332 Clark Road  
Paradise, CA 95969

Paradise Recreation & Park Dist.  
6626 Skyway  
Paradise, CA 95969

Paradise Ridge Chamber of  
Commerce  
6161 Clark Road Ste. 1  
Paradise, CA 95969

Paradise Board of Realtors  
6161 Clark Road Ste. 2  
Paradise, CA 95969

Pacific Gas & Electric  
Laird Oelrichs, Land Agent  
350 Salem St.  
Chico, CA 95928

Butte County Planning  
Courier

Paradise Cemetery District  
980 Elliott Road  
Paradise, CA 95969

Butte Co. Air Quality Mgmt. Dist.  
629 Entler Ave., Suite 15  
Chico, CA 95928

Butte Environmental Council  
313 Walnut St., Ste. 140  
Chico, CA 95928



# NOTICE OF EXEMPTION

**To:** File

**From:** Town of Paradise, Development Services Department,  
Planning Division, 6295 Skyway, Paradise, CA 95969

**Project Title:** Town of Paradise GPA/Rezone

**Project Applicant:** Town of Paradise

**Project Location:** 5680, 5690, & 5704 Black Olive Dr

**Project Description:** General Plan Amendment and Rezone to reinstate the Central Business zoning previously assigned to a cluster of properties prior to 1994.

**Approving Public Agency:** Town of Paradise

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

**Exempt Status:**  
 Ministerial (Section 15268)  
 Emergency Project (Section 15269)  
 Categorical Exemption (Section 15302)  
 General Rule Exemption (Section 15061)

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

**Contact Person:** Susan Hartman, Planning Director  
(530) 872-6291 x424

**Signature:**   
\_\_\_\_\_

**Date:** 01/08/2025

**TOWN OF PARADISE  
PLANNING COMMISSION**

**RESOLUTION NO. 2025-01**

**A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING TOWN  
COUNCIL ADOPTION OF A PARADISE GENERAL PLAN LAND USE MAP AMENDMENT  
AND REZONING OF CERTAIN REAL PROPERTY WITHIN THE TOWN OF PARADISE  
(TOP; PL24-00128)**

**WHEREAS**, the Paradise Planning Commission has conducted a public hearing, pursuant to the California Planning and Zoning Law, concerning a proposed amendment to the Paradise General Plan and property rezone; and

**WHEREAS**, said public hearing also included review of potential environmental impacts, pursuant to the California Environmental Quality Act; and

**WHEREAS**, Sections 65353, 65354 and 65854 of the California Government Code require the Planning Commission to conduct a public hearing and notify the Town Council in writing of its recommendation; and

**WHEREAS**, the Planning Commission has considered the analysis and recommendation of the Community Development Department (Planning Division) and has considered the comments made at a public hearing conducted by the Planning Commission on January 21, 2025; and

**WHEREAS**, the Planning Commission has determined that an amendment to the Paradise General Plan Land Use Map for a Central Commercial (C-C) land use designation and its related zone change to a Central Business (C-B) zoning district affecting properties located at 5680, 5690, & 5704 Black Olive Drive and further identified as AP Nos. 052-204-001, 052-204-002, and 052-204-012, as proposed, is in the public interest.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** The Planning Commission of the Town of Paradise hereby finds:

- a. That the proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15601 (General Rule Exemption).
- b. That the general plan land use designation and zoning district requested to be assigned to the project property via the general plan amendment/rezone project application (PL24-



**RESOLUTION NO. 2025-01**

00128) is appropriate and reasonable because it would assign a Central Commercial (C-C) General Plan land use designation and Central Business (C-B) zoning to properties situated at a location with characteristics that satisfy the 1994 Paradise General Plan policies that are applicable to central business land use development.

**SECTION 2.** The Planning Commission of the Town of Paradise hereby recommends to the Town Council approval of the project application for Paradise General Plan Land Use Map amendment and its related zone change known as the TOP (PL24-00128) application for properties identified as AP Nos. 052-204-001, 052-204-002, and 052-204-012 as described in Exhibit "A" and shown in Exhibit "B" attached hereto and made a part hereof by reference.

**PASSED AND ADOPTED** by the Planning Commission of the Town of Paradise this 21<sup>st</sup> day of January 2025, by the following vote:

**AYES:** Lynn Costa, Carissa Garrard, Kim Morris, Charles Holman, Chair

**NOES:** None

**ABSENT:** Zeb Reynolds

**NOT VOTING:** None



Charles Holman, Chair

ATTEST: 1-22-2025



Melanie Elvis, Town Clerk/Elections Official

EXHIBIT "A"  
REZONE  
(TOP)

ASSESSOR'S PARCEL NUMBERS 052-204-001, 002, & 012:

**LOTS OR BLOCKS A, B AND C, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARADISE, BUTTE COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON APRIL 4, 1904 IN BOOK 4 OF MAPS, AT PAGE 7.**

**ALSO ALL THAT PORTION OF THOSE LANDS SHOWN AS THE "BUTTE COUNTY R.R.", ACCORDING TO THAT CERTAIN MAP ENTITLED "TOWN OF PARADISE", AS FILED FOR RECORD IN BOOK 4, MAPS AT PAGE 7, AND ALSO BEING A PORTION OF THOSE CERTAIN LANDS AS DESCRIBED IN DEED TO FRED M. CLOUGH, FEBRUARY 19, 1903 AND FILED FOR RECORD IN BOOK 65 OF DEEDS, AT PAGE 532, LYING IN SECTION 22, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.B. & M., BUTTE COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF LOT A BLOCK 10, ACCORDING TO SAID MAP, SAID CORNER BEING LOCATED ON THE EAST SIDELINE OF OLIVE STREET AND ON THE NORTH SIDELINE OF CEDAR STREET AND MARKED UPON THE GROUND BY A 3/4" IRON PIPE TAGGED L.S. 3346 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FOR PARADISE IRRIGATION DISTRICT AS FILED FOR RECORD IN BOOK 114, MAPS AT PAGE 96; THENCE SOUTH 65 DEG. 54' 30" EAST, ALONG THE SOUTH LINE OF SAID LOT "A", 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT AND A POINT ON THE WESTERLY LINE OF SAID BUTTE COUNTY RAILROAD AND THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 65 DEG. 54' 30" EAST, ALONG THE EASTERLY PROJECTION OF THE NORTH LINE OF CEDAR STREET, 150.00 FEET; THENCE NORTH 24 DEG. 05' 30" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 10, 225.20 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 6 DEG. 54' 14" AND A RADIUS OF 955.04 FEET; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 115.08 FEET; THENCE NORTH 65 DEG. 54' 30" WEST, 150.95 FEET, TO A POINT ON THE WESTERLY LINE OF SAID BUTTE COUNTY RAILROAD PARCEL, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1105.04 FEET, A CENTRAL ANGLE OF 5 DEG. 57' 43", AND A RADIAL LINE THAT BEARS SOUTH 59 DEG. 56' 43" EAST FROM SAID POINT; THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG THE EASTERLY LINE OF BLOCK 10 AND THE NORTHERLY PROJECTION THEREOF, 114.99 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 24 DEG. 05' 30" WEST, 225.20 FEET, TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE TOWN OF PARADISE, BY DEED DATED NOVEMBER 7, 1991 AND RECORDED FEBRUARY 25, 1992, AS INSTRUMENT NO. 1992-07646, OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA.**

EXHIBIT "B"  
REZONE  
(TOP)



**TOWN OF PARADISE  
RESOLUTION NO. 2025-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
AMENDING THE LAND USE MAP OF THE 1994 PARADISE GENERAL PLAN (TOP:  
PL24-00128)**

**WHEREAS**, the Paradise Planning Commission and the Paradise Town Council have conducted public hearings, pursuant to California planning and zoning law concerning a proposed amendment to the land use map of the 1994 Paradise General Plan; and

**WHEREAS**, such public hearings also included review of potential environmental impacts associated with the amendment to the Paradise General Plan, pursuant to requirements of the California Environmental Quality Act; and

**WHEREAS**, Section 65358 of the California Government Code allows a legislative body to amend its General Plan, and

**WHEREAS**, the action of the Town Council follows the requirements of Government Code Sections 65353, 65354, 65854 and 65090; and

**WHEREAS**, the Town Council has considered the analysis and recommendation of the Community Development Department; has received and considered the recommendations of the Planning Commission via adopted Planning Commission Resolution No. 2025-01; and has considered the comments made at public hearings conducted by the Planning Commission and the Town Council; and on the basis thereof has determined pursuant to Section 65358 of the Government Code that a certain amendment of the 1994 Paradise General Plan Land Use Map is in the public interest; and

**WHEREAS**, the Paradise Planning Commission and the Town Council have determined that the proposed General Plan (land use map) amendment and rezone project is appropriate and reasonable because it would result in the assignment of general plan land use and zoning designations to the affected property that are appropriate and reasonable in a manner that **a)** promotes the objectives of the Town's walkable downtown long-term recovery project, **b)** is compatible with existing land uses and zoning in the downtown and therefore is consistent with applicable 1994 Paradise General Plan policies, and, **c)** will result in the assignment of zoning that promotes the commercial redevelopment of currently vacant properties.

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

**Section 1.** The Town Council hereby finds that there is no land division or commercial density increase development proposed in association with the requested actions, and further finds that the requested actions are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061 (General Rule Exemption) based on the materials submitted in association with the requested actions, the associated staff report and all public comments relating to the project.

**Section 2.** The Town Council hereby adopts this amendment to the 1994 Paradise General Plan known as PL24-00128, assigning a Central Commercial (C-C) General Plan land use map designation for a +/-1.52-acre land area located at 5680, 5690, and 5704 Black Olive Drive in Paradise and further identified as AP Nos. 052-204-001, 002, & 012, as described in Exhibit "A" and shown in Exhibit "B" attached hereto and made a part hereof by reference.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 11<sup>th</sup> day of February 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Melanie Elvis, Town Clerk/Elections Official

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Scott E. Huber, Town Attorney

EXHIBIT "A"  
GPA/REZONE  
(TOP)

ASSESSOR'S PARCEL NUMBERS 052-204-001, 002, & 012:

**LOTS OR BLOCKS A, B AND C, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARADISE, BUTTE COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON APRIL 4, 1904 IN BOOK 4 OF MAPS, AT PAGE 7.**

**ALSO ALL THAT PORTION OF THOSE LANDS SHOWN AS THE "BUTTE COUNTY R.R.", ACCORDING TO THAT CERTAIN MAP ENTITLED "TOWN OF PARADISE", AS FILED FOR RECORD IN BOOK 4, MAPS AT PAGE 7, AND ALSO BEING A PORTION OF THOSE CERTAIN LANDS AS DESCRIBED IN DEED TO FRED M. CLOUGH, FEBRUARY 19, 1903 AND FILED FOR RECORD IN BOOK 65 OF DEEDS, AT PAGE 532, LYING IN SECTION 22, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.B. & M., BUTTE COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF LOT A BLOCK 10, ACCORDING TO SAID MAP, SAID CORNER BEING LOCATED ON THE EAST SIDELINE OF OLIVE STREET AND ON THE NORTH SIDELINE OF CEDAR STREET AND MARKED UPON THE GROUND BY A 3/4" IRON PIPE TAGGED L.S. 3346 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FOR PARADISE IRRIGATION DISTRICT AS FILED FOR RECORD IN BOOK 114, MAPS AT PAGE 96; THENCE SOUTH 65 DEG. 54' 30" EAST, ALONG THE SOUTH LINE OF SAID LOT "A", 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT AND A POINT ON THE WESTERLY LINE OF SAID BUTTE COUNTY RAILROAD AND THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 65 DEG. 54' 30" EAST, ALONG THE EASTERLY PROJECTION OF THE NORTH LINE OF CEDAR STREET, 150.00 FEET; THENCE NORTH 24 DEG. 05' 30" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 10, 225.20 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 6 DEG. 54' 14" AND A RADIUS OF 955.04 FEET; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 115.08 FEET; THENCE NORTH 65 DEG. 54' 30" WEST, 150.95 FEET, TO A POINT ON THE WESTERLY LINE OF SAID BUTTE COUNTY RAILROAD PARCEL, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1105.04 FEET, A CENTRAL ANGLE OF 5 DEG. 57' 43", AND A RADIAL LINE THAT BEARS SOUTH 59 DEG. 56' 43" EAST FROM SAID POINT; THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG THE EASTERLY LINE OF BLOCK 10 AND THE NORTHERLY PROJECTION THEREOF, 114.99 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 24 DEG. 05' 30" WEST, 225.20 FEET, TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE TOWN OF PARADISE, BY DEED DATED NOVEMBER 7, 1991 AND RECORDED FEBRUARY 25, 1992, AS INSTRUMENT NO. 1992-07646, OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA.**



EXHIBIT "B"  
GPA/REZONE  
(TOP)



**TOWN OF PARADISE  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARADISE REZONING  
CERTAIN REAL PROPERTY FROM “C-F” (COMMUNITY-FACILITIES) TO THE “C-B”  
(CENTRAL-BUSINESS) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS  
17.45.500 ET. SEQ. (TOP: PL24-00128)**

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

**SECTION 1.** The hereinafter described real properties situated in the Town of Paradise, State of California, shall be and is hereby zoned “C-B” (Central-Business) as described in Chapter 17.20 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses, and regulations of such chapter. The real properties so zoned are located at 5680, 5690, & 5704 Black Olive Drive in the Town of Paradise and is more particularly identified as AP Nos. 052-204-001, -002, & -012.

**SECTION 2.** This ordinance shall take effect thirty (30) days beyond the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published in a newspaper of general circulation and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

**AYES:  
NOES:  
ABSENT:  
NOT VOTING:**

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Melanie Elvis, Town Clerk/Elections Official

\_\_\_\_\_  
Scott E. Huber, Town Attorney





**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 5(b)**

**Date: February 11, 2025**

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

**REVIEWED BY:** Jim Goodwin, Town Manager

**SUBJECT:** Consider Introducing an Ordinance Amending Text Regulations within Paradise Municipal Code Title 5 (Business Licenses) and Title 17 (Zoning) Relative to Land Uses Within the Central Business Zoning District

**LONG TERM RECOVERY PLAN:** Yes – Tier 2 Economic Development Strategy & Walkable Downtown

**COUNCIL ACTION REQUESTED:**

1. Hold a duly noticed and published public hearing and consider concurring with the project “CEQA determination” finding presented and considered by the Planning Commission on January 21, 2025, and embodied within Planning Commission Resolution No 2025-02; and,
2. Waive the first reading of the entire Town Ordinance No. \_\_\_\_\_and read by title only; and,
3. Introduce Town Ordinance No. \_\_\_\_\_, “An Ordinance Amending Text Regulations within Paradise Municipal Code Title 5 [Business Licenses] and Title 17 [Zoning] Relative to the Central Business Zoning District; Vending Licenses; Farmers Markets; and the Walkable Downtown Core”; or,
4. Provide alternative direction to town staff.

**Background:**

The timeline of the walkable downtown zoning project thus far is as follows:

**April 9, 2024** – Town Council requested a special council meeting to discuss the vision for the Town’s commercial downtown core.

**April 22, 2024** – A Special Town Council meeting was held which resulted in direction to staff to prepare a moratorium urgency ordinance for residential-type land uses in the downtown Central Business (CB) zoning district.

**May 14, 2024** – Town Council adopted Urgency Ordinance No. 635 establishing a 45-day moratorium on all single-family, two-family, and multi-family residences within the CB zoning district. Council authorized staff to enter into an agreement with Urban Design Associates (UDA) for an initial assessment of the downtown and to refine the moratorium area.

**June 18, 2024** – Urgency Ordinance No. 635 was extended an additional 10-months and 15-days to allow a larger Phase II strategy from UDA, including an updated commercial market study, with recommendations for permanent zoning amendments. Additionally, the boundaries of the moratorium were reduced to a more focused area encompassing primarily the southern half of the CB zoning district.

**August 9, 2024** – UDA conducted individual stakeholder interviews with Council members and town staff.

**August 10, 2024** – An in-person community workshop was held to solicit feedback from residents on proposed infill uses, types of desired retail businesses, preferred building styles, and priorities for the downtown area.

**September 4<sup>th</sup> & 5<sup>th</sup>, 2024** – UDA conducted individual stakeholder interviews with Rebuild Paradise, PATCH, Paradise Ridge Chamber of Commerce, Tri Counties Bank, Paradise Association of Realtors, PRPD, Paradise Art Center, and Moms on the Ridge.

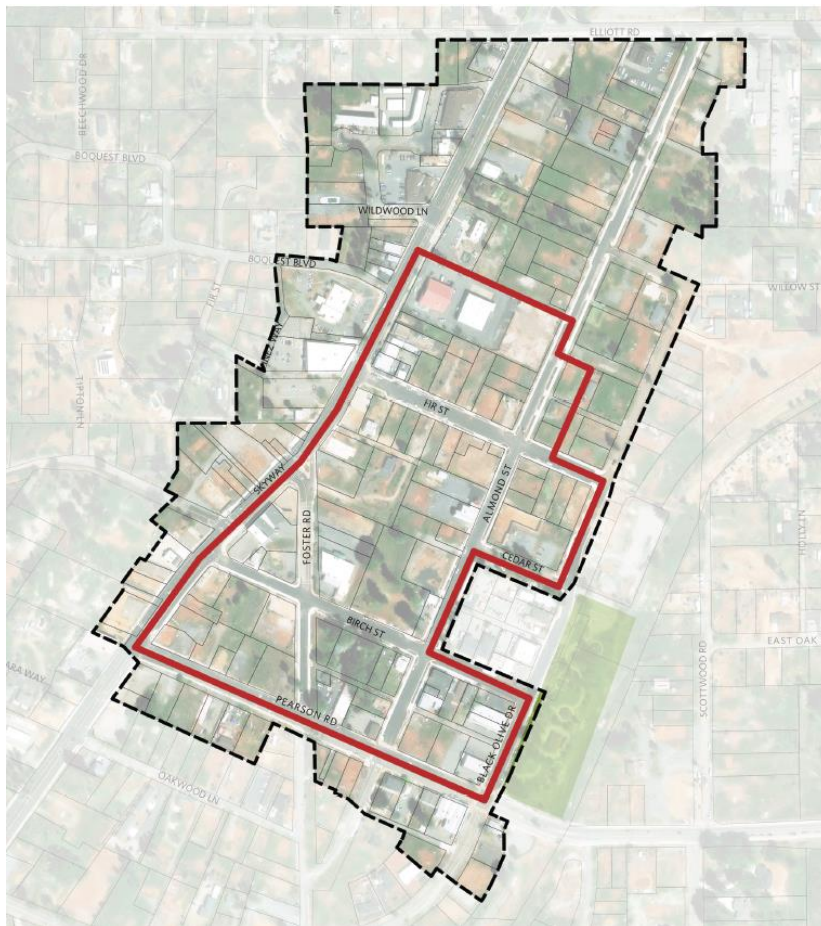
**September 10, 2024** – An online survey, for those who could not attend the in-person workshop, was launched for 20 days to accept additional feedback.

**October 31, 2024** – The updated Commercial Market Opportunity Assessment was submitted by Peloton Research + Economics.

**November 12, 2024** – Zoning amendment recommendations were presented to the Town Council by UDA and staff with Council direction to move forward with the adoption process on all items presented except amending lot widths in the downtown. Additionally, it was recommended that the old, vacant Paradise Irrigation Corporation Yard properties, along Black Olive Drive, be rezoned from Community Facilities (a zoning typically used for public agencies) to Central Business and be included in the walkable downtown core.

**January 21, 2025** – Planning Commission reviewed and made recommendation for Town Council approval of the proposed zoning amendments and walkable downtown core map.

**Current boundary of the housing moratorium under extended Urgency Ordinance No. 635:**



## Analysis:

As previously presented to the Town Council, the 2022 & 2024 commercial market study reports both identified well over 300,000 square feet of existing occupied retail space that is capable of being supported by the current population of +/-10,691 residents which is in line with the industry average of 30,000 to 45,000 square feet of commercial uses being supported by every 1,000 residents. The 2024 Peloton commercial market study built off the previous 2022 EPS study and offered extended projections out to 2060, estimating a need for an additional 117,285 sq ft of retail space by 2030 with 44,395 sq ft of that potentially being sited in the downtown and up to 409,556 sq ft of new retail space demand by 2060 with 188,219 sq ft of that in the downtown.

Utilizing that market analysis data and comparing it to the 33 acres of undeveloped land available in the downtown, which has capacity to accommodate 150,000 to 200,000 square feet of commercial space, shows that the downtown has the ability to support the current and future projected commercial square footage needs with a large portion of that being located in the walkable downtown core (moratorium area) which in itself currently has 13.61 acres of vacant land.

While the Town continues to recover, Peloton presented some short (2025-2030) and long-term (2030-2060) activation strategies for the downtown and walkable downtown core. In the short-term, to bring a renewed interest to the downtown and attract local visitors, suggestions for areas around the Fir St/Almond St intersection and the Birch St/Foster Rd intersection included:

- Hosting weekly events such as farmers' markets, food truck gatherings, and outdoor entertainment **[supported by proposed zoning amendments in the attached ordinance]**.
- Utilize existing street and sidewalk infrastructure to create pedestrian-friendly zones and encourage foot traffic.
- Introducing pop-up retail and temporary community uses to fill vacant spaces, generate excitement and test market demand **[supported by proposed zoning amendments in the attached ordinance]**.

In the long-term, to support sustainable growth and reflecting Paradise as a livable community, the suggestions included:

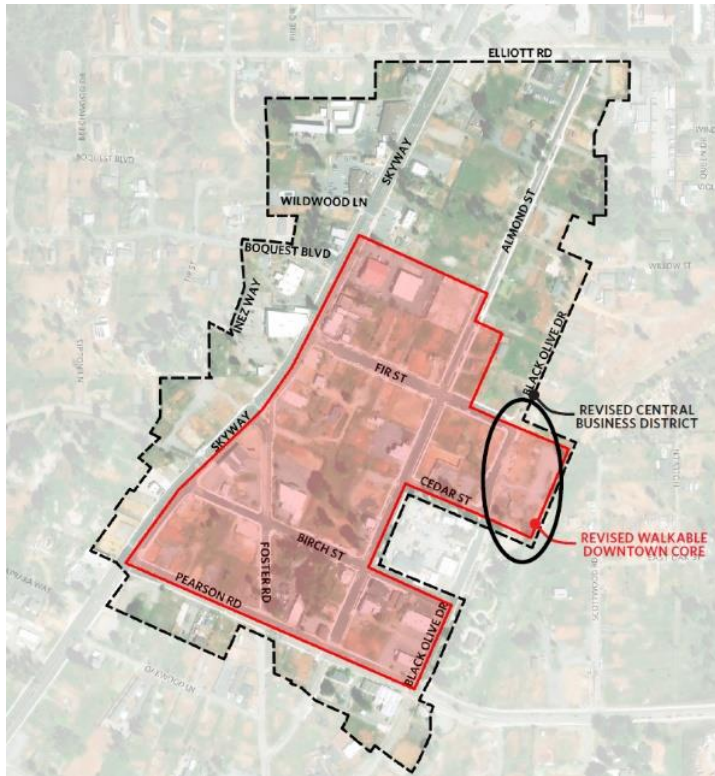
- Encourage mixed use development with ground-floor retail and upper-floor residential **[supported by proposed zoning amendments in the attached ordinance]**.
- Promote public plazas and outdoor seating areas to foster community interaction.
- Emphasize pedestrian and cycling infrastructure.

## Recommendations

To support the development of the downtown, with a walkable downtown core, UDA and staff analyzed the existing zoning standards and looked for ways to support the vision of the downtown based on the public's feedback and the market analysis.

- *Walkable Downtown Core (WDC) boundaries*

Based on feedback from stakeholders and the public, it is recommended that the boundaries of Central Business (CB) District, including the walkable downtown core (WDC), be extended to include the three parcels that used to house the PID corporation yard, just north of the Community Park which were presented under a separate Council agenda item to rezone to Central Business.



• *Land Uses in the Central Business (CB) Zoning District and Walkable Downtown Core (WDC)*  
 Responding to comments from community members about the need to remove obstacles for development, there is a recommendation to make the following businesses permitted, with no use permit requirements, in the CB and WDC:

- Body piercing/tattoo shop
- Bed and breakfast
- Club or lounge
- Cocktail lounge
- Commercial recreation (indoor)
- Cultural service
- Daycare facility
- Financial services
- Food sales
- Liquor sales
- Manufacturing (custom)
- Medical offices
- Park and recreation
- Parking facility (public)
- Restaurant

• *Uses Recommended to be added to the CB District and WDC*

Temporary uses can be a good early activator while the market continues to recover and new permanent uses that make the downtown a desirable place to visit are encouraged. Not surprisingly, farmers markets and food trucks were the two highest rated desired land uses for the downtown from public feedback. Recommended uses to be added to the CB District, including the walkable downtown core, include:

- Temporary uses listed in Paradise Municipal Code section 17.32.100 not currently permitted in the CB zone such as:

- Outdoor special sales, outdoor art and craft shows or exhibits, swap meets, farmers markets, flea markets, and parking lot sales.
- Seasonal retail sales of agricultural or horticultural products raised off premises.
- Drive-in theater/outdoor amphitheater.
- Food truck vending.

- *Land Uses Recommended to be removed from the CB District and WDC*

What we heard from the public is that there is not a desire for the following land uses in the downtown area and therefore they are proposed to be removed:

- Auto repair
- Laundry services
- Any other uses that generate noxious fumes or excessive noise

- *Housing in the Walkable Downtown Core (WDC)*

Within the WDC, mixed use would continue to be permitted (combination of a business and residence), but only with the housing unit on an upper story. The same would apply for multi-family developments – the residential units would need to be on the upper story of a commercial business. No new development of a standalone single-family or multi-family residence would be permitted without a commercial business component on the ground floor.

- *Rebuilding of non-permitted uses in the CB District and WDC*

Regardless of any zoning changes in the downtown, properties that were previously developed with a land use that will potentially no longer be permitted, such as single-family homes and auto repair, still have an avenue to rebuild what they had as a “non-conforming use” through a public hearing use permit process with the Planning Commission as authorized under Paradise Municipal Code Chapter 17.39. However, it is a discretionary action and can be denied. Additionally, if a property has a previously issued use permit authorizing a land use that is no longer permitted, that use permit allows them to rebuild their previously approved project – even if the zoning has changed.

- *Public protest feedback*

At the January 21, 2025 Planning Commission meeting, the owners of 5800 & 5804 Almond St were in attendance and asked to be removed from the proposed boundaries of the WDC. They are currently the last parcel included along the northern boundary, on the east side of Almond St. The property was previously developed with a duplex built in 1956 and there have been no rebuild permits submitted for that property since the fire. Currently, the zoning amendments proposed for the WDC would not allow the rebuild of a duplex on that property (without a commercial business on the ground floor) unless they went through a “non-conforming” use permit hearing with the Planning Commission to rebuild what they had before. If they are removed from the boundaries WDC, the Central Business zoning still requires a public hearing to build or rebuild a duplex in that zone so the permitting process will not change for them should they want to rebuild a duplex, and this was explained at the hearing. If the Council supports their request to be removed from the boundaries of the WDC, staff has prepared a revised CB/WDC zoning map for introduction with the zoning amendments that excludes the property at 5800 & 5804 Almond St. The Planning Commission was not in opposition to their request, encouraging them to attend the Town Council meeting, but still made the recommendation for approval as presented by staff which included the subject parcel.

The goal of these recommendations is to help activate early activity and interest in the downtown as well as support sustained growth in that area with uses the public wants to see and are more attainable to the local business owners.

Attached with this council agenda summary for your consideration and recommended introduction is an ordinance prepared by town staff that reflects the recommended PMC text amendments. The proposed new text within the ordinance is shown as shaded and text proposed to be deleted is shown in ~~strikethrough~~ text.

The Planning Director has determined that the nature of the proposed/recommended text amendments is minor in that the possibility of adoption and implementation would not result in a direct and significantly adverse effect upon the environment. Thus, the amendments can be found to be exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) [General Rule Exemption].

Lastly, for your convenience and use, town staff has attached other documents related to this agenda item.

**Financial Impact:** There is no financial impact associated with the first reading and introduction of the ordinance. However, if the ordinance amendments are ultimately adopted, future General Fund revenues will be reduced, by an unknown amount, due to the reduction in required use permits.

Attachments:

- Copy of the notice of public hearing for the proposed text amendments.
- Copy of Notice of Exemption dated December 16, 2024.
- Copy of Planning Commission Resolution No. 2025-02, "A Resolution of the Paradise Planning Commission Recommending Town Council Adoption of Text Amendments to Title 5 and Title 17 of the Paradise Municipal Code Relative to the Central Business District; Vending Licenses; Farmers Markets; and the Walkable Downtown Core".
- Town of Paradise Ordinance No. \_\_\_\_\_, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 5 [Business Licenses] and Title 17 [Zoning] Relative to the Central Business Zoning District; Vending Licenses; Farmers Markets; and the Walkable Downtown Core".
- 2024 Commercial Market Opportunity Assessment, Peloton Research + Economics

**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, February 11, 2025 at 6:00 p.m. in the Paradise Town Hall Conference Room, 5555 Skyway, Paradise, CA, regarding the following matter:

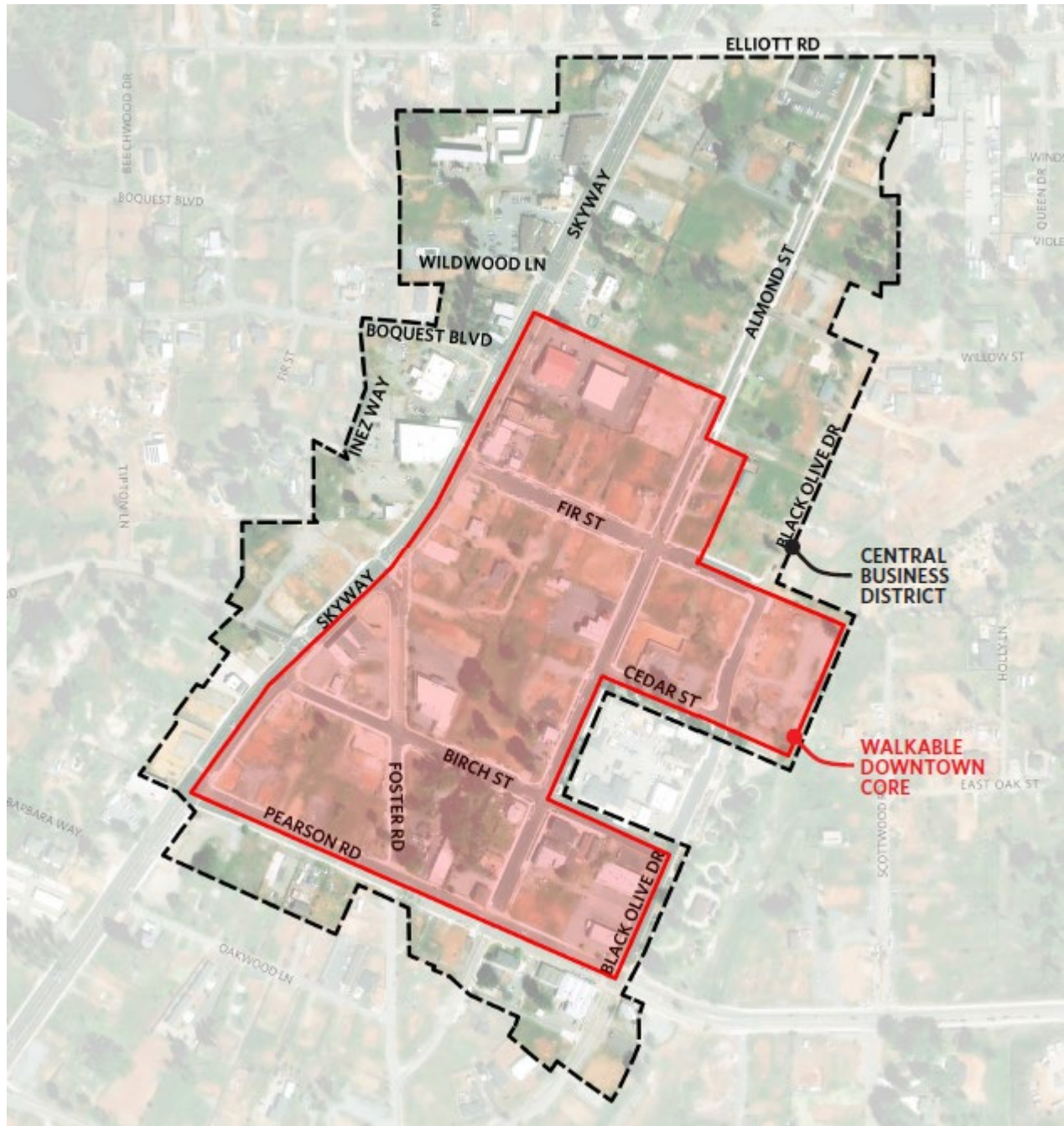
- a. Item determined to be exempt from environmental review under CEQA Guidelines section 15061(b)(3) (General rule exemption)

**PARADISE MUNICIPAL CODE:** Town Council consideration of a Planning Commission resolution recommending Town Council adoption of proposed text amendments to the zoning regulations in Paradise Municipal Code (PMC) Title 17 (Zoning Ordinance) and Title 5 (Business Taxes, Licenses, and Regulations). If adopted by the Town Council, the amendments would: 1. identify the boundaries of a Walkable Downtown Core within the Central Business zoning district; 2. amend the land use regulations within the Central Business zoning and the Walkable Downtown Core; 3. amend the vending license regulations to allow food trucks in the Central Business zone; and 4. amend the temporary use permit regulations to allow farmers markets in the Central Business zone.

The project file is available for public inspection at the Development Services Department, Building Resiliency Center, 6295 Skyway, Paradise. If you challenge this project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Town Clerk at, or prior to, the public hearing. For further information please contact the Development Services Department at (530) 872-6291, extension 424.

Melanie Elvis  
Town Clerk





**PROJECT DESCRIPTION:**

Town Council consideration of a Planning Commission Resolution that recommends Town Council adoption of proposed text amendments to the zoning regulations in Paradise Municipal Code (PMC) Title 17 (Zoning Ordinance) and Title 5 (Business Taxes, Licenses, and Regulations). If adopted by the Town Council, the amendments would: 1. identify the boundaries of a Walkable Downtown Core within the Central Business zoning district; 2. amend the land use regulations within the Central Business zoning and the Walkable Downtown Core; 3. amend the vending license regulations to allow food trucks in the Central Business zone; and 4. amend the temporary use permit regulations to allow farmers markets in the Central Business zone.

**HEARING BODY: PARADISE TOWN COUNCIL**

**MEETING DATE: 02/11/2025**



# NOTICE OF EXEMPTION

**To:** File

**From:** Town of Paradise, Development Services Department,  
Planning Division, 6295 Skyway, Paradise, CA 95969

**Project Title:** PMC Title 17 [Zoning] & Title 5 [Business Licenses]  
Text Amendments

**Project Applicant:** Town of Paradise

**Project Location:** N/A

**Project Description:** Amendments to the Town zoning ordinance and business license ordinance relating to the permitted uses within the Central Business zoning district and the Walkable Downtown Core.

**Approving Public Agency:** Town of Paradise

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

**Exempt Status:** \_\_\_\_\_ Ministerial (Section 15268)  
\_\_\_\_\_ Emergency Project (Section 15269)  
\_\_\_\_\_ Categorical Exemption (Section 15302)  
 X  General Rule Exemption (Section 15061)

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

**Contact Person:** Susan Hartman, Planning Director  
(530) 872-6291 x424

**Signature:**   
\_\_\_\_\_

**Date:** \_\_\_\_\_  
12/16/2024

**TOWN OF PARADISE PLANNING COMMISSION  
RESOLUTION 2025-02**

**A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING  
TOWN COUNCIL ADOPTION OF TEXT AMENDMENTS TO TITLE 5 AND TITLE 17 OF THE  
PARADISE MUNICIPAL CODE RELATIVE TO THE CENTRAL BUSINESS ZONING DISTRICT;  
VENDING LICENSES; FARMERS MARKETS; AND THE WALKABLE DOWNTOWN CORE**

**WHEREAS**, the Town of Paradise is legally required to direct and regulate land development and land uses via zoning regulations and other means that are consistent with its current Paradise General Plan as well as current state planning and zoning law; and

**WHEREAS**, during the aftermath of the Camp Fire and our recent community downtown visioning the Town Council adopted direction to town staff relative to some potential code changes to help support the economic recovery and rebuild of the Town’s commercial sector; and

**WHEREAS**, the Town planning staff advise that text regulations within Chapters 5.11, 17.20 and 17.32 of the Paradise Municipal Code (PMC) warrant amendment in order to: 1) become internally consistent with all other existing PMC statutes; 2) become consistent with and further implement the Paradise General Plan, particularly its land use element; 3) amend and/or create statutes that support development of commercial projects; and if adopted, would assist in the Camp Fire recovery efforts; and

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on January 21, 2025 to study and consider recommending Town Council adoption of text amendments to PMC Chapters 5.11, 17.20, and 17.32 as proposed by Town staff; and

**WHEREAS**, the public review also included review and determination that the proposed PMC text amendment is an activity that is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [general rule exemption] because there is no possibility that the amendment would result in a significantly adverse effect upon the environment; and

**WHEREAS**, the Planning Commission has considered the recommendation of the Town staff, etc., as well as input received during the public hearing; and on the basis of the foregoing, has determined that the text amendments to PMC Chapters 5.11, 17.20, and 17.32, are warranted at this time in order to aid in the rebuild efforts following the Camp Fire.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF PARADISE** as follows:

The Planning Commission hereby recommends to the Town Council of the Town of Paradise, adoption of the proposed text amendments to PMC Chapters 5.11, 17.20, and 17.32 as set forth in “**Exhibit A**” and the boundaries of the Walkable Downtown Core as shown in “**Exhibit**

EXHIBIT "A"

**SECTION 1.** Section 5.11.035 shall be deleted from Chapter 5.11 [Vending-Hawking-Peddling-Sales] of the Paradise Municipal Code as follows:

~~5.11.035 Paradise Downtown and other areas.~~

~~Except as otherwise provided in this chapter, any license issued by the planning director authorizing vending, hawking, peddling, or sales activity upon outdoor locations within the town adopted Paradise Downtown Revitalization Master Plan Area [Downtown] shall be subject to the following conditions:~~

- ~~A. All licensed hawking, peddling and vending sales activities upon outdoor locations within the Downtown shall be restricted to four (4) consecutive days or less and must be directly linked to a special community event sponsored by either a non-profit group/organization and/or a public entity recognized by the Town of Paradise.~~
- ~~B. Other than those activities linked to a special community sponsored event, any, and all licensed hawking, peddling and vending sales activities upon outdoor locations outside the Downtown shall be subject to all other provisions of this chapter.~~
- ~~C. Notwithstanding items A. and B., licensed full-time vending in the Downtown area shall be allowed if the vendor's commissary or brick and mortar restaurant is in the Downtown area. No vending licenses under this subsection shall be issued or in effect after December 31, 2023.~~

**SECTION 2.** Subsection "B" of Section 17.20.100 [Specific Purposes] of the Paradise Municipal Code shall be amended to read as follows:

**17.20.100 Specific purposes.**

The following purposes apply to the specific commercial zones.

- B. The central-business zone is intended for land areas located within the central commercial (downtown or core) area of Paradise and that provide for commercial retail and service uses, public uses, professional and administrative office uses, and multiple-family residential uses. The central-business zone is consistent with the central-commercial (C-C) land use designation of the Paradise general plan and it is potentially consistent with the town-commercial (T-C) Paradise general plan land use designation. Within the central-business zone, the Walkable Downtown Core (WDC) shall be established by this title and have the boundaries shown on the Walkable Downtown Core map which is adopted concurrently herewith.

**SECTION 3.** Section 17.20.200 of Chapter 17.20 [Neighborhood-Commercial (N-C), Central-Business (C-B) and Community-Commercial C-C) Zones] of the Paradise Municipal Code shall be amended to read as follows:

**RESOLUTION NO. 2025-02**

**17.20.200 Permitted and conditional uses.**

In the neighborhood-commercial, central-business and, community commercial zones, and the walkable downtown core, the following land uses are permitted where indicated by the letter "P," and are uses permitted subject to town issuance of a conditional use permit where indicated by the letter "C." Uses indicated by the letter "S" are permitted uses with town approval and issuance of a site plan review. Uses identified with the letter "A" are permitted land uses upon town approval and issuance of an administrative permit.

<u>P/C/S</u>				<u>Uses</u>
<u>N-C</u>	<u>C-B</u>	<u>WDC</u>	<u>C-C</u>	
-	P	P	A	Administrative service
S	A	A	-	Agricultural employee housing, limited residential
C	-	-	C	Auto body repair
C	S	-	A	Auto repair
-	S	S	A	Auto sales (indoor)
-	-	-	S	Auto sales (outdoor)
S	A P	P	P	Bed and breakfast
-	- P	P	C	Body piercing/tattoo shop
P	P	P	P	Business office
-	A	A	P	Business services
-	S	S	S	Business/trade school
-	-	-	C	Campground
-	-	-	S	Car washing
-	S P	P	S	Club or lodge
	C P	P	S	Cocktail lounge
C	C P	P	S	Commercial recreation (indoor)
-	- P	P	C	Commercial recreation (outdoor)
C	-	-	C	Community care facility
-	-	-	S	Convalescent service
C	-	-	C	Construction sales and service
A	P	P	P	Consumer repair
-	A P	P	A	Cultural service
C	C P	P	S	Day care facility
-	P	P	C	Drive-in theater/outdoor amphitheater
P	P	P*	P	Dwelling, accessory (with permitted primary use) *only upper floors in WDC
-	C	C	C	Educational facility
-	-	-	C	Emergency shelters
-	-	-	S	Equipment repair
P	P	P	P	Family daycare home
-	A P	P	P	Financial services
S	A P	P	P	Food sales
-	-	-	C	Fuelwood sales
-	C	C	S	Funeral home
P	P	P	P	Guidance service (limited)
-	-	-	C	Kennel (indoor)
-	-	-	S	*Large collection recycling facility
-	-	-	C	Large retail project
-	C -	-	S	Laundry services
-	-	-	C	*Light processing recycling facility

**RESOLUTION NO. 2025-02**

C	CP	P	P	Liquor sales
S	SP	P	P	Manufacturing (custom)
-	-	-	C	Manufacturing (light)
S	AP	P	P	Medical offices
-	-	-	C	Mobile home park
-	-	-	S	Mobile home sales
-	S	S	S	Motel or lodging
-	S	P*	S	Multiple-family residence (*only upper floors in WDC)
P	P	P	P	Open space
-	SP	P	C	Park and recreation
-	AP	P	A	Parking facility (public)
-	S	S	S	Parking facility (private-commercial)
S	A	A	P	Personal improvement
S	P	P	P	Personal services
S	A	A	P	Pet services
-	P	P	P	Pet shop
S	S	S	S	Postal facility
P	P	P	P	Professional office
-	C	C	C	Public assembly
-	C	C	C	Religious assembly
-	C	C	S	Research services
-	-	-	S	Residential, group
C	AP	P	P	Restaurant
S	P	P	P	Retail services
A	A	A	A	*Reverse vending machine
S	A	A	S	Safety service
-	-	-	S	Service station
S	A	-	-	Single-family residence
A	A	A	A	*Small collection recycling facility
-	-	-	C	Towing service/vehicle impound
-	A	A	S	Transportation service
-	C	C	C	Transportation terminal
-	S	-	S	Two-family residence (density applied)
P	P	P	P	Utility service (minor)
C	C	C	C	Utility service (major)
-	C	C	S	Veterinary service
-	-	-	C	Warehouse (general)
-	-	-	P	Warehouse (limited)
-	A	A	A	Wastewater treatment/disposal utility

\* Refer to Chapter 17.40.

**SECTION 4.** Subsections “G” and “I” of Section 17.32.100 [Temporary Use Regulations] of the Paradise Municipal Code shall be amended to read as follows:

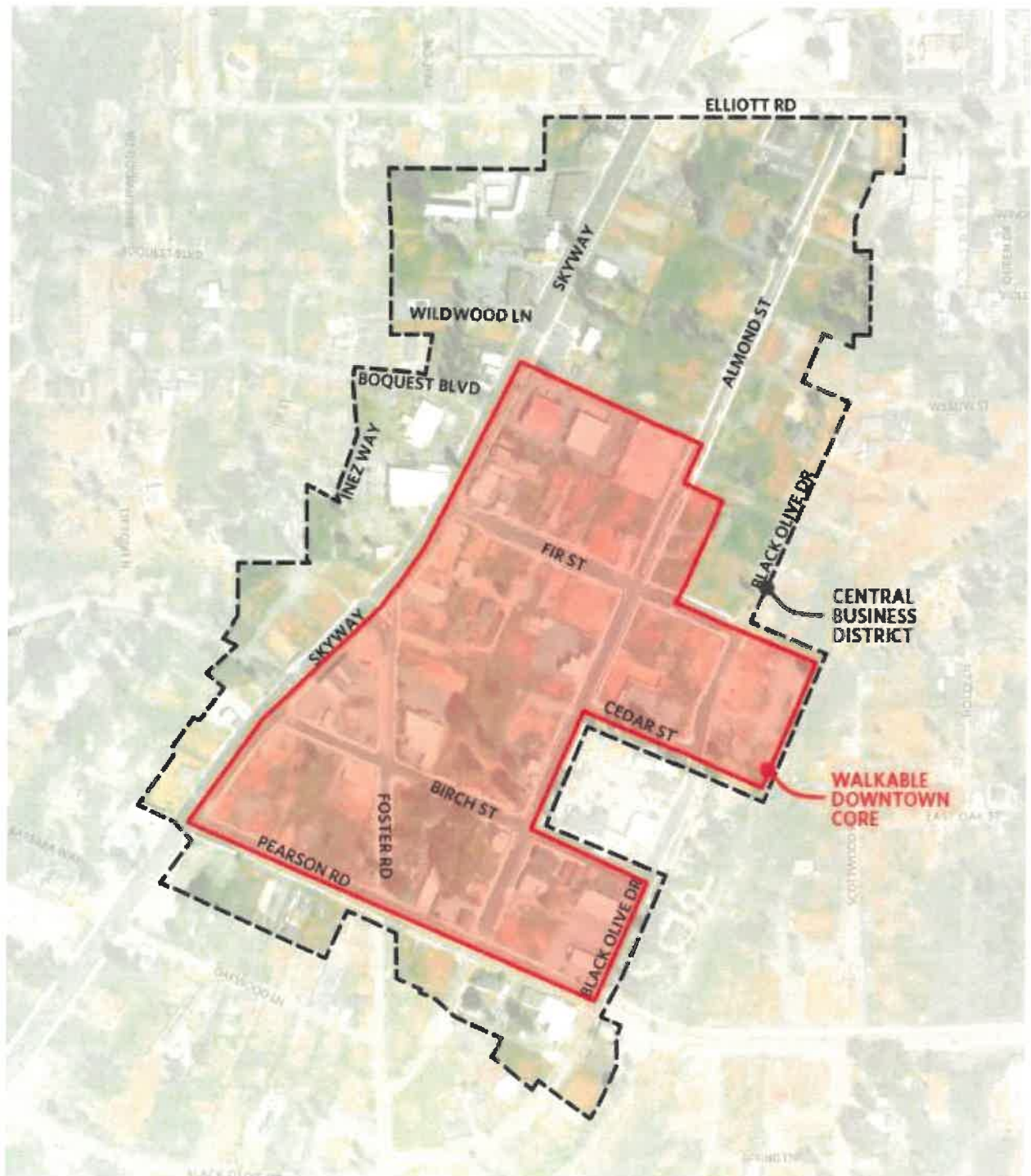
**17.32.100 Temporary use regulations.**

The following temporary land uses shall be allowed subject to the regulations set forth within this chapter. Note: All temporary land uses that include food sales require a permit from the Butte County department of public health.

## RESOLUTION NO. 2025-02

- G. Outdoor special sales, outdoor art and craft shows or exhibits, swap meets, farmers markets, flea markets, parking lot sales, or similar sales activities, limited to sites in C-C, C-B, C-F and C-S zoning districts, and the walkable downtown core, and to operation for not more than three (3) consecutive days or more than a total of twenty-one (21) days in the same year: permitted and subject to the business licenses regulations of Chapter 5.11 of this code.
- I. Seasonal retail sale of agricultural or horticultural products, including farmers markets, raised off the premises and limited to sites in C-C, C-B, C-F or C-S zoning districts, and the walkable downtown core: permitted and subject to the business licenses regulations of Chapter 5.11 of this code.

EXHIBIT "B"



**RESOLUTION NO. 2025-02**

**B"** attached hereto and made a part of by reference; and recommends to the Town Council that the proposed Paradise Municipal Code text amendments are not subject to the requirements of the California Environmental Quality Act (CEQA) in accordance with the general rule categorical exemption provisions of CEQA Guidelines section 15061.

**PASSED AND ADOPTED** by the Planning Commission of the Town of Paradise this 21<sup>st</sup> day of January 2025 by the Following Vote:

**AYES:** Lynn Costa, Carissa Garrard, Kim Morris, Charles ..  
Holman, Chair

**NOES:** None

**ABSENT:** Zeb Reynolds

**ABSTAIN:** None

  
\_\_\_\_\_  
Charles Holman, Chair

**ATTEST:** 1-22-2025

  
\_\_\_\_\_  
Melanie Elvis, Town Clerk/Elections Official



**TOWN OF PARADISE  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TEXT REGULATIONS WITHIN  
PARADISE MUNICIPAL CODE TITLE 5 [BUSINESS LICENSES] TITLE 17 [ZONING] RELATIVE TO  
THE CENTRAL BUSINESS ZONING DISTRICT; VENDING LICENSES; FARMERS MARKETS; AND THE  
WALKABLE DOWNTOWN CORE**

**SECTION 1.** Section 5.11.035 shall be deleted from Chapter 5.11 [Vending-Hawking-Peddling-Sales] of the Paradise Municipal Code as follows:

**~~5.11.035 Paradise Downtown and other areas.~~**

~~Except as otherwise provided in this chapter, any license issued by the planning director authorizing vending, hawking, peddling, or sales activity upon outdoor locations within the town adopted Paradise Downtown Revitalization Master Plan Area [Downtown] shall be subject to the following conditions:~~

- ~~A. All licensed hawking, peddling and vending sales activities upon outdoor locations within the Downtown shall be restricted to four (4) consecutive days or less and must be directly linked to a special community event sponsored by either a non profit group/organization and/or a public entity recognized by the Town of Paradise.~~
- ~~B. Other than those activities linked to a special community sponsored event, any, and all licensed hawking, peddling and vending sales activities upon outdoor locations outside the Downtown shall be subject to all other provisions of this chapter.~~
- ~~C. Notwithstanding items A. and B., licensed full-time vending in the Downtown area shall be allowed if the vendor's commissary or brick and mortar restaurant is in the Downtown area. No vending licenses under this subsection shall be issued or in effect after December 31, 2023.~~

**SECTION 2.** Subsection "B" of Section 17.20.100 [Specific Purposes] of the Paradise Municipal Code shall be amended to read as follows:

**17.20.100 Specific purposes.**

The following purposes apply to the specific commercial zones.

- B. The central-business zone is intended for land areas located within the central commercial (downtown or core) area of Paradise and that provide for commercial retail and service uses, public uses, professional and administrative office uses, and multiple-family residential uses. The central-business zone is consistent with the central-commercial (C-C) land use designation of the Paradise general plan and it is potentially consistent with the town-commercial (T-C) Paradise general plan land use designation. Within the central-business zone, the Walkable Downtown Core (WDC) shall be established by this title and have the boundaries shown on the Walkable Downtown Core map which is adopted concurrently herewith.

**SECTION 3.** Section 17.20.200 of Chapter 17.20 [Neighborhood-Commercial (N-C), Central-Business (C-B) and Community-Commercial C-C) Zones] of the Paradise Municipal Code shall be amended to read as follows:

**17.20.200 Permitted and conditional uses.**

In the neighborhood-commercial, central-business and, community commercial zones, and the walkable downtown core, the following land uses are permitted where indicated by the letter "P," and are uses permitted subject to town issuance of a conditional use permit where indicated by the letter "C." Uses indicated by the letter "S" are permitted uses with town approval and issuance of a site plan review. Uses identified with the letter "A" are permitted land uses upon town approval and issuance of an administrative permit.

<u>P/C/S</u>				<u>Uses</u>
<u>N-C</u>	<u>C-B</u>	<u>WDC</u>	<u>C-C</u>	
-	P	P	A	Administrative service
S	A	A	-	Agricultural employee housing, limited residential
C	-	-	C	Auto body repair
C	§	-	A	Auto repair
-	S	S	A	Auto sales (indoor)
-	-	-	S	Auto sales (outdoor)
S	A P	P	P	Bed and breakfast
-	- P	P	C	Body piercing/tattoo shop
P	P	P	P	Business office
-	A	A	P	Business services
-	S	S	S	Business/trade school
-	-	-	C	Campground
-	-	-	S	Car washing
-	§ P	P	S	Club or lodge
	€ P	P	S	Cocktail lounge
C	€ P	P	S	Commercial recreation (indoor)
-	- P	P	C	Commercial recreation (outdoor)
C	-	-	C	Community care facility
-	-	-	S	Convalescent service
C	-	-	C	Construction sales and service
A	P	P	P	Consumer repair
-	A P	P	A	Cultural service
C	€ P	P	S	Day care facility
-	P	P	C	Drive-in theater/outdoor amphitheater
P	P	P*	P	Dwelling, accessory (with permitted primary use) *only upper floors in WDC
-	C	C	C	Educational facility
-	-	-	C	Emergency shelters
-	-	-	S	Equipment repair
P	P	P	P	Family daycare home
-	A P	P	P	Financial services
S	A P	P	P	Food sales
-	-	-	C	Fuelwood sales

-	C	C	S	Funeral home
P	P	P	P	Guidance service (limited)
-	-	-	C	Kennel (indoor)
-	-	-	S	*Large collection recycling facility
-	-	-	C	Large retail project
-	€	-	S	Laundry services
-	-	-	C	*Light processing recycling facility
C	€ P	P	P	Liquor sales
S	§ P	P	P	Manufacturing (custom)
-	-	-	C	Manufacturing (light)
S	A P	P	P	Medical offices
-	-	-	C	Mobile home park
-	-	-	S	Mobile home sales
-	S	S	S	Motel or lodging
-	S	P*	S	Multiple-family residence (*only upper floors in WDC)
P	P	P	P	Open space
-	§ P	P	C	Park and recreation
-	A P	P	A	Parking facility (public)
-	S	S	S	Parking facility (private-commercial)
S	A	A	P	Personal improvement
S	P	P	P	Personal services
S	A	A	P	Pet services
-	P	P	P	Pet shop
S	S	S	S	Postal facility
P	P	P	P	Professional office
-	C	C	C	Public assembly
-	C	C	C	Religious assembly
-	C	C	S	Research services
-	-	-	S	Residential, group
C	A P	P	P	Restaurant
S	P	P	P	Retail services
A	A	A	A	*Reverse vending machine
S	A	A	S	Safety service
-	-	-	S	Service station
S	A	-	-	Single-family residence
A	A	A	A	*Small collection recycling facility
-	-	-	C	Towing service/vehicle impound
-	A	A	S	Transportation service
-	C	C	C	Transportation terminal
-	S	-	S	Two-family residence (density applied)
P	P	P	P	Utility service (minor)
C	C	C	C	Utility service (major)
-	C	C	S	Veterinary service
-	-	-	C	Warehouse (general)
-	-	-	P	Warehouse (limited)
-	A	A	A	Wastewater treatment/disposal utility

\* Refer to Chapter 17.40.

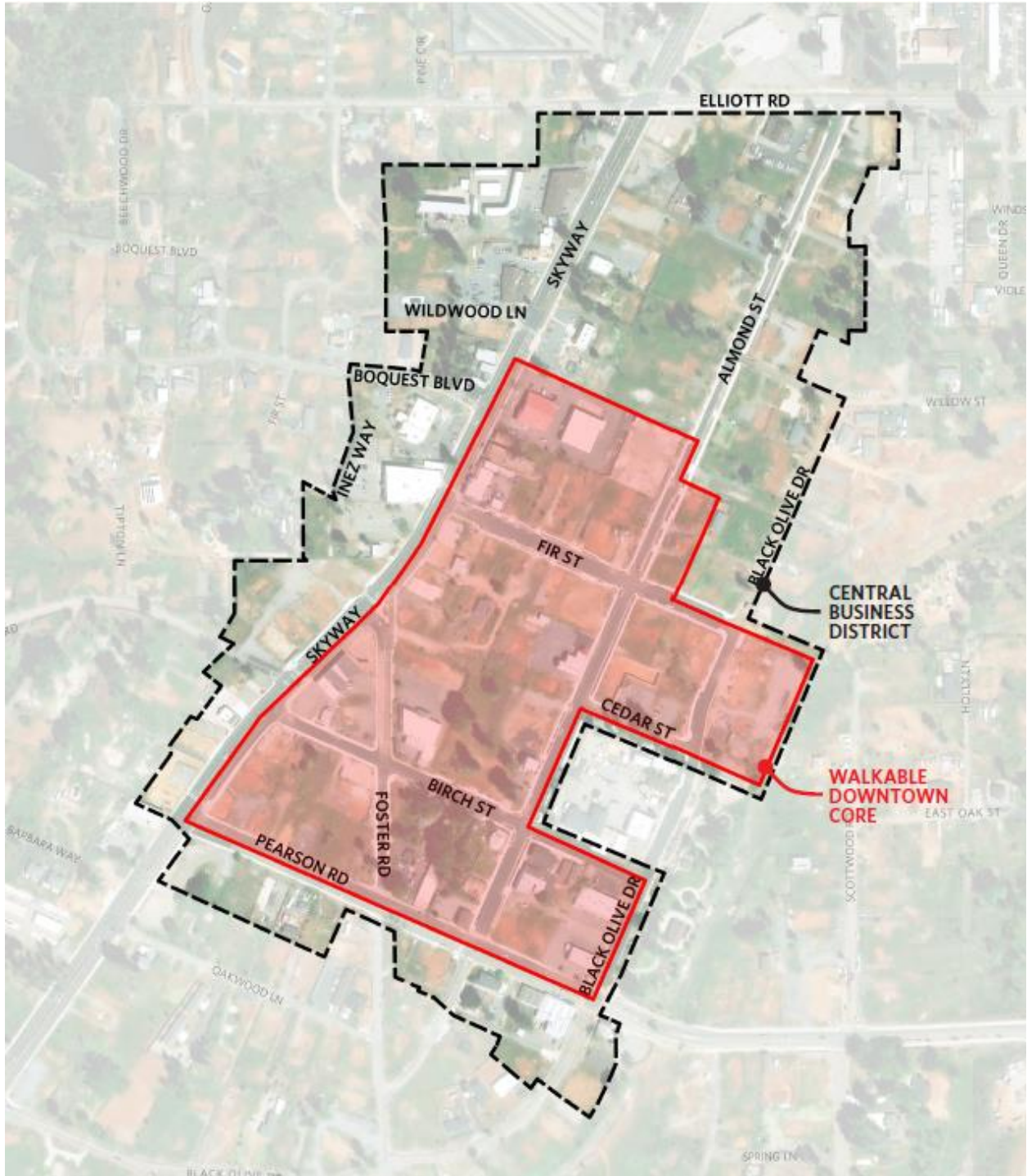
**SECTION 4.** Subsections “G” and “I” of Section 17.32.100 [Temporary Use Regulations] of the Paradise Municipal Code shall be amended to read as follows:

**17.32.100 Temporary use regulations.**

The following temporary land uses shall be allowed subject to the regulations set forth within this chapter. Note: All temporary land uses that include food sales require a permit from the Butte County department of public health.

- G. Outdoor special sales, outdoor art and craft shows or exhibits, swap meets, ~~farmers markets~~, flea markets, parking lot sales, or similar sales activities, limited to sites in C-C, C-B, C-F and C-S zoning districts, including the walkable downtown core, and to ~~operation~~ operate for not more than three (3) consecutive days or more than a total of twenty-one (21) days in the same year: permitted and subject to the business licenses regulations of Chapter 5.11 of this code.
- I. Seasonal retail sale of agricultural or horticultural products, including farmers markets, raised off the premises and limited to sites in C-C, C-B, C-F or C-S zoning districts, including the walkable downtown core: permitted and subject to the business licenses regulations of Chapter 5.11 of this code.

**SECTION 5.** The attached Walkable Downtown Core map is hereby adopted by reference.



**SECTION 6. CEQA COMPLIANCE.** The Town Council finds and determines that the enactment of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) (General Rule Exemption).

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

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

\_\_\_\_\_  
Melanie Elvis, Town Clerk/Elections Official

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott E. Huber, Town Attorney

## Commercial Market Opportunity Assessment for the Town of Paradise Downtown Master Plan Paradise, California

September 24, 2024

*Submitted to:*

**Barry Long, CEO**  
Urban Design Associates (UDA)  
*On behalf of the Town of Paradise*  
3 PPG Place, 3rd Floor  
Pittsburgh, PA 15222

*Submitted by:*

Richard Hunt, Principal  
125 W. Third Street  
Suite 250  
Chico, CA 95928  
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[rfh@pelotonrecon.com](mailto:rfh@pelotonrecon.com)

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## 1. Executive Summary

### 1.1 Study Objective

This report is prepared based on the **Peloton Research + Economics (Peloton Research)** conducted between August and September 2024, which serves as an updated and extended analysis of the Town of Paradise's retail and commercial sectors. It builds upon the *Commercial Market Analysis* initially prepared by **Economic Planning Systems (EPS)** in February 2022 and offers **extended projections to 2060**. This document aims to provide **Urban Design Associates (UDA)** with detailed information that will aid in the development of a master plan for Downtown Paradise.

The focus of this report is to offer a realistic, long-term outlook on population dynamics, taxable retail sales, retail demand, the vacancy landscape, challenges, opportunities, and development recommendations. Emphasis is placed on the revitalization of the Central Business District (CBD), focusing on the creation of a **Walkable Downtown Core (WDC)** to facilitate sustainable economic growth, improved retail offerings, and enhanced employment opportunities.

### 1.2 Methodology and Approach

#### EPS Study (2022) Overview

The EPS Study was conducted during 2021 and provided to the Town of Paradise in February 2022 as a preliminary response to assess the Town's economic potential post-Camp Fire. The study involved:

- **Retail Sales Trends Analysis:** Historical analysis of retail sales by category from 2009-2020.
- **Retail Leakage Assessment:** Identification of retail categories with unmet demand and leakage to neighboring markets, particularly Chico.
- **Population and Household Projections:** Population growth and retail space needs estimated to 2030 using data from the California Department of Finance (DOF) and the Butte County Association of Governments (BCAG).
- **Retail Space Locations and Occupancy Status:** A list of spaces from CoStar was included to identify occupied and vacant retail spaces within **Paradise and Magalia**.
- **Retail Space Demand Calculation:** EPS projected a need for **140,000 square feet** of new retail space by **2030**, assuming an optimistic **80% retail capture rate**.
- **Economic Development Focus:** EPS provided some high-level recommendations of economic development strategies for the Town overall.

### Peloton Study (2024) Methodology

Peloton Research updated the EPS findings by incorporating newer, more granular data:

- **Recent Population and Housing Data:** Reviewed data from DOF, BCAG, and CalTrans, showing strong in the Town of Paradise (the highest rate of growth in the State of California).
- **Community Engagement:** Community outreach meeting at Depot Park in August 2024 followed by field research to help understand local needs, desires, and conditions more accurately.
- **Survey of Vacant Parcels in the CBD:** Conducted a site survey in the CBD to identify vacant properties and calculate total available acreage.
- **Updated Surveys of Retail Operations:** Detailed surveys of retail businesses in **Paradise** and **Magalia**, providing an accurate current snapshot of occupancy and commercial activity.
- **Taxable Retail Sales Data:** Data from the California Department of Tax and Fee Administration (CDTFA) and the Town of Paradise Finance Department to capture taxable sales trends through 2023.
- **Revised Population and Retail Demand Projections:** Long-term projections through **2060**, utilizing a more conservative **65% retail capture rate**.

This update represents a conservative approach based on recent data and better alignment with rebuilding realities, population shifts, regional competition, and local market context, providing a realistic foundation for planning future commercial growth in Paradise.

### 1.3 Executive Summary of Findings

#### Population and Household Growth: Expanded Projections to 2060

- The DOF estimated the Town's total population as 10,691 as of January 1, 2024. Based on this figure, the Town added 1,486 residents from 2023 to 2024, for a **growth rate of 16.14%, the fastest growth rate of any city in California**.
- Peloton Research has projected the population of Paradise to continue a strong growth trajectory to 2060. Key population highlights from 2030 to 2060 include:
  - 2030 = 14,637 residents
  - 2045 = 20,501 residents
  - 2060 = 26,573 residents
- A sustained increase in household size since 2019 suggests a larger number of family households with children have entered the market at a faster rate than households comprising singles and couples.

### Industry Employment and Workforce Dynamics

- More workers are commuting to Paradise for work every day versus those commuting to other markets. The influx of daily workers has helped support retail and commercial growth in the community.
- In 2021, **2,374 workers commuted to Paradise for work**, while 1,722 residents commuted to jobs elsewhere. This net inflow of workers contributes to the local economy and helps to fill the gap left by residents who previously worked locally.
- **Retail and Construction** employment has continued to grow due to ongoing rebuilding.
- Key industry sectors to target for future growth should include the **Healthcare** and **Services** sectors to expand options for local residents.
- The community is expected to see improvements in labor force participation as housing unit growth supports new household formation and local job opportunities return.

### Retail Market Conditions

- Retail occupancy in Paradise should solid improvement from 2022 to 2024, with **vacancy rates dropping from 40% (2022) to 28.6% (2024)**.
- Notable retail changes in the Town include the opening of **True Value Hardware, Ross Dress for Less, and Five Below**, while **Big Lots** and **Rite Aid** closed.
- Taxable retail sales in Paradise grew from **\$42.3 million in 2019** to **\$87.8 million in 2023**.

### Retail Spending and Demand Analysis

- Average household spending is projected to grow from **\$29,386 in 2025** to **\$73,531 by 2060**, offering significant opportunities for local retailers.
- Addressing retail leakage to outside markets is crucial, especially in categories like general merchandise and food services.

### Retail and Commercial Space Demand: CBD Focus

- The **EPS Study (2022)** anticipated **140,000 square feet** of new retail space in the Town of Paradise by **2030** with the CBD capable of supporting up to **73,000** of that total.
- **Peloton Research (2024)** has estimated remaining retail space demand of **117,285 square feet** for the Town of Paradise by **2030** with **44,395 square feet** of potential space demand for the CBD.
- Looking forward to **2060**, Peloton Research has estimated **409,556 square feet** of new retail space demand for the Town of Paradise by **2060**, with **188,219 square feet** of that total projected for the **Downtown Core**.



- The Peloton Research study identified **33.6 acres of vacant land without buildings in the CBD** (versus the 6.5 acres identified in the EPS study), which is more than adequate to support the projected retail demand of up to 200,000 square feet by 2060, utilizing only a portion of the available land in the CBD.
- The updated retail demand estimates reflect a more conservative **65% retail capture rate** and consider the significant retail leakage to Chico, which captures nearly two-thirds of taxable retail spending in Butte County. Peloton Research recommendations are aimed at reducing this leakage through targeted retail development in Paradise that meets local consumer needs, focusing on building a vibrant, pedestrian-friendly downtown.

### Infrastructure Development as a Growth Enabler

- **Sewer System:** The completion of the sewer system by 2030 would provide a strong incentive for more intensive commercial uses, such as restaurants, cafes, brewpubs, hospitality uses, and mixed-use residential buildings to locate in the CBD. These uses are considered essential to a vibrant downtown.
- **Road, Sidewalk, and Streetscape Improvements:** The existing upgraded roads, sidewalks, and pedestrian amenities within the CBD enhance accessibility, making it more attractive to developers, businesses, and visitors.
- **Reduced Costs:** The presence of sewer and street improvements means developers can bypass significant infrastructure costs, which often serve as a barrier to development in smaller communities.

### Potential Uses for the CBD

- Peloton Research identified potential retail and commercial uses for the CBD, aiming for up to 200,000 square feet of development by 2060. These include:

**Proposed Uses by Business Type**  
 Town of Paradise CBD  
 2025 to 2060

Business Type	Square Footage Range	No. of Locations	CBD Sq. Feet
Food Co-Op / Specialty Grocery Store	10,000 - 15,000	1	15,000
Café / Coffee Shop	1,200 - 2,000	3	6,000
Community Health and Wellness Center	8,000 - 10,000	1	10,000
Outdoor Recreation Supply Store	7,000 - 10,000	1	10,000
Artisan Market / Craft Store	4,000 - 6,000	1	6,000
Small-Scale Entertainment Venue	5,000 - 10,000	1	10,000
Retail Incubator / Pop-Up Space	7,000 - 10,000	1	10,000
Boutique Hotel / Bed & Breakfast	20,000 - 25,000	1	25,000
Co-Working Space / Office Suites	10,000 - 12,000	1	12,000
Destination Restaurant / Brewpub	8,000 - 12,000	1	12,000
Personal Service & Studio Spaces	12,000 - 15,000	12	15,000

Source: Peloton Research + Economics, 2024

These uses are designed to cater to both local residents and visitors, create employment opportunities, and provide a diverse range of retail, service, and community-oriented offerings. The aim is to enhance the appeal of the CBD as a destination while addressing community needs.

## 2. Population and Household Growth: Updated Projections to 2060

### BCAG Revisions

The findings in this report incorporate the updated population and household growth projections released by the **Butte County Association of Governments (BCAG)** in **March 2023**, which significantly revised the earlier post-Camp Fire projections (2018-2045) that formed the basis for 2030 population figures used by EPS. The revisions for 2022 to 2045 highlight the challenges Paradise has faced in rebuilding and a slowing pace of recovery compared to original estimates. **Table 1** shows the difference in Population and Housing Unit estimates between the two forecast periods.

**Table 1**

**Changes in BCAG Forecast Numbers to Year 2045**  
 2018 vs 2022 Base Year Population and Housing Unit Figures  
 Town of Paradise

#### Population Forecast

Forecast Period	2020	2025	2030	2035	2040	2045
Population 2018-45	4,631	14,101	18,867	21,446	22,562	23,503
Population 2022-45	4,710	11,024	13,356	15,088	15,324	15,491
<b>Difference =</b>	<b>79</b>	<b>(3,077)</b>	<b>(5,511)</b>	<b>(6,358)</b>	<b>(7,238)</b>	<b>(8,012)</b>

#### Housing Unit Forecast

Forecast Period	2020	2025	2030	2035	2040	2045
Housing Units 2018-45	1,766	4,851	5,860	6,624	7,018	7,310
Housing Units 2022-45	2,436	5,297	6,417	7,249	7,362	7,443
<b>Difference =</b>	<b>670</b>	<b>446</b>	<b>557</b>	<b>625</b>	<b>344</b>	<b>133</b>

Source: BCAG - Post-Camp Fire Growth Forecast 2018-2045, Regional Growth Forecasts 2022-2045; Peloton Research + Economics, 2024

### BCAG Revised Population and Housing Unit Forecasts

- **BCAG (2018-2045 forecast)** initially projected that Paradise would reach **18,867** residents by **2030** and **23,503** by **2045**. New figures for 2022-2045 show:
  - Population by **2025** revised to **11,024** (down by **3,077** from initial estimates).
  - Population by **2030** revised to **13,356** (a reduction of **5,511** from previous forecast).
  - Population by **2045** revised to **15,491** (a reduction of **8,012** compared to the original forecast).

- BCAG made changes to population figures to be more in-line with DOF estimates and forecasts.
- BCAG adjusted housing unit counts upward from previous forecasts. BCAG (2018-2045 forecast) projected 5,860 housing units by 2030 and 7,310 by 2045. New figures from their 2022-2045 forecast show:
  - Housing units by **2025** revised to **5,297** (up by **446** from initial estimates).
  - Housing units by **2030** revised to **6,417** (up by **557** from previous forecast).
  - Housing units by **2045** revised to **7,443** (an increase of **133** units compared to the original forecast).
- BCAG adjusted household sizes downward to reconcile the change in population with the projected growth in housing units.

**Population Projections (2024-2060) – Peloton Research**

Using the updated BCAG data for Paradise and DOF State-level projections for Butte County as a foundation, Peloton Research extended population projections through **2060 (See Table 2):**

- **2024 Population Estimate: 10,691** residents (per **DOF** estimate January 1, 2024).
- **Projected Growth:**
  - **14,637 residents by 2030:** Peloton Research is projecting higher growth than that in BCAG’s 2023 update, though these figures remain conservative and account for rising cost constraints in the market.
  - **26,573 residents by 2060:** Reflecting long-term recovery and potential acceleration post-2030 enabled by an operational wastewater system.

**Table 2**

**Paradise Household Population Projection  
 2024 to 2060**

Household Counts	2024 [1]	2025	2030	2035	2040	2045	2050	2055	2060
<b>Household Population =</b>	10,691	11,797	14,637	16,672	18,477	20,501	22,525	24,549	26,573
<b>Total Households =</b>	4,124	4,719	6,099	7,249	8,399	9,319	10,239	11,159	12,079
<b>New Households Per Period =</b>	317	595	1,380	1,150	1,150	920	920	920	920

[1] Population estimate for 2024 from DOF Official State Estimates, January 1, 2024.

Source: Peloton Research + Economics, 2024

**Housing Units and Household Projections (2024-2060) – Peloton Research**

- **Current Housing Units (2024):** Paradise had **4,779** housing units by **2024**, an increase from **2,323** units at the beginning of **2019**. This growth reflects new single-family homes and multi-family units added since the Camp Fire.

- **Household Size Adjustments:** The average household size has been adjusted based on updated estimates. Previous projections by BCAG assumed household sizes would reach 3.24 persons per household by 2035, but recent data revised this down to 2.5 persons per household in 2025, stabilizing at 2.2 persons per household from 2036 to 2060.
- **Future Housing Units by 2060:** An adjustment to annual housing unit and household counts was also made to reflect future changes in the number of units delivered over 35 years (shown in the following table as occupied housing units delivered per year):

**Base Assumptions for Population & Household Projections**  
 Peloton Research + Economics  
**Town of Paradise**  
**2025 to 2060**

Forecast Time Period	New Units Per Year	Vacancy Rate %	Average HH Size
2025	400	8%	2.5
2026-2030	300	8%	2.4
2031-2035	250	8%	2.3
2036-2040	250	8%	2.2
2041-2045	200	8%	2.2
2046-2050	200	8%	2.2
2051-2055	200	8%	2.2
2056-2060	200	8%	2.2

Note: New units shown as occupied units or households.

- Peloton Research projects 400 occupied units annually from 2025, decreasing gradually to 200 units per year by 2041-2060 as access to easily buildable lots and land becomes more challenging.

These revised household projections provide a more conservative yet realistic outlook for residential recovery and growth. Peloton Research has extended the forecast to 2060 to account for future infrastructure improvements, an evolving economic landscape, opportunities for infill development, and long-term rebuilding timeline.

### 3. Retail Market Conditions in Paradise (2022-2024)

#### 3.1 National Market Conditions

- **COVID-19 Impacts:** Nationally, the retail and commercial sectors have been heavily influenced by the COVID-19 pandemic, which disrupted traditional retail patterns. Online retail gained significant market share, leading to a decline in foot traffic at physical retail locations.
- **Recovery Trends:** The Federal Reserve’s tightening monetary policy has also affected commercial leasing, as interest rate increases have made financing more expensive, impacting new developments. Despite these challenges, retail markets are showing signs of adaptation, with a focus on experiential retail and community-based commercial hubs.



- **Labor Costs and Supply Chains:** Rising labor costs and supply chain disruptions have increased the operational costs for businesses, which directly impacts the profitability and growth potential of small retail operators, particularly in rural areas like Paradise.

### 3.2 Market Conditions in Paradise

- **Post-Fire Recovery:** Since the 2018 Camp Fire, Paradise has shown stronger than expected growth, due in part to new roadway infrastructure, schools, and an active building community delivering competitively priced housing units to a diverse range of household types.
- **Current Retail Conditions:** As of 2024, Paradise has shown positive signs of retail recovery, with a rise in retail occupancies and the arrival of several key retailers, such as True Value Hardware and Grocery Outlet. However, the overall retail/commercial landscape is still impacted by retail leakage to Chico, which continues to capture a majority of regional spending in Butte County.

### 3.3 Retail Space Demand and Occupancy Status

- Retail market conditions in Paradise have undergone changes since the initial study conducted by EPS in 2022. The EPS Study reported a total of 551,675 square feet of retail space, with an overall **vacancy rate of 40%**. The Peloton Research Study (2024) updated the data as follows:
  - **Occupied space** increased from 331,013 square feet (2022) to 395,152 square feet (2024).
  - **Vacant space** decreased from 220,662 square feet (2022) to 158,181 square feet (2024).
- In September 2024, Peloton Research revisited the list of retail spaces and surveyed the properties to update their occupancy status. Occupied space increased to 395,152 square feet while **the vacancy rate declined significantly from 40% to 28.6%**. See **Table 3** for 2022 vs 2024 comparison.

**Table 3**  
**Retail Space Occupancy Status**  
**Town of Paradise**  
 2022 & 2024 Comparison

Retail Space Status	EPS/CoStar	Peloton
	2022 Analysis	9/2024 Survey
Occupied (Sq. Ft.)	331,013	395,152
Vacant (Sq. Ft.)	220,662	158,181
Total in Survey (Sq. Ft.)	551,675	553,333
<b>Vacancy Rate (%)</b>	<b>40.0%</b>	<b>28.6%</b>

Source: *Commercial Market Analysis*, EPS, 2022; Peloton Research, 2024

- A number of large vacant spaces in the 193,070 square foot **Paradise Plaza Shopping Center** and the empty **Paradise Cinema** building were key contributors to the vacancy at that time.
- More notable changes in occupied space include a new **True Value Hardware** store to replace the Holiday Market space in Paradise Shopping Center, the addition of **Ross Dress for Less** and **Five Below** stores to the Paradise Plaza shopping center.
- Significant new vacancies include the loss of **Big Lots** at Paradise Plaza, and the loss of **Rite Aid** at 6007 Clark Rd., among others.

See **Appendix** for list of store openings, closures, and vacant spaces from survey.

- A limited number of retail spaces in vacant buildings are located in the Paradise Central Business District (CBD), including the 9,210 square foot former **Skyway Feed and Pet Supply** store at 5990 Foster Rd.



- Retail properties in the **Secondary Market**, comprised entirely by **Magalia** properties in the **2022** commercial analysis, were reported by CoStar to have a **vacancy of 70%** (62,439 square foot vacant out of 89,214 square feet available).
- Peloton Research completed a survey of retail properties in Magalia in **August 2024** and found **100% occupancy** of 93,851 square feet in the market (Notes: the list of properties was not exhaustive, though many properties on the original CoStar list were either non-existent parcels, vacant land, or residential homes).

- Despite headwinds in the retail markets during and following the Covid Pandemic, Magalia’s retail market is showing solid signs of recovery with local support.
- Asking retail lease rates in Paradise vary based on size of space size, quality, age, and location. Surveyed lease rates currently range \$0.75 to \$1.89 per square foot. These rates are competitive in Butte County and favor potential tenants looking for existing space. **Note: the relatively low asking rents in Paradise makes the construction of new retail spaces at current building costs challenging.**

These improvements in occupancy reflect recent retail openings and show progress in filling vacant retail spaces. However, challenges remain, particularly concerning the impact of retail leakage to nearby markets like **Chico**.

### 3.4 Retail Leakage to Chico

- **Chico** serves as a major retail hub for **Butte County**, capturing **62% of total taxable retail sales**. Paradise retains a relatively small share of retail activity, leading to substantial retail leakage.
- In specific categories, such as Food Services & Drinking Places, Clothing & Accessories, and General Merchandise, **Chico captures more than 70%** of spending within Butte County.

**Table 4** shows total taxable retail spending for the City of Chico and Town of Paradise and their percentage share of Butte County sales in 2023.

**Table 4**

**Share of Butte County Total Taxable Retail Sales  
City of Chico and Town of Paradise  
2023**

Business Category	Chico Share		Paradise Share	
	2023 Taxable \$	% of County	2023 Taxable \$	% of County
Motor Vehicle and Parts Dealers	\$312,280,789	68.6%	\$7,368,104	1.6%
Home Furnishings and Appliance Stores	\$98,019,062	66.3%	\$2,951,860	2.0%
Building Mtrl & Garden Equip. & Supplies	\$210,165,814	54.2%	\$14,579,737	3.8%
Food and Beverage Stores	\$124,295,908	59.9%	\$12,110,030	5.8%
Gasoline Stations	\$142,185,204	52.5%	\$18,095,438	6.7%
Clothing and Clothing Accessories Stores	\$144,588,534	76.6%	\$1,558,389	0.8%
General Merchandise Stores	\$287,721,432	74.4%	\$5,326,375	1.4%
Food Services and Drinking Places	\$287,547,865	72.5%	\$12,485,027	3.1%
Other Retail Group	\$214,154,368	43.0%	\$13,316,740	2.7%
<b>Total Retail and Food Services</b>	<b>\$1,820,958,976</b>	<b>62.0%</b>	<b>\$87,791,700</b>	<b>3.0%</b>
All Other Outlets	\$649,390,314	46.4%	\$14,823,716	1.1%
<b>Total All Outlets</b>	<b>\$2,470,349,290</b>	<b>56.9%</b>	<b>\$102,615,416</b>	<b>2.4%</b>

Source: California Department of Taxation and Fee Administration (CDTFA); Peloton Research, 2024



- In 2023, Paradise contributed 3% of the County's taxable sales in the retail and food services category versus the 62% contributed by Chico. Paradise's biggest contribution was in the gasoline station business category (6.7%) thanks to on-going spending by workers during the rebuild.
- Reducing the leakage to Chico, especially in the apparel and food and service categories. will be critical to supporting the development of Paradise's retail market.
- *A positive trend not yet reflected in the 2023 taxable sales data is the impact of sales from the new **Ross Dress for Less**. Sales at the store are expected to more than double current tax revenue from apparel sales in the Town of Paradise in 2024 and 2025.*

#### 4. Taxable Retail Sales Activity – Paradise (2015 through 2Q 2024)

Table 5 provides a historical review of taxable retail sales in the Town of Paradise from 2015 until the end of the 2<sup>nd</sup> Quarter of 2024. The devastating impacts of the Camp Fire can be seen in the years 2019 and beyond. The following are some highlights of the data and trends presented in this Table with special focus on the impacts of average household spending during the rebuilding process.

##### 4.1 General Trends:

- **Overall Decline in Sales (2018):** The data highlights the substantial economic impact of the Camp Fire in 2018. There is a clear and steep drop in total retail sales from \$145 million in 2017 to just \$42 million in 2019, representing a significant contraction in the retail economy during this period.
- **Recovery (2020-2023):** From 2020 onward, the Town of Paradise began showing signs of recovery in taxable retail sales. By 2023, total taxable sales for all outlets reached approximately \$102 million, more than double the post-fire figures in 2019 but still below pre-fire levels.
- **Growth in Key Categories:** Key categories such as Building Materials and Garden Equipment, Food and Beverage Stores, and Food Services and Drinking Places demonstrated strong growth post-fire. For example, sales in building materials jumped from \$5.5 million in 2019 to nearly \$14.6 million in 2023, likely due to the rebuilding process in the town. Similarly, food services grew steadily from \$2.3 million in 2019 to \$12.5 million by 2023, indicating growing demand as the population returned and more businesses reopened.
- **Sustained Growth in Gasoline Sales:** The Gasoline Stations category remained relatively stable post-fire and has consistently been a significant portion of total retail sales, even through 2023.
- **Significant Decline in Other Categories:** Categories like Clothing and Clothing Accessories Stores have struggled to recover, reflecting the broader challenges the Town of Paradise faces in rebuilding and attracting discretionary retail spending.

#### 4.2 Per Household Sales Composition (2018 vs. 2023):

- **Overall Sales Per Household:** The data shows a substantial increase in overall sales per household, which jumped from **\$12,572** in **2018** to **\$26,954** in **2023**. This reflects a more than twofold increase, driven by higher per capita retail activity in a market with fewer residents and possibly due to rebuilding and reconstruction efforts that increase local demand for certain products (like building materials and gasoline).
- **Building Materials & Garden Equipment Sales:** The increase in sales per household for **Building Materials** from **\$1,169** in 2018 to **\$3,830** in 2023 highlights the critical role of the rebuilding process. It suggests that a significant portion of household spending was directed toward reconstruction efforts.
- **Gasoline Sales:** The taxable gasoline sales per household also show notable growth, from **\$2,791** in 2018 to **\$4,753** in 2023. This increase reflects the higher commuting rates and likely the return of workers and businesses to Paradise as infrastructure improved.
- **Food and Beverage Stores:** Another key takeaway is the steady growth in sales per household in the **Food and Beverage** category, rising from **\$1,403** per household in 2018 to **\$3,181** in 2023. This indicates a return to more stable consumer patterns, with residents purchasing more food and beverages locally as the population recovers.
- **Discretionary Spending Decline:** The growth in categories such as Clothing and Accessories and General Merchandise Stores has been more subdued, reflecting lower local demand for non-essential goods. For example, **Clothing sales** saw modest growth in per-household spending, from just **\$55** in 2018 to **\$409** in 2023, still indicating slow but improving recovery in discretionary spending.

#### 4.3 Key Insights:

- **Recovery Fueled by Rebuilding:** The growth in specific categories, such as building materials and gasoline, can largely be attributed to the ongoing reconstruction of Paradise post-fire. These industries are directly tied to the reconstruction efforts, which have spurred sales growth.
- **Challenges in Discretionary Spending:** Despite some recovery in essential categories like food and gasoline, categories tied to discretionary spending—such as Clothing and General Merchandise—have been slower to recover, showing lower per-household spending levels. This suggests that while essential services are stabilizing, Paradise has more work to do in fostering broader retail recovery, especially in attracting visitors or reestablishing demand for discretionary goods.
- **Retail Sales Per Household:** The significant increase in retail sales per household underscores the reliance on smaller populations making higher-value transactions as rebuilding continues. However, this may also indicate a lack of competition in some sectors, with fewer businesses capturing a larger share of limited consumer spending.

Table 5

Town of Paradise  
Annual Taxable Retail Sales by Business Type [1]  
2015 through 2Q 2024

Business Type	2024										Sales % Per HH [4]	2018	2023	2023	Sales \$ Per HH [4]
	2015	2016	2017	2018	2019	2020	2021	2022	2023	1st 6 Months					
Motor Vehicle and Parts Dealers	\$11,139,450	\$11,110,785	\$11,908,275	\$11,486,063	\$5,757,190	\$5,732,267	\$6,405,132	\$6,860,977	\$7,368,104	\$3,316,625	8.0%	7.2%	\$898	\$1,935	
Home Furnishings and Appliance Stores [2]	\$4,542,671	\$5,455,816	\$6,108,336	\$4,885,352	\$2,262,309	\$3,442,904	\$3,270,759	\$3,107,221	\$2,951,860	\$0	3.4%	2.9%	\$366	\$775	
Building Mtrl. & Garden Equip. & Supplies Dealers	\$14,513,176	\$14,762,058	\$15,485,641	\$13,694,992	\$5,516,028	\$9,863,901	\$11,767,338	\$13,330,304	\$14,579,737	\$7,893,528	9.5%	14.2%	\$1,169	\$3,830	
Food and Beverage Stores	\$17,410,721	\$18,307,899	\$19,903,929	\$18,578,338	\$5,135,946	\$7,561,047	\$8,785,259	\$11,649,341	\$12,110,030	\$6,027,604	12.9%	11.8%	\$1,403	\$3,181	
Gasoline Stations [3]	\$34,640,025	\$31,733,922	\$33,937,511	\$33,529,779	\$8,801,848	\$11,523,128	\$18,091,124	\$18,093,281	\$18,095,438	\$9,326,615	23.4%	17.6%	\$2,791	\$4,753	
Clothing and Clothing Accessories Stores	\$682,805	\$651,585	\$551,040	\$513,513	\$276,117	\$210,817	\$258,879	\$338,468	\$1,558,389	\$1,626,680	0.4%	1.5%	\$55	\$409	
General Merchandise Stores	\$14,475,876	\$13,718,903	\$12,531,049	\$8,838,931	\$1,180,193	\$1,900,801	\$2,124,713	\$3,027,738	\$5,326,375	\$2,463,030	6.2%	5.2%	\$1,166	\$1,399	
Food Services and Drinking Places	\$24,814,794	\$25,116,317	\$26,366,953	\$23,226,357	\$2,303,930	\$5,113,721	\$8,155,417	\$11,579,137	\$12,485,027	\$6,235,585	16.2%	12.2%	\$1,999	\$3,279	
Other Retail Group	\$17,686,649	\$17,836,755	\$18,257,413	\$16,259,174	\$11,019,037	\$12,337,711	\$17,180,701	\$16,683,750	\$13,316,740	\$7,093,053	11.3%	13.0%	\$1,425	\$3,498	
<b>Total Retail and Food Services</b>	<b>\$139,906,167</b>	<b>\$138,694,040</b>	<b>\$145,050,147</b>	<b>\$131,012,499</b>	<b>\$42,252,598</b>	<b>\$57,686,297</b>	<b>\$76,039,322</b>	<b>\$84,670,217</b>	<b>\$87,791,700</b>	<b>\$43,982,720</b>	<b>91.3%</b>	<b>85.6%</b>	<b>\$11,273</b>	<b>\$23,061</b>	
All Other Outlets	\$16,123,169	\$16,843,066	\$16,285,329	\$12,518,377	\$5,459,803	\$5,195,741	\$8,044,963	\$14,781,355	\$14,823,716	\$7,326,931	8.7%	14.4%	\$1,299	\$3,894	
<b>Total All Outlets</b>	<b>\$156,029,336</b>	<b>\$155,537,106</b>	<b>\$161,335,476</b>	<b>\$143,530,876</b>	<b>\$47,712,401</b>	<b>\$62,882,038</b>	<b>\$84,084,285</b>	<b>\$99,451,572</b>	<b>\$102,615,416</b>	<b>\$51,309,651</b>	<b>100.0%</b>	<b>100.0%</b>	<b>\$12,572</b>	<b>\$26,954</b>	

Source: California Department of Tax & Fee Administration (CDTFA); Peloton Research + Economics, 2024

[1] Taxable sales reported by the CDTFA vary slightly from that internally reported by the Town of Paradise, Finance Department due to timing of some taxable income receipts and late collections.

[2] Home Furnishings and Appliance Store sales in 2021-2023 were not disclosed to confidentially (small number of operators present) so estimates were imputed using 2020 base taxable sales figures carried forward at a 5% annual declining rate. Sales for the first 6 months of 2024 were kept repressed and sales activity added to Other Retail Group.

[3] Gasoline Station sales were not disclosed for 2022, so a sales estimate was imputed average the 2021 and 2023 sales.

[4] Occupied households in 2018 = 12,411 and 2023 = 3,807.

These trends should inform future development strategies aimed at continuing the town's economic recovery while expanding retail offerings to support broader, more diversified economic growth. Successful expansion of sales in the Clothing and Clothing Accessories category in the Town, beyond that of spending seen during 2015 through 2022, shows categories with underserved or overlooked demand can be filled with improved retail offerings.



## 5. Retail Spending and Space Demand Analysis

**5.1. Paradise Resident Retail Spending.** Retail spending in Paradise is influenced by both local household incomes, spending percentage, and regional dynamics. These factors were reviewed historically to examine local resident spending on an annual basis. Assumptions can be made regarding how much local retail and commercial operations capture of the average household income of local residents annually. New households are assumed to spend at a similar rate over time with incomes adjusted to inflation. New household growth can translate into increased demand for new retail and services. Understanding how much of this growth will occur over time helps prospective examine where opportunities may exist to meet demand.

Some primary findings regarding Paradise resident incomes and spending are identified as follows:

- Based on a review of Census American Community Survey data, the average household income was estimated as \$74,432 in 2022. Using CPI adjustments for 2023 (up 5.1%) and 2024 (up 4.2%), average household incomes were estimated as \$78,228 in 2023 and \$81,514 in 2024.
- A review of annual household retail spending by Paradise residents revealed the following estimate for 2025 (**Table 6**):

**Table 6**  
**Town of Paradise**  
**Retail Demand by Industry**  
**In 2025 Dollars [1]**

Industry Sector of Business	Average Spending Per Household [2]	Total Retail Spending Potential	% of Household Spending
Motor Vehicle & Parts Dealers [3]	\$462.50	\$2,182,523	2.0%
Furniture and Home Furnishings Stores	\$914.71	\$4,316,526	4.0%
Electronics and Appliance Stores	\$256.94	\$1,212,484	1.1%
Bldg Material & Garden Equipment & Supplies Dealers	\$1,325.09	\$6,253,120	5.8%
<b>Food and Beverage Stores</b>	<b>\$4,698.60</b>	<b>\$22,172,673</b>	<b>20.7%</b>
Health and Personal Care Stores	\$691.45	\$3,262,968	3.0%
<b>Gasoline Stations</b>	<b>\$3,000.79</b>	<b>\$14,160,710</b>	<b>13.2%</b>
Clothing and Clothing Accessories Stores	\$933.96	\$4,407,378	4.1%
Sporting Goods, Hobby, Music, and Bookstores	\$382.59	\$1,805,439	1.7%
<b>General Merchandise Stores</b>	<b>\$3,638.54</b>	<b>\$17,170,260</b>	<b>16.0%</b>
Miscellaneous Store Retailers	\$527.21	\$2,487,893	2.3%
Nonstore Retailers	\$2,361.68	\$11,144,764	10.4%
<b>Food Services &amp; Drinking Places</b>	<b>\$3,509.07</b>	<b>\$16,559,312</b>	<b>15.5%</b>
<b>Totals =</b>	<b>\$22,703</b>	<b>\$107,136,051</b>	<b>100.0%</b>

Source: Esri 2024 Consumer Spending databases derived from the 2021 and 2022 Consumer Expenditure Surveys, Bureau of Labor Statistics and industry estimates derived from 2017 U.S. Economic Census. Peloton Research + Economics, 2024

[1] 2022 base year spending dollars indexed to 2025 forecast, CPI-U California Index, All Urban Consumers, 2022-2025, DOF May 2024.

[2] Total and average household spending figures were based on consumer economic survey data applied to the forecast of 4,719 households in Paradise in 2025.

[3] Motor Vehicle & Parts Dealers is shown without vehicle purchases. Only parts & repairs included.

- Inflation adjusted household spending shows Paradise residents are expected to spend approximately \$22,703 of annual income (in 2025 dollars).
- The largest retail category for spending is Food & Beverage at 20.7%, General Merchandise Stores at 16%, and Food Service & Drinking Places (15.5%).
- Total retail spending by local households was \$51.2 million based on 2,257 households at the time of the 2022 survey, though this figure is expected to grow to \$107.1 million by 2025, based on a projected 4,179 households in Paradise.
- It's important to note a considerable percentage of this spending does not occur in Paradise due to leakage to other markets, primarily Chico.

**5.2. Paradise Retail and Commercial Space Demand.** The projected demand for retail and commercial space in the Paradise has been revised in the Peloton Research Study (2024):

- The **EPS Study (2022)** estimated demand for **140,000 square feet** of new retail space in Paradise by 2030. Peloton Research determined **117,285 square feet** of demand remains for the Town to 2030.
- Peloton Research estimates **409,556 square feet** of new retail space demand will be needed in Paradise by 2060.
- The **Downtown Core** is projected to capture approximately **188,219 square feet** of retail and commercial uses by 2060.

This extended forecast considers the pace of population growth, and revised household income projections. With an increased focus on making Paradise's downtown area a central hub for community activity, the CBD is projected to capture a significant portion of this retail space demand.

The new projections are based on household growth outlined earlier in Table 2. Key adjustments to the EPS forecast include a lower local capture percentage of 65% of household spending, more in-line with historic spending levels. Local households are expected to spend 35% of annual income on retail and commercial services. The CBD is expected to capture 30% of new retail demand generated from local spending capture in 2023 and 2024. This percentage capture for the CBD increases to 50% from 2035 to 2060 due to the amount of currently available vacant land, projected completion of a new wastewater system, and existing street and sidewalk infrastructure in place. **Table 7** shows potential space demand based on revised growth projections.

**Table 7**

Paradise Potential Retail Space Demand  
New Household Driven Demand at Varying Capture Rates  
2024 to 2060

	2024	2025	2030	2035	2040	2045	2050	2055	2060	
Household Counts										
Household Population =	10,691	11,797	14,637	16,672	18,477	20,501	22,525	24,549	26,573	
Total Households =	4,124	4,719	6,099	7,249	8,399	9,319	10,239	11,159	12,079	
New Households Per Period =	317	368	1,380	1,150	1,150	920	920	920	920	
Per HH Annual Retail Spending =	\$28,530	\$29,386	\$32,139	\$37,257	\$43,192	\$50,071	\$56,322	\$63,428	\$73,531	
Total New HH Annual Spend =	\$5,878,558	\$11,358,790	\$28,828,291	\$27,849,908	\$32,285,677	\$29,942,358	\$33,680,769	\$37,930,084	\$43,971,363	
Average Sales Per Sq Foot =	\$350	\$361	\$418	\$484	\$562	\$651	\$755	\$875	\$1,014	
Paradise Space Demand =	16,796	31,508	68,981	57,484	57,484	45,987	44,622	43,347	43,347	Cumulative <b>409,556</b>
Estimated Downtown Capture =	30%	30%	40%	50%	50%	50%	50%	50%	50%	
Potential DT Space Demand =	5,039	9,453	27,592	28,742	28,742	22,994	22,311	21,674	21,674	<b>188,219</b>

Source: Peloton Research + Economics, 2024



Reducing **retail leakage** is critical to retaining local spending within Paradise, particularly in categories where Chico captures a large share. Strategies to achieve this include expanding **general merchandise, apparel, and food and beverage** offerings, and enhancing the **pedestrian-friendly environment** of the CBD.

## 6. Paradise CBD Property Overview

### CBD and Moratorium Boundary

The CBD in Paradise includes a mix of commercial properties, vacant parcels, and a moratorium on residential development within a defined boundary. The Peloton Research Study reviewed the moratorium boundary to determine land use capable of supporting a walkable core, which would serve as a focal point for revitalization efforts and future growth.

### Vacant Land Analysis

The **EPS Study (2022)** originally reported **6.5 acres** of vacant land in the CBD. However, a recent review of available parcels in the CBD by Peloton Research required an update of this figure to **33.6 acres of vacant land without buildings**, significantly increasing the potential for future development. This revised estimate includes parcels that were initially overlooked or misclassified.

The **33.6 acres** of vacant land provides sufficient capacity to support **150,000 to 200,000 square feet** of projected retail and commercial development in the CBD by **2060**, using only a portion of the available land. A **Floor Area Ratio (FAR)** of **0.3** would allow for considerable flexibility, enabling a mix of uses including retail, dining, office, and community space.

#### Downtown Paradise CBD Boundary

Business sites: 17.25 acres

Single-family: 2.87 acres

Mixed-use: 0.29 acres

Multi-family: 0.69 acres

Vacant (without buildings): 33.61 acres

Vacant (with vacant buildings): 0.86 acres

TOTAL DOWNTOWN PARADISE PARCEL AREA: 55.57 acres

#### Moratorium Area – Walkable Core

Business sites: 6.35 acres

Single-family: 1.36 acres

Mixed-use: 0.29 acres

Multi-family: 0.1 acres

Vacant (without buildings): 13.61 acres

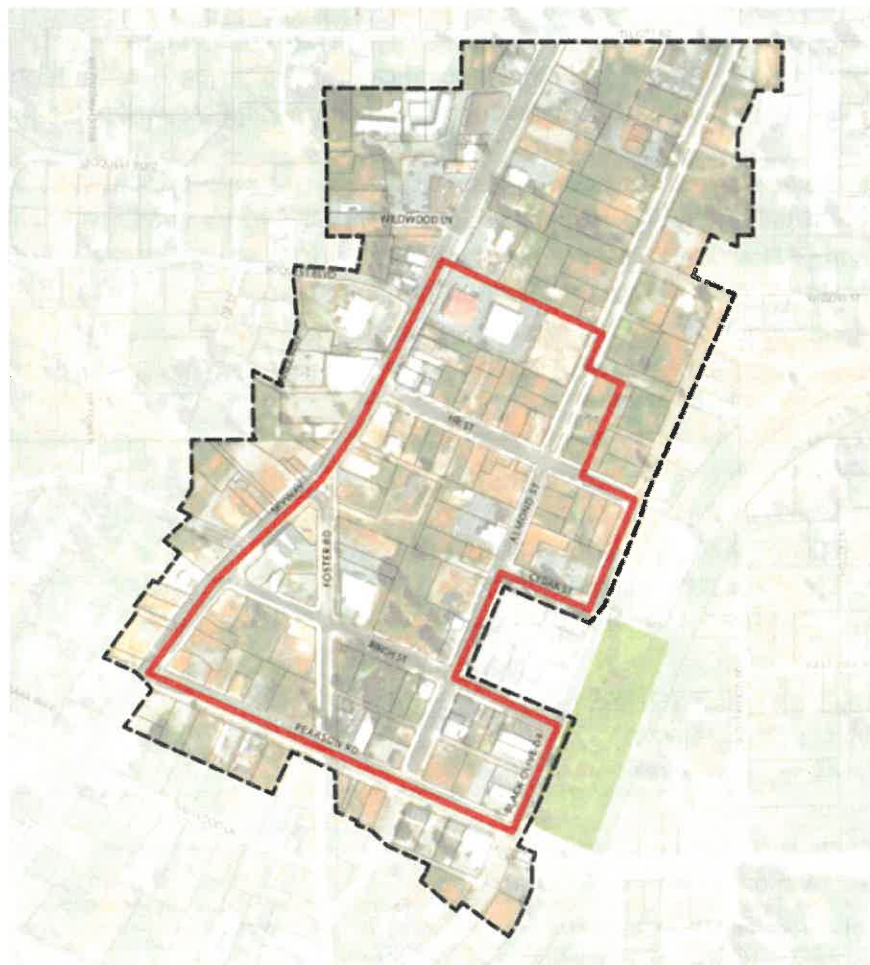
Vacant (with vacant buildings): 0.86 acres

TOTAL MORATORIUM PARCEL AREA: 22.57 acreage

- This updated estimates of acreage in the CBD and compact Moratorium Boundary are considerably greater than that reported in the EPS and reveals sufficient vacant land of 13.6 acres capable of supporting substantial commercial development in a Walkable Core (note: this is more than double the 6.6 acres of vacant land originally estimated for the entire CBD).
- The vacant land identified can support various retail and commercial uses in buildings totaling a minimum of 165,000 square feet at a low 0.3 Floor Area Ratio (FAR). More capacity is available at higher FARs and with the addition of mixed-use building types.

### Downtown Paradise Property Overview

The following is an aerial overview of the Commercial Business District with an outline of the current Interim Urgency Moratorium Boundary (black dashes) and a recommended boundary for a smaller, consolidated Moratorium Boundary to support a Walkable Development Core (red outline).



## 7. Traffic Counts and Impacts: Pre- and Post-Camp Fire

Traffic data collected by **BCAG** reveals significant changes in **Average Daily Traffic (ADT)** on major roads in Paradise, reflecting shifts in population and infrastructure use before and after the **2018 Camp Fire**.

### Pre- and Post-Fire ADT Statistics:

- **Skyway Rd.** (North of Neal Rd.): Decreased from **22,253 ADT (2017/18)** to **16,075 ADT (2022/23)**.
- **Pearson Rd.** (East of Skyway Rd.): Decreased from **9,647 ADT (2017/18)** to **6,148 ADT (2022/23)**.
- **Elliott Rd.** (East of Skyway Rd.): Decreased from **8,718 ADT (2017/18)** to **3,189 ADT (2022/23)**.

The significant reduction in average daily traffic levels has a direct impact on retail viability in the CBD. Reduced traffic implies lower visibility for retail establishments, fewer passersby, and potentially lower sales, particularly for businesses that rely on impulse visits and high visibility.

### 7.1. Impact on Retail Demand

- **Lower Traffic, Lower Sales Potential:** With ADT levels on **Skyway** reduced from **28,000** to **10,000** vehicles, the potential for retail businesses to attract customers from through traffic has declined significantly. Retailers evaluating locations in the CBD are likely to view these reduced traffic levels with some concern, particularly for businesses that rely on high visibility and accessibility.
- **Need for Community-Centric Retail:** Given the current traffic volumes, the focus for retail development should shift toward **community-centric retail**—businesses that are destination-driven rather than relying solely on passing traffic. Examples include specialty stores, local grocery stores, cafés, and services that meet the daily needs of local residents.

### 7.2. Strategic Planning for Increased Foot Traffic

- **Improving Pedestrian Traffic:** To offset reduced vehicle traffic, this study emphasizes the importance of creating a **Walkable Downtown Core (WDC)**. Investments in pedestrian infrastructure—such as attractive streetscapes, benches, and safe crossings—will help to improve foot traffic and create a more vibrant retail environment.
- **Community Events and Activations:** Hosting **community events** and **pop-up markets** can temporarily boost traffic to the CBD, helping to draw residents and visitors into the downtown area. These events will not only increase visibility for existing businesses but also create opportunities for new retailers to test the market.

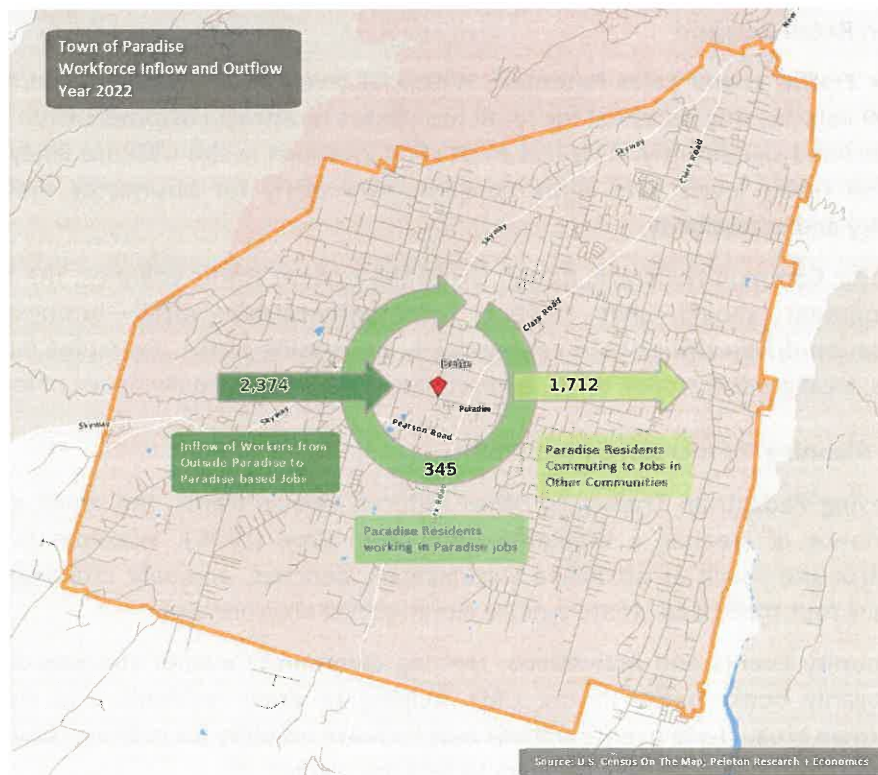


## 8. Employment and Worker Dynamics in Paradise: Current and Historical Analysis

Employment dynamics in Paradise have shifted significantly between **2018 and 2021**:

- In **2018**, **8,575 Paradise residents** were employed, with **2,133** working within Paradise itself.
- By **2021**, the number of employed residents had dropped to **2,057**, with only **345** working locally, representing a substantial decrease in local employment opportunities.
- The **2021 workforce** saw a higher influx of non-resident workers commuting to Paradise (more workers commuting in than commuting out), compensating for the local employment loss.
- The completion of a new wastewater system and improvements to public infrastructure are expected to create a favorable environment for future job growth in sectors such as **food services, retail, and professional services**.

The following diagram shows the inflow, outflow, recirculation of workers to jobs inside and outside of the Town of Paradise in 2021.



See Appendix for more information regarding Paradise industry employment and worker dynamics.

- As shown in the diagram, **2,374 workers come from outside Paradise to fill jobs in the Town**. There were 345 Paradise residents who stayed and worked in local jobs, while 1,722 held jobs in other communities outside the Town.
- In 2021, **Paradise had more workers coming into the community for jobs than leaving for jobs elsewhere**. This influx is a boost to the local economy that helps offset the loss of local residents with local jobs. Moving forward, the Town will need to focus on rebuilding major industry to promote economic stability beyond rebuilding activity. Long-term healthcare resources will be needed in the community to attract and maintain residents and with these resources comes quality paying jobs. Other opportunities are found in the attraction of more remote workers to help bring more working residents into the community as other local job opportunities develop.
- The emphasis moving forward is on supporting industry diversity to reduce the economic vulnerability of Paradise and **encourage local employment opportunities**, fostering a stronger community.

## 9. Central Business District (CBD) Operations

The CBD played an important role historically in the Town of Paradise as home to a broad range of business types and business categories (*see Appendix for a brief history of the CBD's context*). Prior to the Camp Fire, businesses in the CBD provided 10% of taxable retail sales to the Town. There are considerably fewer operators in the district at this time, though the present businesses still contribute approximately 7% of taxable sales. Peloton Research conducted a survey of businesses in the CBD and made some of the following observations:

- Peloton Research surveyed businesses in the CBD during the last week of August 2024 and found 43 operators of varying sizes located in 36 buildings within the commercial core. The majority of these businesses are located along Skyway. (*see Appendix for a current list*)
- A range of business types are located in the CBD including restaurants, apparel stores, bike shop, coffee shop, shoe store, graphic design, gifts and crafts store, secondhand store, yoga studio, tire shops, collision repair, hair and nail salons, financial advisors, hydroponic sales, storage facilities, lube and oil service, real estate offices, candy store, home furnishings, and acupuncture, among numerous others.
- The broad mix of business types and presence of important public services including the Paradise Police and Fire Departments, Building Resiliency Center, and Boys & Girls Club Teen Center help support the community environment and dynamics to facilitate and encourage new infill development in the Downtown core in the future.
- As noted previously, 31.6 acres of vacant parcels were determined, primarily along the interior streets of the CBD. More businesses were present and active on Skyway.

## 10. Short-Term Activation Strategies for the CBD (2024-2030)

Short-term strategies focus on activating the Walkable Downtown Core (WDC) to draw residents and visitors back to the CBD. Recommendations include:

- Hosting **weekly events** such as **Farmers' Markets**, **food truck gatherings**, and **outdoor entertainment**.
- Utilizing existing street and sidewalk infrastructure to create pedestrian-friendly zones, improve safety, and encourage foot traffic.
- Introducing **pop-up retail** and temporary community uses to fill vacant spaces, generate excitement, and test market demand.

These activation efforts are intended to enhance visibility, attract local visitors, and build a sense of community in the CBD as the town continues to recover. *See Diagram on following page for overview of potential activation areas.*

## 11. Long-Term Development Strategy for the Walkable Downtown Core (2030-2060)

The **long-term strategy** for the WDC is focused on transforming the area into a vibrant, mixed-use environment that caters to both residents and visitors. Key elements include:

- Encouraging mixed-use development with ground-floor retail and upper-floor residential when feasible to help provide necessary critical mass to support retail operations.
- Promoting **public plazas** and **outdoor seating** areas to foster community interaction and provide space for events.
- Emphasizing **pedestrian and cycling infrastructure**, including improved crosswalks, bike lanes, bike racks, and connections to local trails.

These strategies aim to support sustainable growth and continue to help support the broader position of Paradise as a thriving, livable community.

## 12. Rural-Oriented Mixed-Use Planning

While mixed-use development is commonly associated with urban settings, there is potential for rural-oriented mixed-use in Paradise, especially within the CBD. Key considerations include:

- Emphasizing second-floor residential units above retail spaces, which may become more feasible over time as infrastructure (e.g., sewer system) is improved.
- Recognizing that higher rents needed to support mixed-use buildings may not be immediately achievable but could become viable as the population grows and demand increases. Incubating spaces may be a necessity in the early stage of redevelopment.



### Notes on Activation Areas in the CBD

- The high number of vacant parcels along Almond Street, Fir Street, Birch Street, and Foster Road in the Downtown Commercial Business District receive limited amount of daily traffic and will require **concentrated areas of new development and increased visibility draw new economic activity.**
- The intersections of Skyway and Pearson Road, Pearson Road and Almond Street, Skyway and Fir Street, and Elliott Road and Almond Street should be focal points for new development to activate the primary entrance areas to the Commercial Business District. Monuments, signage, and other features should be located at these entrances to help establish a new identity for the district.
- The limited traffic along the interior streets and the presence of streets, sidewalks, and curbs in the Walkable Urban Core provide opportunities for outdoor public events. Early activation in the area can include weekly food truck rallies, Farmers Market (1 day per week to start), and music events.



### 13. Retail Space Demand and Programming - CBD

As discussed in previous sections, the primary objective of this study is to evaluate the potential for retail and commercial spaces in the CBD from 2024 to 2060. This findings in this study are being used to inform a new Downtown Master Plan that will help facilitate the development and redevelopment of a viable commercial core. The findings from the analysis of future commercial space demand showed approximately 188,000 square feet could potentially be provided in the CBD to meet future demand generated by community growth. Based on this figure and a review historical and recent spending activity, Peloton Research is providing the following breakdown of proposed uses by business type for the CBD to 2060:

#### 1. Food Co-Op / Specialty Grocery Store

- **Description:** A **food co-op** or specialty grocery store would serve as a community-centric destination offering locally- and regionally sourced, organic, or unique food items. This aligns with the town's desires for more healthy living and lifestyle choices.
- **Square Footage Range:** 10,000 - 15,000 sq. ft.

#### 2. Café / Coffee Shop with Outdoor Seating

- **Description:** A **café or coffee shop** with outdoor seating would provide a social hub in the CBD. This type of business encourages community engagement and caters to both locals and visitors.
- **Square Footage Range:** 1,200 - 2,000 sq. ft. (per café)

#### 3. Community Health and Wellness Center

- **Description:** A **community health and wellness center** offering fitness classes, wellness services (such as yoga, massage therapy), and perhaps a small retail section for health products would serve local residents and align with the town's emphasis on **healthy lifestyles**.
- **Square Footage Range:** 8,000 - 10,000 sq. ft.

#### 4. Outdoor Recreation Supply Store

- **Description:** This store would provide **camping gear, bicycles, fishing supplies,** and other outdoor goods, catering to the town's vision of becoming a **recreation-focused destination**. This type of retail aligns with Paradise's identity as a gateway to nature and outdoor experiences.
- **Square Footage Range:** 7,000 - 10,000 sq. ft.

#### 5. Artisan Market / Craft Store

- **Description:** An **artisan market** that showcases **local crafts, handmade goods,** and art can draw in tourists and support local artisans. It is reminiscent of the eclectic stores that previously thrived in Paradise and helps maintain the town's unique charm.
- **Square Footage Range:** 4,000 - 6,000 sq. ft.



#### 6. Small-Scale Entertainment Venue

- **Description:** A **small performance venue** for live music, community theater, or art exhibits could contribute to the cultural vibrancy of the CBD. This venue could double as a community meeting space, enhancing the social fabric of Paradise.
- **Square Footage Range:** 5,000 - 10,000 sq. ft.

#### 7. Retail Incubator / Pop-Up Space

- **Description:** A **retail incubator** that supports small businesses and **pop-up retail spaces** provides an opportunity for new, local entrepreneurs to establish their businesses. This flexibility encourages economic growth and diversity in retail offerings.
- **Square Footage Range:** 5,000 - 10,000 sq. ft.

#### 8. Boutique Hotel or Bed & Breakfast

- **Description:** A **boutique hotel or bed & breakfast** would cater to tourists, encouraging overnight stays and supporting downtown businesses. This type of use directly aligns with goals to make Paradise a tourist-friendly location.
- **Square Footage Range:** 20,000 - 25,000 sq. ft.

#### 9. Co-Working Space / Office Suites

- **Description:** A **co-working space** or **office suites** for small businesses, remote workers, and local entrepreneurs would serve to activate underutilized buildings in the CBD. It would provide professionals with shared work environments, contributing to local economic vitality.
- **Square Footage Range:** 10,000 - 12,000 sq. ft.

#### 10. Destination Restaurant or Brewpub

- **Description:** A **destination restaurant or brewpub** could serve as an anchor for the CBD, creating a draw for both residents and visitors. Such a business would help extend the time visitors spend in the area, especially if coupled with evening entertainment.
- **Square Footage Range:** 8,000 - 12,000 sq. ft.

#### 11. Personal Service & Studio Spaces

- **Description:** These spaces provide opportunities for hair and nail salons, martial arts studios, and variety of other services providing personal care and instruction to operate in the CBD.
- **Square Footage Range:** 12,000 - 15,000 sq. ft.

Additional spaces may be filled by professional business practices, including spaces for medical and dental practitioners. All of these uses can be met from 2025 to 2060 in less than 200,000 square feet of commercial and retail spaces in the CBD. The following is a summary of potential uses and their contribution to retail and commercial spaces to fit the program for the CBD.

**Proposed Uses by Business Type  
Town of Paradise CBD  
2025 to 2060**

Business Type	Square Footage Range	No. of Locations	CBD Sq. Feet
Food Co-Op / Specialty Grocery Store	10,000 - 15,000	1	15,000
Café / Coffee Shop	1,200 - 2,000	3	6,000
Community Health and Wellness Center	8,000 - 10,000	1	10,000
Outdoor Recreation Supply Store	7,000 - 10,000	1	10,000
Artisan Market / Craft Store	4,000 - 6,000	1	6,000
Small-Scale Entertainment Venue	5,000 - 10,000	1	10,000
Retail Incubator / Pop-Up Space	7,000 - 10,000	1	10,000
Boutique Hotel / Bed & Breakfast	20,000 - 25,000	1	25,000
Co-Working Space / Office Suites	10,000 - 12,000	1	12,000
Destination Restaurant / Brewpub	8,000 - 12,000	1	12,000
Personal Service & Studio Spaces	12,000 - 15,000	12	15,000

Source: Peloton Research + Economics, 2024

These uses are designed to cater to both local residents and visitors, create employment opportunities, and provide a diverse range of retail, service, and community-oriented offerings. The aim is to enhance the appeal of the CBD as a destination while addressing community needs.

**14. Public Outreach and Community Priorities**

In August 2024, Urban Design Associates (UDA), with participation from Peloton Research, held a public open house in Paradise to gather community feedback regarding the future development of the CBD. The outreach event involved interactive planning boards with questions about the downtown's future, inviting participants to contribute their thoughts, agreements, disagreements, and additional ideas on provided sticky notes. This direct community engagement provides insight into the priorities and desires of Paradise residents and serves as a foundation for the master planning process.

**14.1 Key Community Feedback from the Public Outreach Session**

The following key priorities and themes emerged from the public open house:

- **Need for "Destination" Shops for Visitors**  
Community members expressed a desire for more **destination shops** that can attract both locals and tourists. Specialty retail stores, artisan markets, and unique boutiques were identified as potential uses that could enhance the draw of downtown Paradise.
- **Walkable Streets**  
There was significant support for making the CBD **walkable**, emphasizing the need for safe, comfortable streets that are pedestrian friendly. This includes well-maintained sidewalks, crosswalks, and streetscape improvements.

- **Bistros, Cafés, and Outdoor Dining Spaces**

Participants highlighted a need for more social spaces, including **bistros**, **cafés**, and establishments that offer **outdoor dining**. A variety of places to "hang out" was noted as important to create a lively downtown atmosphere, especially during evenings.

- **Entertainment and Music Venues**

The community also voiced a desire for entertainment options, such as music venues and performance spaces, to make downtown an attractive place to visit during the evenings and weekends.

- **Shade and Trees**

Residents noted the importance of adding shade and trees to the downtown streetscape, making public spaces more comfortable during hot summer days and contributing to the natural character of Paradise.

- **Parking Considerations**

The availability of parking was mentioned as an important consideration, with participants suggesting that the parking needs of future visitors and residents be addressed in planning decisions.

#### 14.2 Alignment of Community Feedback with the Peloton Research Study Recommendations

The findings from the public outreach directly align with and support the recommendations set forth in this updated study by Peloton Research. Below is a summary of how specific feedback has been integrated into the proposed recommendations:

1. **Destination Shops for Visitors**

- This study and recommendations emphasize **specialty retail**, **artisan markets**, and **boutiques** as key elements of the CBD. These "destination" shops are designed to attract both residents and tourists, enhancing downtown's role as a regional draw.

2. **Walkable Streets**

- The concept of a **Walkable Downtown Core (WDC)** was identified in this study as part of the master planning process. Improvements include sidewalk enhancements, traffic calming measures, and the creation of a pedestrian-friendly environment to support a walkable environment.

3. **Bistros, Cafés, and Outdoor Dining**

- The study includes recommendations for developing **bistros**, **cafés**, and **restaurants with outdoor seating**. This aligns with the community's desire for more social spaces to gather, eat, and enjoy the downtown environment.

4. **Entertainment and Music Venues**

- The addition of a small-scale entertainment venue is highlighted as part of the CBD activation strategy. This venue could host live music, theater performances, or

community gatherings, directly responding to the feedback about entertainment options.

#### 5. Shade and Trees

- Streetscape improvements, including the addition of **shade trees** and **green infrastructure**, should be included as part of the master planning process for the CBD to help make it more comfortable and pedestrian friendly. These features will enhance the visual appeal of the streetscape while also providing shade.

#### 6. Parking Considerations

- Though not discussed directly as part of the market study, parking will be given serious consideration in the master planning process to help ensure that adequate spaces are available for visitors and residents. Substantial on-street parking is currently available to support current business activity. Opportunities for shared parking and designated parking lots would be future considerations to support future growth.

The community feedback gathered from the August 2024 public outreach has provided valuable insights that are being directly integrated into the master planning process for Downtown Paradise.

### 15. Alignment with Original Land Use Goals and General Plan Objectives

The Peloton Research Study (2024) aimed to ensure that recommendations for the Downtown Master Plan align with the original goals and land use objectives set in the Town of Paradise General Plan (1994) and subsequent updates in 2002 and 2007. Key alignments include:

- **Creating a Central Commercial Area:** The updated recommendations emphasize creating a distinct Walkable Downtown Core (WDC), which aligns with the original General Plan's goal of developing a Central Commercial Area with mixed-use capabilities.
- **Encouraging Tourism and Specialty Retail:** The introduction of dining, entertainment, and specialty retail aims to position Paradise as a visitor destination, fulfilling the objectives of attracting tourists and specialty uses.
- **Mixed-Use Development:** The proposed mixed-use retail and residential units align with the 2007 Land Use Policy updates, which encouraged higher-density development within the central area.
- **Expanding Recreational and Community Facilities:** Plans for new public spaces and plazas contribute to the town's identity as a lifestyle community, reflecting a high level of service in terms of open space and community-oriented development.



## Conclusion

The Peloton Research Study (2024) offers a detailed update to the commercial and retail landscape of the Town of Paradise, focusing on the Central Business District (CBD). Building upon the EPS Study (2022), this report provides revised projections and comprehensive recommendations extending to 2060. The study addresses significant changes in population dynamics, retail demand, property occupancy, and economic activity following the 2018 Camp Fire.

Key findings include:

- The CBD has the potential to accommodate 150,000 to 200,000 square feet of retail and commercial development, supported by 33.6 acres of vacant land.
- Traffic trends indicate a need for short-term activation strategies to counteract decreased ADT and drive foot traffic back to the CBD.
- Mixed-use development and pedestrian-friendly improvements are key to achieving the long-term vision for a vibrant, walkable downtown.
- The Walkable Downtown Core provides an opportunity to create a village-scale mixed-use environment that encourages local spending, new job opportunities, and growth in tourism.
- The desire of the community to create more opportunities for community events and gathering spaces to help enhance community attraction and livability.

This recent study builds on these foundational goals, adapting them to the new realities and challenges facing Paradise as it recovers from the Camp Fire.



**TOWN OF PARADISE  
DOWNTOWN MASTER PLAN  
COMMERCIAL MARKET OPPORTUNITY ASSESSMENT**

**APPENDIX**

<b>Section</b>	<b>Title</b>
A-1	Butte County and Town of Paradise Population Estimates 2014-2024
A-2	BCAG Population and Housing Unit Forecasts 2018-45 and 2022-45
A-3	CA DOF and CalTrans Forecast Comparison 2020-2050
A-4	Butte County Historical Labor Force and Unemployment Stats
A-5	Town of Paradise – Businesses and Employment by Industry
A-6	Town of Paradise – Workforce and Commute Dynamics
A-7	Town of Paradise – Business Closures and Openings
A-8	Town of Paradise and Magalia Retail Space Survey Update
A-9	Paradise Central Business District (CBD) – Business Survey – Sept 2024
A-10	Brief Historical Context of Paradise CBD
A-11	Employment and Economic Potential for Downtown Paradise
A-12	Comparative Analysis: EPS Study vs. Peloton Study Research Findings

## Section A-1

**Butte County  
California Department of Finance  
Historical Population Counts  
2014 to 2024  
Total Population**

Geography	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Chg '14 to '24
Biggs	1,837	1,920	2,095	2,129	2,171	2,260	2,076	1,989	1,991	1,951	1,853	16
Chico	85,213	85,164	84,796	85,073	85,072	101,431	100,850	103,016	105,517	107,639	109,589	24,376
Oroville	16,678	16,972	18,902	19,088	19,259	22,817	21,061	20,343	19,432	18,841	18,129	1,451
<b>Paradise</b>	<b>26,078</b>	<b>26,077</b>	<b>25,952</b>	<b>26,064</b>	<b>26,041</b>	<b>4,213</b>	<b>4,315</b>	<b>6,068</b>	<b>7,720</b>	<b>9,205</b>	<b>10,691</b>	<b>-15,387</b>
Butte Co. Incorporated	137,123	137,591	139,328	140,108	140,470	138,966	136,005	138,884	142,056	144,871	147,197	10,074
Balance of Co.	88,614	89,809	88,870	90,304	91,304	88,297	80,085	68,519	64,128	61,708	58,731	-29,883
<b>Butte County Total</b>	<b>225,737</b>	<b>227,400</b>	<b>228,198</b>	<b>230,412</b>	<b>231,774</b>	<b>227,263</b>	<b>216,090</b>	<b>207,403</b>	<b>206,184</b>	<b>206,579</b>	<b>205,928</b>	<b>-19,809</b>

Source: DOF E-5 & E-8 Reports, 2024; Compiled by: Peloton Research + Economics, 9/2024

**Town of Paradise  
Population Estimates - 2014-2024  
Data from California Department of Finance (DOF) E-5 & E-8 Reports**

Year	POPULATION			HOUSING UNITS							Vacancy Rate	Persons Per HH
	Total	Household	Group Quarters	Total	Single Detached	Single Attached	Two to Four	Five Plus	Mobile Homes	Occupied		
2014	26,078	25,670	408	13,291	9,275	368	1,069	419	2,160	12,119	8.8%	2.12
2015	26,077	25,669	408	13,360	9,345	372	1,055	422	2,166	12,179	8.8%	2.11
2016	25,952	25,544	408	13,439	9,423	376	1,044	425	2,171	12,234	9.0%	2.09
2017	26,064	25,656	408	13,533	9,501	380	1,040	428	2,184	12,342	8.8%	2.08
<b>2018</b>	<b>26,041</b>	<b>25,633</b>	<b>408</b>	<b>13,627</b>	<b>9,586</b>	<b>385</b>	<b>1,032</b>	<b>431</b>	<b>2,193</b>	<b>12,411</b>	<b>8.9%</b>	<b>2.07</b>
2019	4,213	4,213	0	2,323	1,592	36	507	188	0	2,030	12.6%	2.08
2020	4,315	4,315	0	2,436	1,667	38	520	191	20	2,118	13.1%	2.04
2020*	4,710	4,710	0	2,493	1,704	37	512	190	50	2,172	12.9%	2.17
2021	6,068	6,068	0	3,001	1,963	37	516	246	239	2,627	12.5%	2.31
2022	7,720	7,720	0	3,702	2,390	37	558	266	451	3,226	12.9%	2.39
2023	9,205	9,205	0	4,365	2,823	37	650	266	589	3,807	12.8%	2.42
<b>2024</b>	<b>10,691</b>	<b>10,691</b>	<b>0</b>	<b>4,729</b>	<b>3,134</b>	<b>49</b>	<b>664</b>	<b>274</b>	<b>608</b>	<b>4,124</b>	<b>12.8%</b>	<b>2.59</b>

\* U.S. Census Count as of 4/1/2020.

Compiled by: Peloton Research + Economics

**Household Occupancy Characteristics  
Town of Paradise  
2018 & 2022**

Household Size	2018		2022	
	Households	% of HHs	Households	% of HHs
1-person household	3,908	35.2%	1,034	34.3%
2-person household	3,910	35.2%	1,304	43.3%
3-person household	1,489	13.4%	373	12.4%
4-or-more-person household	1,811	16.3%	302	10.0%
Occupied housing units	11,118	100.0%	3,013	100.0%
<b>Households with 1- to 2- persons</b>	<b>7,818</b>	<b>70.3%</b>	<b>2,338</b>	<b>77.6%</b>

Source: American Community Survey, 5-Year Estimates, 2014-2028, Table S2501. Data is subject to margins of error. Peloton Research + Economics, 2024



## Section A-2

### Butte County Association of Governments (BCAG) Population and Housing Units Forecasts 2018-2045 compared with 2022-2045 forecasts

**Population 2018-2045  
BCAG - Post Camp Fire Study - Forecast**

Jurisdiction	2018**	2020**	2025	2030	2035	2040	2045	Total	Percent	Compounded Annual Growth Rate (CAGR) 2018-2045
								Increase	Increase	
Biggs	1,985	1,852	2,041	2,196	2,303	2,444	2,565	580	29.2%	0.95%
Chico	92,286	110,326	111,921	111,513	115,374	119,963	123,520	31,234	33.8%	1.09%
Gridley	6,863	6,402	7,332	8,085	8,547	9,128	9,602	2,739	39.9%	1.25%
Oroville	17,896	19,440	19,621	20,052	20,550	21,457	22,524	4,628	25.9%	0.86%
<b>Paradise</b>	<b>26,256</b>	<b>4,631</b>	<b>14,101</b>	<b>18,867</b>	<b>21,446</b>	<b>22,562</b>	<b>23,503</b>	<b>-2,753</b>	<b>-10.5%</b>	<b>-0.41%</b>
Unincorporated	81,088	67,640	75,040	80,621	83,046	86,466	91,237	10,149	12.5%	0.44%
Total County	226,374	210,291	230,056	241,333	251,266	262,018	272,950	46,576	20.6%	0.70%

<b>Paradise Avg HH Size =</b>	<b>2.62</b>	<b>na</b>	<b>2.91</b>	<b>3.22</b>	<b>3.24</b>	<b>3.21</b>	<b>3.22</b>
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\*\* DOF E-5 City/County Population and Housing Estimates (Updated May 2020)  
Compiled by: Peloton Research + Economics, 2024

**Population 2022-2045  
BCAG - Medium Scenario**

Jurisdiction	2020*	2022**	2025	2030	2035	2040	2045	Total	Total	Compounded Annual Growth Rate (CAGR) 2022-2045
								Increase	Increase	
Biggs	1,963	1,939	1,988	2,137	2,306	2,356	2,392	453	23%	0.92%
Chico	101,703	102,892	106,276	113,371	120,717	122,796	124,278	21,386	21%	0.82%
Gridley	7,326	7,205	7,454	8,148	8,900	9,124	9,285	2,080	29%	1.11%
Oroville	20,009	18,863	19,196	20,214	21,322	21,657	21,896	3,033	16%	0.65%
<b>Paradise</b>	<b>4,710</b>	<b>7,705</b>	<b>11,024</b>	<b>13,356</b>	<b>15,088</b>	<b>15,324</b>	<b>15,491</b>	<b>7,786</b>	<b>101%</b>	<b>3.08%</b>
Unincorporated^^	75,921	63,004	64,859	69,119	73,605	74,903	75,827	12,823	20%	0.81%
Total County	211,632	201,608	210,797	226,345	241,939	246,160	249,169	47,561	24%	0.93%

<b>Paradise Avg HH Size =</b>	<b>1.93</b>	<b>2.08</b>	<b>2.08</b>	<b>2.08</b>	<b>2.08</b>	<b>2.08</b>	<b>2.08</b>
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\* DOF E-8 City/County Population & Housing Estimate as of April 1, 2020 published May 7, 2021 and revised November 16, 2023  
\*\* DOF E-5 City/County Population & Housing Estimate published May 7, 2022  
Compiled by: Peloton Research + Economics, 2024

**Section A-2**  
*continued*

**Housing Units 2018-2045**  
**BCAG - Post Camp Fire Study - Forecast**

Jurisdiction	2018**	2020**	2025	2030	2035	2040	2045	Total Increase	Percent Increase	Compounded Annual Growth Rate (CAGR) 2018-2045
								2018-2045	2018-2045	
Biggs	692	696	729	776	830	891	936	244	35.3%	1.12%
Chico	39,810	41,738	44,651	47,495	50,497	53,718	56,106	16,296	40.9%	1.28%
Gridley	2,517	2,540	2,714	2,940	3,190	3,472	3,682	1,165	46.3%	1.42%
Oroville	7,333	7,391	7,657	8,035	8,455	8,936	9,293	1,960	26.7%	0.88%
<b>Paradise</b>	<b>13,091</b>	<b>1,766</b>	<b>4,851</b>	<b>5,860</b>	<b>6,624</b>	<b>7,018</b>	<b>7,310</b>	<b>-5,781</b>	<b>-44.2%</b>	<b>-2.13%</b>
Unincorporated	35,910	31,991	33,756	35,643	37,669	39,890	41,537	5,627	15.7%	0.54%
Total County	99,353	86,122	94,358	100,749	107,265	113,925	118,864	19,511	19.6%	0.67%

\*\* DOF E-5 City/County Population and Housing Estimates (Updated May 2020)  
Compiled by: Peloton Research + Economics, 2024

**Housing Units 2022-2045**  
**BCAG - Medium Scenario**

Jurisdiction	2020*	2022**	2025	2030	2035	2040	2045	Total Increase	Total Increase	Compounded Annual Growth Rate (CAGR) 2022-2045
								2022-2045	2022-2045	
Biggs	676	677	694	746	805	823	835	158	23%	0.92%
Chico	44,358	45,793	47,299	50,457	53,726	54,652	55,311	9,518	21%	0.82%
Gridley	2,570	2,606	2,696	2,947	3,219	3,300	3,358	752	29%	1.11%
Oroville	7,691	7,783	7,921	8,340	8,798	8,936	9,034	1,251	16%	0.65%
<b>Paradise</b>	<b>2,436</b>	<b>3,702</b>	<b>5,297</b>	<b>6,417</b>	<b>7,249</b>	<b>7,362</b>	<b>7,443</b>	<b>3,741</b>	<b>101%</b>	<b>3.08%</b>
Unincorporated^^	32,211	30,988	31,900	33,996	36,202	36,840	37,295	6,307	20%	0.81%
Total County	88,942	91,549	95,807	102,903	110,000	111,913	113,277	21,728	24%	0.93%

\* DOF E-8 City/County Population & Housing Estimate as of April 1, 2020 published May 7, 2021 and revised November 16, 2023  
\*\* DOF E-5 City/County Population & Housing Estimate published May 7, 2022  
Compiled by: Peloton Research + Economics, 2024

## Section A-2 continued

### Changes in BCAG Forecast Numbers to Year 2045 2018 vs 2022 Base Year Population and Housing Unit Figures Town of Paradise

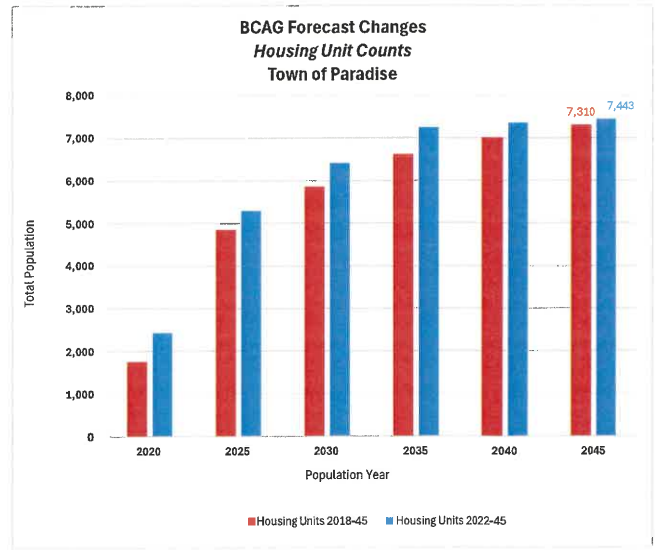
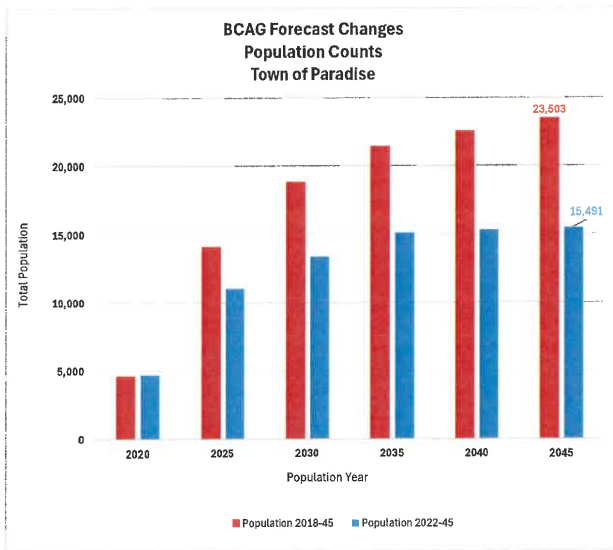
#### Population Forecast

Forecast Period	2020	2025	2030	2035	2040	2045
Population 2018-45	4,631	14,101	18,867	21,446	22,562	23,503
Population 2022-45	4,710	11,024	13,356	15,088	15,324	15,491
<b>Difference =</b>	<b>79</b>	<b>(3,077)</b>	<b>(5,511)</b>	<b>(6,358)</b>	<b>(7,238)</b>	<b>(8,012)</b>

#### Housing Unit Forecast

Forecast Period	2020	2025	2030	2035	2040	2045
Housing Units 2018-45	1,766	4,851	5,860	6,624	7,018	7,310
Housing Units 2022-45	2,436	5,297	6,417	7,249	7,362	7,443
<b>Difference =</b>	<b>670</b>	<b>446</b>	<b>557</b>	<b>625</b>	<b>344</b>	<b>133</b>

Source: BCAG - Post-Camp Fire Growth Forecast 2018-2045, Regional Growth Forecasts 2022-2045;  
Peloton Research + Economics, 2024



### Section A-3

## California Department of Finance (DOF) and CalTrans Population Forecasts Comparison of 2020 to 2050 Forecast Period

### Variations in California Department of Finance and CalTrans Population Forecasts for Butte County Comparison Period 2020 to 2050

CA Department of Finance (DOF) Report P-2A: Total Estimated and Projected Population for California and Counties: July 1, 2020 to 2060

Geography	DOF Estimates		Forecast Period								Annual Growth Rate
	2020	2022	2025	2030	2035	2040	2045	2050	2055	2060	2020 to 2050
Butte County	210,426	206,932	208,768	211,002	216,702	224,028	232,443	242,078	252,730	264,113	0.47%

DOF - Report P-2A: Population Projections by County, (2019 Baseline - Interim Update), March 8, 2024 Forecast

Caltrans Population Projections - Butte County - 2020 to 2050

Geography	DOF Estimates		Forecast Period								Annual Growth Rate
	2020	2022	2025	2030	2035	2040	2045	2050	2055	2060	2020 to 2050
Butte County	210,426	206,932	210,928	219,955	218,861	218,814	219,726	221,362	NA	NA	0.17%

CalTrans - Butte County Economic Forecast - January 8, 2024  
Compiled by: Peloton Research + Economics, 2024

## Section A-4

### Butte County and Jurisdictions Historical Labor Force and Unemployment Stats 2014 to 2023

#### Butte County Civilian Labor Force - Annual Count 2014 to 2023

Area	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Butte County</b>	<b>101,100</b>	<b>101,100</b>	<b>101,600</b>	<b>102,000</b>	<b>101,800</b>	<b>98,000</b>	<b>93,200</b>	<b>92,000</b>	<b>91,500</b>	<b>91,900</b>
Biggs city	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,000	1,000	1,000
Chico city	46,700	47,200	47,600	48,300	48,700	53,700	52,400	51,700	51,600	51,900
Concow CDP	100	100	100	100	100	100	100	100	100	100
Durham CDP	2,800	2,800	2,800	2,800	2,800	2,700	2,600	2,500	2,500	2,500
Gridley city	3,000	3,000	3,000	3,000	3,000	2,900	2,800	2,700	2,700	2,700
Magalia CDP	4,100	4,100	4,100	4,100	4,100	3,900	3,800	3,700	3,700	3,700
Oroville city	7,400	7,400	7,400	7,400	7,400	7,100	6,800	6,700	6,600	6,700
Oroville East CDP	3,100	3,100	3,100	3,200	3,100	3,000	2,900	2,900	2,800	2,800
Palermo CDP	2,100	2,100	2,100	2,200	2,100	2,100	2,000	1,900	1,900	1,900
<b>Paradise town</b>	<b>11,100</b>	<b>11,100</b>	<b>11,200</b>	<b>11,200</b>	<b>11,100</b>	<b>2,000</b>	<b>1,800</b>	<b>1,800</b>	<b>1,800</b>	<b>1,800</b>
South Oroville CDP	1,300	1,300	1,300	1,300	1,300	1,300	1,200	1,200	1,200	1,200
Thermalito CDP	2,700	2,700	2,700	2,700	2,700	2,600	2,500	2,500	2,400	2,400

#### Butte County Unemployment Rates - Annual Average (%) 2014 to 2023

Area	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Butte County</b>	<b>8.7</b>	<b>7.2</b>	<b>6.6</b>	<b>5.8</b>	<b>5.1</b>	<b>5.1</b>	<b>9.4</b>	<b>6.9</b>	<b>4.5</b>	<b>5.2</b>
Biggs city	12.1	10.1	9.3	8.2	7.1	7.2	12.9	9.6	6.3	7.4
Chico city	7.3	6	5.1	4.5	3.9	3.8	7.9	5.4	3.4	4.2
Concow CDP	6.7	5.8	5	4.9	4.1	4.2	7.2	5.5	3.6	4.5
Durham CDP	9.9	8.2	7.5	6.6	5.7	5.8	10.6	7.8	5.2	6
Gridley city	9.5	7.8	7.2	6.3	5.5	5.6	10.1	7.5	4.9	5.7
Magalia CDP	9.4	7.7	7.1	6.2	5.4	5.5	10	7.4	4.9	5.6
Oroville city	10.8	8.9	8.2	7.2	6.3	6.4	11.5	8.5	5.6	6.5
Oroville East CDP	9.9	8.2	7.5	6.6	5.8	5.8	10.6	7.8	5.2	6
Palermo CDP	9.2	7.6	7	6.1	5.3	5.4	9.8	7.3	4.8	5.5
<b>Paradise town</b>	<b>7.6</b>	<b>6.3</b>	<b>6.4</b>	<b>5.4</b>	<b>4.9</b>	<b>10.1</b>	<b>8.8</b>	<b>8.2</b>	<b>6</b>	<b>7.9</b>
South Oroville CDP	3.6	3	2.7	2.4	2.1	2.1	4	2.8	1.9	2.1
Thermalito CDP	11.2	9.3	8.6	7.5	6.5	6.6	12	8.9	5.9	6.8

Source: California Employment Development Department (EDD). Labor Market Information, March 2023 Benchmark

Note: Data are not seasonally adjusted. Totals may not add due to rounding. CDP = Census Designated Place.

Compiled by: Peloton Research + Economics, 2024

**Section A-4**

*Continued*

**Butte County Labor Force and Employment Figures**  
**Month of August 24**

**Butte County Labor Force Data**  
**Cities and Census Designated Places (CDP)**  
**August 2024 - Preliminary**  
*Data Not Seasonally Adjusted*

Area Name	Labor Force	Employment	Unemployment	
			Number	Rate
<b>Butte County</b>	92,700	86,800	5,800	6.3%
Biggs city	1,000	900	100	8.7%
Chico city	52,500	49,600	2,900	5.6%
Concow CDP	100	100	0	4.5%
Durham CDP	2,600	2,400	200	7.1%
Gridley city	2,800	2,600	200	6.8%
Magalia CDP	3,700	3,500	200	6.7%
Oroville city	6,700	6,200	500	7.8%
Oroville East CDP	2,900	2,700	200	7.1%
Palermo CDP	2,000	1,800	100	6.6%
<b>Paradise town</b>	<b>1,800</b>	<b>1,700</b>	<b>200</b>	<b>9.0%</b>
South Oroville CDP	1,200	1,100	0	2.6%
Thermalito CDP	2,500	2,300	200	8.1%

Note: CDP is "Census Designated Place" - a recognized community that was unincorporated at the time of the 2018-2022 5-Year American Community Survey (ACS).

Source: CA Employment Development Dept. - Labor Information Division 9/24



## Section A-5

### Town of Paradise Businesses and Employees by Major Industry Classification 2023

Town of Paradise Business by Industry Summary	Counts
Total Businesses:	511
Total Employees:	3,429
Total Population:	5,115
Employee/Population Ratio (per 100 Residents)	67

Business/Employer by SIC Codes	Businesses		Employees	
	Number	Percent	Number	Percent
Agriculture & Mining	27	5.3%	84	2.4%
<b>Construction</b>	<b>47</b>	<b>9.2%</b>	<b>106</b>	<b>3.1%</b>
Manufacturing	17	3.3%	77	2.2%
Transportation	18	3.5%	74	2.2%
Communication	1	0.2%	45	1.3%
Utility	1	0.2%	45	1.3%
Wholesale Trade	6	1.2%	43	1.3%
<b>Retail Trade Summary</b>	<b>97</b>	<b>19.0%</b>	<b>722</b>	<b>21.1%</b>
Home Improvement	6	1.2%	29	0.8%
General Merchandise Stores	6	1.2%	55	1.6%
<b>Food Stores</b>	<b>11</b>	<b>2.2%</b>	<b>168</b>	<b>4.9%</b>
Auto Dealers & Gas Stations	12	2.3%	72	2.1%
Apparel & Accessory Stores	2	0.4%	6	0.2%
Furniture & Home Furnishings	5	1.0%	8	0.2%
<b>Eating &amp; Drinking Places</b>	<b>23</b>	<b>4.5%</b>	<b>240</b>	<b>7.0%</b>
Miscellaneous Retail	32	6.3%	144	4.2%
<b>Finance, Insurance, Real Estate Summary</b>	<b>48</b>	<b>9.4%</b>	<b>229</b>	<b>6.7%</b>
Banks, Savings & Lending Institutions	5	1.0%	41	1.2%
Securities Brokers	9	1.8%	23	0.7%
Insurance Carriers & Agents	2	0.4%	6	0.2%
<b>Real Estate, Holding, Other Investment Offices</b>	<b>32</b>	<b>6.3%</b>	<b>159</b>	<b>4.6%</b>
<b>Services Summary</b>	<b>214</b>	<b>41.9%</b>	<b>1,825</b>	<b>53.2%</b>
Hotels & Lodging	3	0.6%	27	0.8%
Automotive Services	19	3.7%	52	1.5%
Movies & Amusements	14	2.7%	43	1.3%
<b>Health Services</b>	<b>36</b>	<b>7.0%</b>	<b>557</b>	<b>16.2%</b>
Legal Services	3	0.6%	10	0.3%
<b>Education Institutions &amp; Libraries</b>	<b>14</b>	<b>2.7%</b>	<b>659</b>	<b>19.2%</b>
Other Services	125	24.5%	477	13.9%
<b>Government</b>	<b>9</b>	<b>1.8%</b>	<b>174</b>	<b>5.1%</b>
Unclassified Establishments	26	5.1%	5	0.1%
<b>Totals</b>	<b>511</b>	<b>100.0%</b>	<b>3,429</b>	<b>100.0%</b>

Source: ESRI; Data Axle; Bureau of Labor Statistics, 2022-2024; Peloton Research + Economics

**Section A-5**  
*Continued*

**Town of Paradise**  
**Industry Employment of Workers**  
2018 & 2022 Comparison

<b>Industry of Employment</b>	<b>2018</b>	<b>2022</b>	<b>2018-22 Change</b>
Civilian employed population 16 years and over	9,788	1,932	-7,856
Agriculture, forestry, fishing and hunting, and mining	235	42	-193
Construction	646	203	-443
Manufacturing	676	151	-525
Wholesale trade	221	13	-208
<b>Retail trade</b>	<b>1,323</b>	<b>211</b>	<b>-1,112</b>
Transportation and warehousing, and utilities	396	99	-297
Information	199	50	-149
Finance and insurance, and real estate and rental and leasing	495	79	-416
Professional, scientific, and management, and administrative and waste management services	638	160	-478
<b>Educational services, and health care and social assistance</b>	<b>3,116</b>	<b>470</b>	<b>-2,646</b>
Arts, entertainment, and recreation, and accommodation and food services	971	270	-701
Other services, except public administration	503	114	-389
Public administration	369	70	-299

Source: American Community Survey (ACS), 5-Year Estimates Subject Tables, Table S2405, 2022  
Compiled by: Peloton Research + Economics, 2024



## Section A-6

### Town of Paradise Workforce Dynamics – 2018 and 2021 Comparison

**Town of Paradise**  
**Where Paradise Residents Go For Work**  
*Share of Paradise Residents Job Locations*  
*Top 10 Job Destinations for 2021*

Paradise Resident Location of Work	2018		2021	
	Count	Share	Count	Share
Chico city, CA	2,266	26.4%	623	30.3%
Paradise town, CA	2,133	24.9%	345	16.8%
Oroville city, CA	521	6.1%	154	7.5%
Butte Valley CDP, CA	208	2.4%	68	3.3%
Durham CDP, CA	147	1.7%	55	2.7%
Magalia CDP, CA	159	1.9%	40	1.9%
Sacramento city, CA	203	2.4%	33	1.6%
Yuba City city, CA	93	1.1%	32	1.6%
Redding city, CA	161	1.9%	25	1.2%
San Francisco city, CA	96	1.1%	25	1.2%
<i>Other</i>	2,588	30.2%	657	31.9%
<b>Total Jobs =</b>	<b>8,575</b>	<b>100.0%</b>	<b>2,057</b>	<b>100.0%</b>

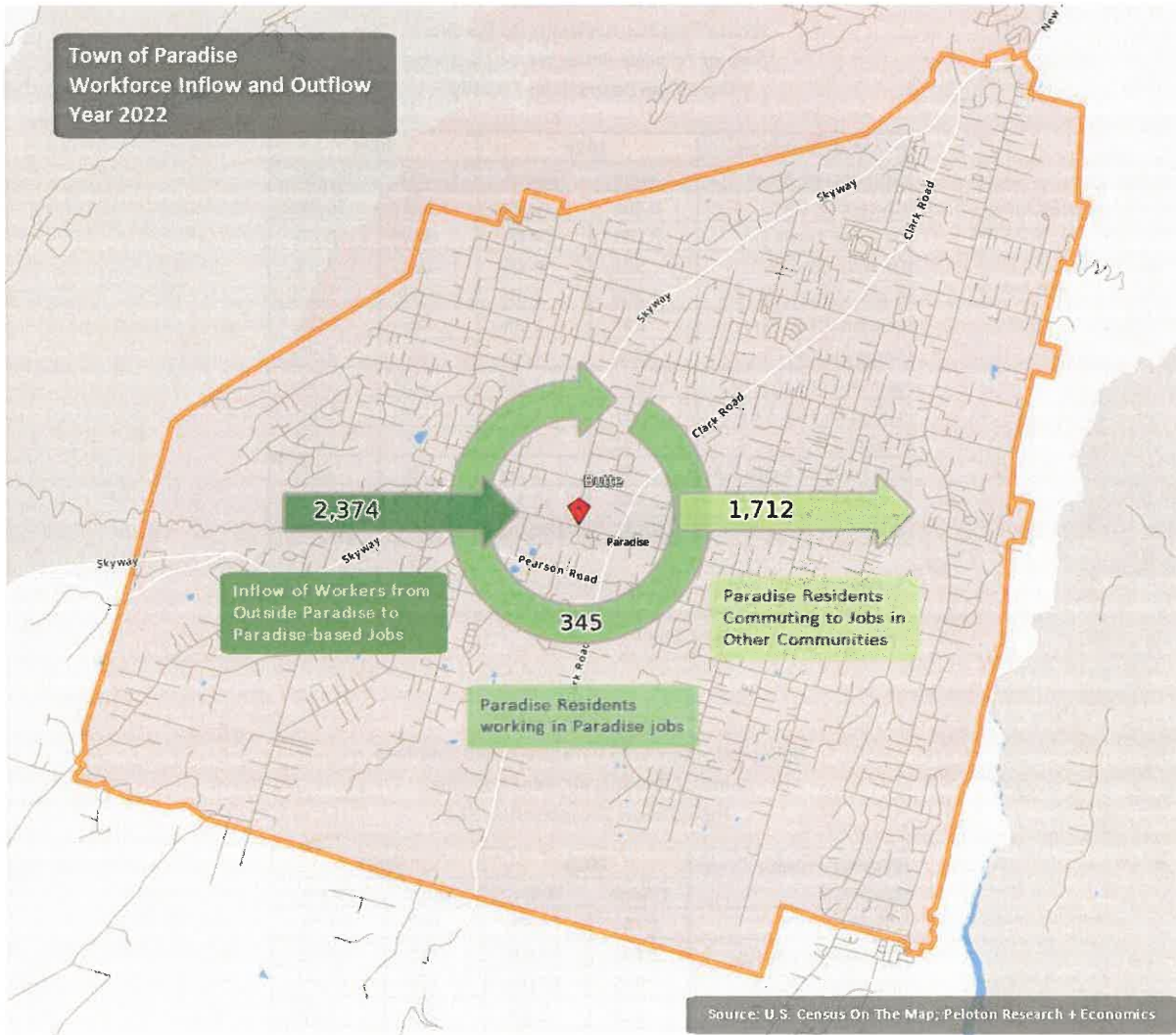
Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2021).  
Peloton Research + Economics, 2024

**Town of Paradise**  
**Where Workers with Paradise-Based Jobs Live**  
*Share of Workers by Home Location*  
*Top 10 Draw Locations for 2021*

Worker's Home Location	2018		2021	
	Count	Share	Count	Share
Chico city, CA	1,244	19.8%	667	24.5%
Paradise town, CA	2,133	34.0%	345	12.7%
Magalia CDP, CA	815	13.0%	338	12.4%
Oroville city, CA	159	2.5%	103	3.8%
Butte Valley CDP, CA	60	1.0%	52	1.9%
Durham CDP, CA	114	1.8%	50	1.8%
Thermalito CDP, CA	69	1.1%	43	1.6%
Yuba City city, CA	68	1.1%	34	1.3%
Redding city, CA	47	0.7%	33	1.2%
Orland city, CA	13	0.2%	29	1.1%
<i>Other</i>	2,796	44.6%	1,025	37.7%
<b>Total Jobs =</b>	<b>6,274</b>	<b>100.0%</b>	<b>2,719</b>	<b>100.0%</b>

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2021).  
Peloton Research + Economics, 2024

**Section A-6**  
*Continued*



## Section A-7

Since the completion of the **EPS Commercial Market Study** in **February 2022**, the retail and commercial real estate market in Paradise has experienced both setbacks and opportunities, reflecting broader trends in economic recovery as well as local factors specific to the rebuilding efforts post-Camp Fire. Below, we outline key closures, openings, and market changes that have taken place in Paradise's commercial real estate landscape, providing a snapshot of how the retail sector has evolved over the past two years.

### **Closures of Major Retailers and Businesses**

Several larger retailers and key businesses have closed their doors, contributing to significant shifts in the retail landscape. These closures have largely been driven by continued economic challenges, such as rising operational costs, including mandatory minimum wage increases and insurance premiums, as well as the ongoing shift toward online shopping. The following notable closures have impacted Paradise:

- **Holiday Market Closure:**
  - **Address: 6848 Skyway Road**
  - **Closed: January 2023**
  - Following the closure of Holiday Market, only two grocery stores remain in Paradise: **Save Mart** and **Grocery Outlet**.
- **Rite Aid Closure:**
  - **Address: 6007 Clark Road**
  - **Building Size: 17,340 square feet**
  - **Status:** Currently vacant and listed for lease or sale.
  - The closure of Rite Aid left a large anchor retail space empty in a prominent location, contributing to the local vacancy rate.
- **Chase Bank Closure:**
  - **Address: 6669 Clark Road**
  - **Building Size: 5,386 square feet**
  - **Status:** Vacant and recently put up for auction.
  - The closure of Chase Bank not only left another large building vacant but also reduced local access to banking services.
- **Big Lots Store Closure:**
  - **Address: 6646 Clark Road**
  - **Building Size: 34,034 square feet**
  - **Status:** Offered for lease, pending final store closure.
  - **Big Lots**, which was one of the larger retail operators in Paradise, announced its closure as part of a larger **bankruptcy restructuring** affecting **75 stores in California**, including locations in **Paradise** and **Chico**. This closure represents another significant loss for the retail mix in the area.

## Section A-7

### *Continued*

#### **New Store Openings and Positive Developments**

Despite these closures, there have also been several positive developments, with new store openings and businesses occupying previously vacant spaces. These openings have contributed to a gradual decline in vacancy rates and represent a shift toward a different type of retail and service offering:

- **True Value Hardware Store Opening:**
  - **Address: 6848 Skyway Road** (former Holiday Market space)
  - **Building Size: 20,900 square feet**
  - **Status:** Occupied by True Value Hardware
  - The opening of **True Value Hardware** has helped fill a large vacant space, bringing an important retail category back to the community.
- **Five Below and Ross Dress For Less:**
  - **Location: Paradise Plaza on Clark Road**
  - **Status:** Newly opened stores
  - The addition of **Five Below** and **Ross Dress For Less** has filled a gap in the market for **apparel** and **general merchandise**, adding variety to the retail options in Paradise.
- **Grocery Outlet Reopened:**
  - **Address: 6800 Skyway Road** (former CVS space)
  - **Building Size: 20,000 square feet**
  - **Status:** Reopened in **October 2021**
  - The reopening of **Grocery Outlet** has provided a more affordable grocery option for residents and helped support local access to essential goods.
- **Edward Jones Financial Advisor Office:**
  - **Address: 6311 Skyway Road** (former Knit Wits yarn supply space)
  - **Building Size: 1,520 square feet**
  - **Status:** Occupied by Edward Jones
  - This new office provides local financial services, catering to community members in need of financial planning and advice.
- **Green Paradise Café:**
  - **Address: 6201 Skyway Road**
  - **Building Size: 800 square feet** (mixed-use building)
  - **Status:** Occupied by Green Paradise Café
  - A new restaurant with a focus on **local, organic ingredients**, **Green Paradise Café** has helped add to the local food options, creating an attractive destination for both residents and visitors.

## Section A-7

### *Continued*

#### **Current Vacant Spaces in the Downtown Core**

In addition to the closures and new openings, there remain several vacant spaces in the **Downtown Core (CBD)**. Many of these properties have been on the market for some time, reflecting the challenges that come with rebuilding and attracting tenants in a rural setting:

- **5990 Foster Road:**
  - **Building Size: 9,200 square feet**
  - **Status:** Former **Paradise Feed & Pet Supply store**, available for lease.
- **605 Birch Street:**
  - **Building Size: 894 square feet** (mixed-use building)
  - **Status:** Sold in **2019** for **\$50,000**, currently vacant.
- **5337 Black Olive Drive:**
  - **Status:** Former **Ridge Therapy & Fitness** building, not listed for sale or lease.
- **770 Birch Street:**
  - **Building Size: 880 square feet**
  - **Status:** Former **Nail Salon**, interior refinished, not listed for sale or lease.
- **6333 Skyway Road:**
  - **Building Size: 2,092 square feet**
  - **Status:** Former financial services building, offered for sale at **\$275,000**.
- **6405 Skyway Road:**
  - **Building Size: 1,976 square feet**
  - **Status:** Former **Dirt to Doorknobs** business, listed for sale at **\$249,500**.
- **6268 Skyway Road:**
  - **Building Size: 1,640 square feet**
  - **Status:** Retail space between **Nic's** and **Paradise Bikes**, listed for sale at **\$359,000**.
- **6294 Skyway Road:**
  - **Building Size: 1,404 square feet**
  - **Status:** Former **gym and yoga studio**, recently sold for **\$147,000**.

## Section A-8

### Town of Paradise Vacant Space Survey Update – September 2024

Town of Paradise  
Market Analysis  
Existing Retail Supply Located in and Near the Primary Market Area

Location	Property Details	Retail Building Area Sq. Ft.	Year Built	Notes
<b>Town of Paradise</b>				
<b>Occupied Retail Space</b>				
6848 Skyway	Paradise Shopping Center (True Value Hardware, TriCounty Bank)	55,000	1965	Holiday Market replace with True Value Hardware
6636 Clark Rd	Paradise Plaza (SaveMart Grocery Store)	37,110	1978	
5720 Clark Rd	Ace Hardware	27,063	1965	
6600 Clark Rd	Paradise Plaza (Tractor Supply)	24,973	1978	
6606 Clark Rd	Paradise Plaza (Divided into Ross & Five Below)	24,522	1979	Ross & Five Below appear to take 24,522 sq ft.
5921 Clark Rd	James Square (The Patty Wagon, misc. retailers)	20,514	1979	
6800 Skyway	Grocery Outlet (Formerly CVS)	19,300	1992	
6626 Clark Rd	Paradise Plaza (Mountain Mike's, Paradise Fitness, Dollar Tree)	15,786	1978	
7576 Skyway	Walgreens	13,700	1996	
6574 Clark Rd	Dollar General	9,002	2014	
6616 Clark Rd	Paradise Plaza (Subway, Smoke Shop)	2,172	1978	
6625 Skyway	Dollar General Reopened	9,421	2013	
208 Pearson Rd	Snoop Sisters	8,300	1950	
6308 Skyway	Les Schwab Tires	8,156	1978	
7368 Skyway	O'Reilly Auto Parts	8,135	2013	
6295 Skyway	Building Resiliency Center (Former B of A)	7,881	1976	
5923 Clark Rd	Shadowbrook Plaza (Occupied Suites)	7,814	1980	Total Plaza = 9,492
7126 Skyway	Former Country Harvest Building (Leased portion)	7,650	1977	Total 9,450 in building
7967 Skyway	Debbie's Restaurant	6,200	1978	
7542 Skyway	Auto Zone	5,400	1997	
6678 Clark Rd	Bank of America	5,183	1981	
6930 Skyway	Wells Fargo	4,500	1975	
5990 Clark Rd	Now Napa Auto Parts	4,480	1983	
5995 Skyway	Big O Tires	4,439	1991	
672 Pearson Rd	Now Mechanics Bank	4,200	1976	Was Rabobank N.A.
6616 Clark Rd	Paradise Plaza (Leased Portion of 6616)	4,007	1979	Was 6,244 sq foot
6160 Center St	Former Subaru Repair - Now Warehouse/Storage	3,660	1995	
5837 Clark Rd	Laundromat	3,600	2007	
7575 Skyway	Arco Gas & Maxx for Less Mart	3,600	1982	
5835 Clark Rd	Former Westside Pizza. Under new lease. Business unknown.	3,576	2008	Was Westside Pizza
633 Pearson Rd	Treasure Cove Thrift Store	3,500	1963	
5859 Clark Rd	Taco Bell	2,520	1995	
6256 Skyway	Nic's Restaurant	2,500	1952	
6400 Skyway	Simplistic Real Estate	2,500	1960	
6344 Skyway	Starbucks	2,482	2018	
5309 Skyway	76 Gas + Convenience Mart	2,301	NA	
8279 Skyway	Small engine repair	2,300	1946	
7515 Skyway	Upholstery cleaning	2,100	1974	
6420 Clark Rd	Jiffy Lube	2,100	1987	
6067 Skyway	Engineering firm	1,901	1948	
8247 Skyway	Antique Store	1,860	1939	
5542 Clark Rd	Sakura Sushi #2	1,665	1953	Former Old Barn Kitchen
5725 Clark Rd	Backyard Shed dealer - open	1,650	NA	
6311 Skyway	Now Edward Jones Financial	1,520	1952	Was Knit Wits, Financial Advisors
491 Pearson Rd	Consignment Store	1,206	1954	
6627 Clark Rd	Integrity Restoration & Remodeling LLC	882	1950	
475 Pearson Rd	Gold Nugget Museum office	880	1960	
8229 Skyway	Gas and Liquor	800	1960	
770 Birch St	Outfitted for new unknown business	774	1930	Was Nail Studio
6901 Skyway	Dutch Bros. Coffee	367	2009	
<b>Total Occupied Retail Space</b>		<b>395,152</b>		<b>Previous Study reported occupied total as 331,013</b>

Source: Commercial Market Analysis, EPS, 2022; Peloton Research + Economics, 2024

## Section A-8 Continued

### Paradise Vacant Retail Space

Location	Property Details	Retail Building Area Sq. Ft.	Year Built	Notes
<b>Town of Paradise</b>				
<b>Vacant Retail Space</b>				
6646 Clark Rd	Paradise Plaza (Former Big Lots Store - Closing)	34,043	1979	
6608 Clark Rd	Paradise Plaza (Next to New 5 Below)	32,457	1979	
6007 Clark Rd	Former Rite Aid - Currently Vacant and for Lease or Sale	17,326	2010	Currently Vacant and for Lease or Sale
6626 Clark Rd	Paradise Plaza (Suites A, N, P For Lease)	10,368	1979	
6701 Clark Rd	Former Cinema	25,152	1999	
5990 Foster Rd	Former Skyway Feed & Pet Supply - Offered for lease at \$6,900/mo.	9,210	1957	Listed by Coldwell Banker
6640 Clark Rd	Paradise Plaza	5,974	1979	
6669 Clark Rd	Former Chase Bank - Building up for auction October 2024	5,386	1984	Vacant and scheduled for auction in October
6653 Clark Rd	Vacant Retail across from Paradise Plaza	4,640	1980	
6616 Clark Rd	Paradise Plaza (2,237 sq foot for lease)	2,237	1979	Was 6,244 sq foot
6331/6333 Skyway	Vacant Retail - For Sale for \$275,000	2,100	1957	Listed by Coldwell Banker
6405 Skyway	Former Dirt to Doorknobs building for sale at \$249,500	1,976	1977	Listed by Coldwell Banker
7126 Skyway	Former Country Harvest (1,800 available for lease)	1,800	1977	Total 9,450 in building
5923 Clark Rd	Shadowbrook Plaza (Suite J available)	1,678	1980	Total Plaza = 9,492
6268 Skyway	Building next to Nic's for sale at \$359,000	1,640	NA	
6294 Skyway	Former Dance Center - Building sold for \$147,000 in June 2024	1,300	NA	
605 Birch St	Building Sold for \$50,000 in Dec. 2019. Windows taped.	894	NA	
<b>Subtotal Vacant Space</b>		<b>158,181</b>		<b>Previous study showed 220,662 vacant</b>
<b>Total Occupied and Vacant Retail Space in Paradise</b>		<b>553,333</b>		<b>Previous was 551,675</b>

*Some removed locations from previous study noted below:*

6405 Clark Rd	Vacant Lot, formerly Bank of the West	4,812	1979	Vacant lot not building
6044 Skyway	Vacant lot	4,134	1948	No building
5145 Pentz Rd	Vacant Retail	1,242	NA	Property is a Home
6523 Clark Rd	Vacant Retail	880	1960	No building

Source: *Commercial Market Analysis*, EPS, 2022; Peloton Research + Economics, 2024

### Retail Space Occupancy Status Town of Paradise 2022 & 2024 Comparison

Retail Space Status	EPS/CoStar	Peloton
	2022 Analysis	9/2024 Survey
Occupied (Sq. Ft.)	331,013	395,152
Vacant (Sq. Ft.)	220,662	158,181
Total in Survey (Sq. Ft.)	551,675	553,333
<b>Vacancy Rate (%)</b>	<b>40.0%</b>	<b>28.6%</b>

Source: *Commercial Market Analysis*, EPS, 2022; Peloton Research, 2024

**Section A-8**  
*Continued*

**Secondary Market – Magalia Area - Vacant Space Survey Update – September 2024**

Town of Paradise  
Market Analysis  
Existing Retail Supply Located in the Secondary Market Area

Location	Property Details	Retail Building Area Sq, Ft.	Year Built	Notes
<b>Secondary Market Area</b>				
<b>Magalia Area</b>				
<b>Occupied Retail Space</b>				
14001 Lakeridge Cir	<a href="#">Holiday Market</a>	28,000	1989	Former Mechanics Bank
14115 Lakeridge Cir	<a href="#">Rite Aid</a>	17,000	2018	Was not in the original list
140004 Lakeridge Cir	Dollar General	9,026	2015	
14154 Skyway	<a href="#">Oakridge Shopping Center</a>	6,800	1978	Was 4,725 sq feet
14144 Lakeridge Ct	<a href="#">Small center - Cookies Ridge Fitness, Smoke Shop, etc.</a>	6,160	1998	
3772 Durham Pentz Rd	Clear Creek Crossing Gast Station	6,000	1985	
14137 Lakeridge Cir	<a href="#">Paradise Pines Med Center &amp; Pharmacy</a>	4,950	NA	Was not in the original list
14115 Lakeridge Cir	<a href="#">Happy Day Restaurant</a>	4,600	NA	Was not in the original list
14468 Skyway	Construction Company	3,040	1974	
14439 Skyway	Red Lion Plaza	2,880	1978	
14618 Skyway	<a href="#">Fastrip Gas + Chuck's Place Convenience</a>	2,691	1979	
13915 S Park Dr	<a href="#">Izzy's and Innova Disc Golf Shop</a>	1,600	1973	
13990 Lakeridge Cir	Valero	1,104	1989	
<b>Subtotal Occupied Retail Space</b>		<b>93,851</b>		<b>Previous Study showed 26,775</b>
<b>Vacant Retail Space</b>		<b>0</b>		<b>Previous study showed 62,439</b>
<b>Total Occupied and Vacant Retail Space in Secondary Market Area</b>		<b>93,851</b>		<b>Previously reported as 89,214</b>
<i>Some removed locations from previous study noted below:</i>				
15305 Skyway	Vacant Retail	5,900	NA	Doesn't Exist
14086 Skyway	Vacant Lot	5,440	1978	Doesn't Exist
14028 Lakeridge Cir	Vacant Retail	3,600	2009	Doesn't Exist
14449 Skyway	Vacant Retail	3,360	1956	House
14096 Lakeridge Cir	Vacant Retail	2,000	2008	House
13721 Skyway	Vacant Retail	1,488	1928	House
5260 Miocene Cir	Critter Care Center	1,200	NA	Doesn't Exist
14096 Lakeridge Cir	Building 2	1,000	2008	House
<b>Total</b>		<b>23,988</b>		<b>Total square footage that was mistakenly included in original study.</b>

Source: *Commercial Market Analysis*, EPS, 2022; Peloton Research + Economics, 2024



## Section A-9

### Paradise Central Business District (CBD) – Business Survey – September 2024

TOWN OF PARADISE  
 SURVEY OF DOWNTOWN COMMERCIAL CORE PARCELS AND ACTIVE BUSINESS LOCATIONS  
 September 2024

Survey by: Peloton Research + Economics

No.	APN	Business Name/Operator	Street Address	Business Type
1	052-221-006-000	Collision Masters And Framework	117 & 119 Pearson Rd	Auto Repair Shops
2	052-221-012-000	Old Republic Title	145 Pearson Rd	Business Services
3	052-225-017-000	Sharrett Bookkeeping & Income Tax Service	162 Pearson Rd	Business Services
4	052-225-004-000	Snoop Sisters Vintage & More	202 & 208 Pearson Rd	Receivables/Master Outlets
5	052-222-017-000	Paradise Real Estate Professionals	205 Pearson Rd	Business Services
6	052-223-029-000	Joy Lyn's Candies	220 Pearson Rd	Specialty Stores
7	052-222-011-000	Paradise Art Center	5564 Almond St	Specialty Stores
8	052-222-012-000	Luis Quantum Integrations	5574 Almond St	Personal Services
9	052-222-001-000	American Homes and Land Realty	5580 Almond St	Business Services
10	052-201-015-000	Lyons Express Lube & Oil	5605 Almond St	Auto Repair Shops
11	052-201-030-000	Newton Bracewell Cremation & Funeral Service	5691 Almond St	Morticians And Undertakers
12	052-121-016-000	Wildwood Mini Storage	5831 Wildwood Ln	Business Services
13	052-221-007-000	Competitive Edge Beauty Salon	5922 Foster Rd	Personal Services
14	052-193-019-000	Big O Tires	5995 & ptn 6009 Skyway	Automotive Supply Stores
15	052-193-022-000	Rancho Engineering	6067 Skyway Rd	Business Services
16	052-192-015-000	Skyway Antique Mall	6118 Skyway Rd	Receivables/Master Outlets
17	052-192-015-000	Antiques Of Paul Hilton	6118 Skyway Rd	Art/Gift/Novelty Stores
18	052-192-015-000	Busy Street Antiques & Collectables	6118 Skyway Rd	Home Furnishings
19	052-192-015-000	Elyrose D Zavagno	6118 Skyway Rd	Specialty Stores
20	052-192-015-000	Genesee Salamon	6118 Skyway Rd	Specialty Stores
21	052-192-015-000	Louise E Sypnicki	6118 Skyway Rd	Specialty Stores
22	052-192-015-000	Patricia A Zinn	6118 Skyway Rd	Specialty Stores
23	052-192-015-000	Rohn Roderick's Antiques Collectables	6118 Skyway Rd	Second-Hand Stores
24	052-130-044-000	Green Paradise Café	6201 Skyway Rd	Casual Dining
25	052-141-016-000	Nics - Shares Bldg with Bobbi's	6256 Skyway Rd	Casual Dining
26	052-141-016-000	Bobbi's Boutique - Shares Bldg with Nic's	6264 Skyway Rd	Family Apparel
27	052-130-032-000	Woodworths & Travel Connection	6265 Skyway Rd	Specialty Stores - Jewelry
28	052-141-032-000	Ink Majors Body & Art Tattoo	6276 Skyway Rd	Personal Services
29	052-141-032-000	Paradise Bikes - Shares with Yesterdays	6282 Skyway Rd	Sporting Goods/Bike Stores
30	052-141-032-000	Yesterdays Paradise - Shares with Paradise Bikes	6284 Skyway Rd	Specialty/Second-Hand Stores
31	052-141-006-000	Les Schwab Tire Center	6308 Skyway Rd	Automotive Supply Stores
32	052-121-028-000	Edward Jones	6311 Skyway Rd	Business Services
33	052-121-035-000	Argus Lending	6331 Skyway Rd	Business Services
34	052-141-030-000	Starbucks	6344 Skyway Rd	Quick-Service Restaurants
35	052-121-047-000	Cozy Diner	6371 Skyway Rd	Casual Dining
36	052-121-011-000	Buffy's Gift Barn	6393 Skyway Rd	Art/Gift/Novelty Stores
37	052-122-030-000	Ridge Hydroponics - Same Building as Cell Repair	6402 Skyway Rd	Garden/Agricultural Supplies
38	052-121-043-000	Elements Of Health	6407 Skyway Rd	Medical/Biotech - Acupuncture
39	052-122-030-000	Ridge Cell Repair - Same Building as Hydroponics	6408 Skyway Rd	Garden/Agricultural Supplies
40	052-121-044-000	Ridge Builders Construction Company	6451 Skyway Rd	Contractors
41	052-121-045-000	Sinclairs Auto & Tow	6475 Skyway Rd	Auto Repair Shops
42	052-122-033-000	Barney O'Rourke's Restaurant	740 Elliott Rd	Casual Dining
43	052-222-003-000	Yowzers Custom T-Shirts (primarily .com)	774 Birch St	Non-Store Retailers

Green highlight is a small operator sharing a retail outlet (same parcel).  
 Grey highlights are separate operators in one divisible building (same parcel).

**Section A-9**  
*Continued*

**TOWN OF PARADISE**

**SURVEY OF DOWNTOWN COMMERCIAL CORE PARCELS AND ACTIVE BUSINESS LOCATIONS**

**Other Uses in the Downtown Core**

Survey by: Peloton Research + Economics

APN	Business Name/Operator	Street Address	Zip Code	Business Type
052-225-020-000	Building appears empty - Blinds down for years	186 - 190 Pearson Rd	95969	May be owned by RE Professionals at 205 Pearson
052-222-006-000	Former Physical Therapy Practice - 1 Bldg on 2 parcels	5537 Black Olive Dr	95969	May be owned by Oroville Hospital
052-222-005-000	Former Physical Therapy Practice - 1 Bldg on 2 parcels	5543 Black Olive Dr	95969	May be owned by Oroville Hospital
052-221-010-000	4-Plex of 1Bd/Ba units Offered for-sale	5577 Almond St	95969	2,021 Sq Feet for \$350,000
052-203-029-000	Paradise Police Department	5595 Black Olive Dr	95969	Police Station
052-203-033-000	Fire Safety Council used this home as public center	5619 Black Olive Dr	95969	Owned by Town of Paradise
052-203-032-000	Home on corner of Black Olive and Cedar	5631- A Black Olive Dr	95969	Appears to be owned by Town of Paradise
052-142-020-000	Previously built home - pre-fire	5851 Black Olive Dr	95969	Single-story, approx 1,312 sq feet, built 2005
052-201-018-000	Newer small home setback between Skyway & Newton Bracewell	6044 Foster Rd	95969	Approx 1,122 sq feet, built in 2023
052-192-006-000	1-story grey building - empty - says "job site"	605 Birch St	95969	Former Tattoo and Hair Salon
052-130-043-000	Boys & Girls Club - Teen Center - Share Bldg with Hometech	6241 Skwway Rd	95969	Teen Center
052-130-043-000	Homotech Charter School - Shares Building with B&G Club	6249 Skyway Rd	95969	School
052-141-017-000	Empty storefront adjacent tattoo parlor and Paradise Bikes	6268 Skyway Rd	95969	Listed For Sale 1,640 sq feet at \$359,900
052-130-045-000	Building Resiliency Center and Planning & Enginnering	6295 Skwway Rd	95969	Planning Department
052-142-011-000	Manufactured Home built in 2021	727 Hamma Dr	95969	Approx. 1,188 sq feet
052-203-026-000	Paradise Fire Department Station 81	767 Birch St	95969	Fire Station
052-222-002-000	Renovated Space - Not sure what use is	770 Birch St	95969	Was a former nail salon before fire

Grey highlights are separate operators in one divisible building (same parcel).

## Section A-10

### **Historical Context of Downtown Paradise (CBD)**

Prior to the Camp Fire in 2018, the **Paradise Commercial Center District** was characterized by a diverse range of retail, service businesses, office spaces, and some limited residential uses. The district was known for its eclectic mix of businesses, which included:

- **Antique and Second-Hand Stores:** The district was particularly famous for its **antique shops, thrift stores, craft stores,** and other used merchandise dealers. This unique concentration of antique and second-hand stores made Paradise a destination for **antiques enthusiasts** from both within and outside the region.
- **Diverse Retail Offerings:** The district featured a mix of **convenience stores, home goods retailers** (e.g., furniture, HVAC, backyard supplies), and **personal services** such as **salons, massage therapy, and fitness centers.** There were also several small **restaurants,** like **Nic's** and **La Comida,** providing a local culinary touch that was appreciated by residents and visitors.
- **Automotive and Repair Services:** **Automotive repair shops, collision centers, and used car dealerships** were spread throughout the CBD, coexisting alongside other service businesses like **legal and accounting offices.**
- **Variety of Small Businesses:** Other notable businesses included **bookstores, music stores, pet supply shops, jewelry repair, and yarn stores.** These businesses collectively contributed to the rich commercial fabric of downtown Paradise.

The **Commercial Center** supported a mix of smaller operators, largely due to an **inventory of older properties** that had relatively **low lease rates.** The town also waived **business licensing requirements** at times to attract more operators. This approach fostered a **vibrant but informal commercial district,** where small business owners could operate without substantial overhead costs.

## Section A-11

### Employment and Economic Potential for Downtown Paradise

#### Overview of Employment Trends and Industry Jobs

##### Industry Jobs Breakdown

The economic base of **Paradise** has historically been built on a mix of service-oriented industries, retail, healthcare, and light manufacturing. Following the **Camp Fire** of 2018, there were substantial shifts in employment due to business closures and population displacement. As of **2024**, key employment sectors include:

- **Healthcare and Social Assistance:** Representing the largest segment of employment in the town. With ongoing rebuilding efforts, healthcare services have been instrumental in supporting both returning residents and workers involved in reconstruction.
- **Retail Trade:** Retail employment has decreased significantly since the fire, but there is positive momentum with new businesses such as **True Value Hardware, Grocery Outlet, and cafés** reopening in the CBD.
- **Construction:** Construction jobs have increased substantially as rebuilding efforts continue. This has driven short-term economic growth, though much of this labor force is transient and may not remain once reconstruction slows.
- **Professional Services and Small Offices:** Businesses such as **financial advisors, legal offices, and real estate agencies** have started to return, contributing to a moderate recovery in employment in the services sector.

#### Employment Dynamics: Inflow, Outflow, and Local Economic Potential

##### Worker Outflow and Inflow

- **Outflow of Workers:** Approximately **1,722 residents** of Paradise commute to nearby cities, including **Chico and Oroville**, for employment. This results in significant **retail leakage** as workers often spend their disposable income in these larger employment centers, where they access goods and services.
- **Inflow of Workers:** Despite the large reduction in population following the Camp Fire, **2,374 people** commute into Paradise for employment, primarily in construction, healthcare, and service-related jobs, providing daily support to local retail establishments.

##### Unemployment and Employment Recovery

- **Unemployment Rate:** As of **2024**, Paradise has an **unemployment rate** of approximately **7.9%**, which remains one of the highest in **Butte County**. However, employment growth in construction, healthcare, and small businesses has helped to gradually lower this rate from its peak in the aftermath of the fire.
- **Employment Recovery:** Employment recovery has been uneven across sectors. While healthcare and construction have seen significant gains, retail and hospitality sectors are only beginning to rebuild. The slower return of these sectors impacts disposable income and the attractiveness of downtown retail opportunities.

## Section A-11

*Continued*

### Implications for Retail Demand and Economic Activity

#### Disposable Income and Spending Power

- **Reduced Spending Power:** The worker outflow to other cities results in reduced disposable income available to local businesses in Paradise. Commuters often spend on goods and services in their workplace communities, resulting in reduced local economic activity.
- **Opportunities for Spending Retention:** The development of **destination shops, specialty retail, and entertainment venues** as recommended in this plan is aimed at creating compelling reasons for residents and workers to spend more locally. Increasing the quality and variety of retail and dining options is essential for retaining a greater share of the community's spending power.

#### New Businesses and Employment Opportunities

- **New Retail and Service Opportunities:** The opening of new businesses like **Green Paradise Café** and the **True Value Hardware** store provide new employment opportunities and help encourage additional retail and service businesses to open. The addition of **Five Below** and **Ross Dress for Less** at **Paradise Plaza** helps fill an existing gap for apparel and general merchandise, which may also create jobs and increase foot traffic.
- **Potential for Growth in Professional Services:** Increased availability of office space in the CBD provides opportunities for growth in **professional services** (e.g., legal, financial, and real estate). These types of businesses bring consistent daytime traffic, which can help support cafés, restaurants, and other small retail businesses that rely on lunch and daytime activity.

#### The Role of Infrastructure Improvements

- **Sewer System as a Catalyst:** Completion of a **sewer system** in the CBD would allow food and beverage establishments to open, which would in turn increase local employment and attract foot traffic to the downtown area. Restaurants, bars, and cafés are labor-intensive businesses, which would help further reduce unemployment and stimulate economic activity in the CBD.

#### Labor Force Attraction and Retention

- **Live-Work Opportunities:** Mixed-use developments that incorporate **residential units above retail or office space** can help attract and retain a working population within the CBD. This type of development will be crucial to supporting long-term economic growth, as it helps anchor professionals and service workers downtown, contributing to a more vibrant retail environment.
- **Co-Working and Business Incubators:** The recommendation to introduce a **co-working space or business incubator** in the CBD will support entrepreneurship, allowing small business owners and startups to establish themselves locally. This, in turn, may help diversify employment opportunities in Paradise beyond construction and healthcare.

## Section A-11

*Continued*

### **Economic Potential and Retail Demand Forecast**

#### **Short-Term Economic Potential (2024-2030)**

- **Construction-Led Growth:** Construction will continue to be a major driver of economic activity in the short term, with retail spending supported by the transient workforce. However, retaining spending locally will depend on providing attractive retail options that appeal to both residents and temporary workers.
- **Growth in Service Employment:** The expansion of **health and wellness services** and **professional offices** in the CBD will support employment and increase daytime activity, contributing to potential growth in the food and beverage sector.

#### **Long-Term Economic Growth and Retail Demand (2030-2060)**

- **Population Growth and Infrastructure:** As the population grows to a projected **26,573 by 2060** and infrastructure improvements are completed, retail demand is expected to increase significantly. The presence of a wastewater system would enable new restaurants, brewpubs, and bistros to open, supporting demand for increased employment and spending.
- **Workforce Dynamics Supporting Retail:** Retaining a portion of the commuting workforce and attracting new residents through mixed-use and residential development will enhance disposable income available for retail spending. The **Walkable Downtown Core (WDC)** concept is expected to drive foot traffic, increase visitor spending, and improve the overall economic activity of the CBD.

### **Summary of Employment Dynamics and Their Impact on CBD Development**

The employment and labor force dynamics in Paradise directly influence the **economic potential** for new retail and commercial uses in the CBD. The rebuilding effort has created unique opportunities for growth, particularly in construction and healthcare. However, there is a clear need to diversify employment and attract businesses that will help retain more of the local workforce and their disposable income in town. By focusing on creating a vibrant retail environment, adding professional services, and supporting entrepreneurial growth through co-working and small offices, the CBD can become a more economically resilient core for Paradise.

Key takeaways include:

- **Increasing Local Spending:** Retaining local spending will depend on providing quality retail, dining, and entertainment options that meet the needs of residents and the local workforce.
- **Employment as a Driver for Retail Demand:** The mix of construction, healthcare, and service jobs provides a foundation for spending, but growth in **professional services** and **retail employment** will be critical for sustained demand.
- **Infrastructure Development:** The completion of critical infrastructure projects like a new **sewer system** would help unlock further opportunities for employment growth in the food and hospitality sectors, supporting long-term retail demand in the CBD.

## Section A-12

### Comparative Analysis: EPS Study vs. Peloton Study Research Findings

#### Areas of Agreement

- **Infrastructure as a Foundation:** Both the **EPS Study** and the **Peloton Research Study** agree that improving infrastructure, particularly the addition of a **sewer system**, is a foundational step needed to unlock more intensive commercial and retail growth in Paradise. Without adequate utilities, efforts to attract businesses, particularly in the **food and beverage** sector, will be significantly hindered.
- **Focus on the Central Business District (CBD):** Both studies emphasize the importance of the **Central Business District (CBD)** as the focal point for Paradise's redevelopment efforts. A vibrant CBD is critical for community cohesion, economic resilience, and providing residents with access to essential goods and services.
- **Phased Development Approach:** Both studies advocate for a **phased approach** to growth, recognizing the rural character of Paradise and the challenges posed by a limited population base. The **EPS Study** initially suggested building gradually, and the **Peloton Study** expands on this concept by incorporating a longer timeline to **2060**, allowing for incremental infrastructure improvements and more sustainable growth.

#### Key Differences in Findings and Projections

- **Population and Housing Projections:** The **EPS Study (2022)** relied on early projections from **BCAG** for population return and rebuilding. The study estimated **18,800** residents by **2030** would be driven by larger households. **Peloton Research**, using **BCAG (2023)** revised data, adjusted the figures to **14,637** residents by **2030** and **26,573** by **2060**, more in-line with the current pace of rebuilding.
- **Retail Capture Rates and Space Demand:** The **EPS Study** used an **80% capture rate** for retail spending, while **Peloton Research** adjusted it to **65%**, reflecting continued competition from Chico and the slow rebuilding of infrastructure in Paradise. Consequently, **Peloton Research** projects **69,981 square feet** of retail space needed in Paradise by 2030, compared to **140,000 square feet** by **2030** in the **EPS Study**. **Peloton Research** further estimates **409,556 square feet** of retail space needed in Paradise by **2060** with **188,291** of that targeted to the CBD.
- **Approach to Mixed-Use Development:** The **EPS Study** advocated for more ambitious mixed-use developments similar to urban centers. **Peloton Research** revises this by recommending smaller, village-scale mixed-use projects that align better with Paradise's rural setting and projected population cap.

#### Summary of Key Findings and Recommendations

The **Peloton Research Study (2024)** provides a comprehensive update to the **EPS Study (2022)**, integrating more recent data, a realistic assessment of current retail activity, and longer-term projections through **2060**. The report emphasizes a phased and community-focused approach toward the successful development of a **Walkable Downtown Core (WDC)**.











**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 6(a)**

**Date: February 11, 2025**

**ORIGINATED BY:** Jessica Erdahl, Supervising Project Manager  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** On-System Road Rehabilitation Project– Clark Road 2025 – PSE Approval and Authorize Advertisement for Bids.  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 2025- \_\_\_\_, “A resolution of the Town Council of the Town of Paradise approving the plans, specifications and estimate for the On-System Road Rehabilitation Project – Clark Road 2025 and authorizing advertisement for bids on the project”. (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.

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 June 14, 2022 Paradise Town Council awarded Contract No. 7303.1.CON, 2022 On-System Roadway Rehabilitation –Skyway (Project 1) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid plus additive bid #1,\$5,069,864.78.

On January 10, 2023 Paradise Town Council awarded Contract No. 7303.2.CON, 2023 On-System Roadway Rehabilitation – Pearson (Project 2) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid,\$5,339,517.50.

On June 18, 2024 Paradise Town Council awarded Contract No. 7303.3 CON, REBID 2024 On-System Road Rehabilitation /HSIP Systemic Intersection Safety Improvement Project to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid, \$4,835,562.88.

The plans and specifications for the project are on file in the Public Works office for review.

A vicinity map of the On-System Road Rehabilitation Project – Clark Road 2025 limits are provided in this Agenda Summary.

**Analysis:**

The On-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 necessary to restore roadway infrastructure to a pre-fire condition.

Road rehabilitation projects will be identified based on utility undergrounding completion. As segments of utilities are nearing completion, the Town of Paradise will identify and bid specific segments of roadways as individual projects. The goal of this approach is to maximize efficiency, partnership and remain good stewards of precious public funds and community impacts by reducing excavations into recently rehabilitated roadways.

With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Project 4 (2025) – Clark Road (2.1 miles).

Advertise for bid:	February 2025
Award Contract:	April 2025
Construction:	July 2025

Future Project 5 (2025) – Bille Road, Elliott Road, Pearson Road, Buschmann Road, Almond Road, Foster Road (6 Miles)

PSE Approval	March 2025
Advertise for bid:	March 2025

Award Contract: May 2025  
 Construction: July 2025

**Financial Impact:**

FHWA Emergency Relief 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 Project – Clark Road 2025 is \$8,152,441.41. The estimated funding breakdown is shown below. A detailed project accounting description for each project bid will be made available at the time of contract award.

**On-System Road Rehabilitation Project – Clark Road 2025**

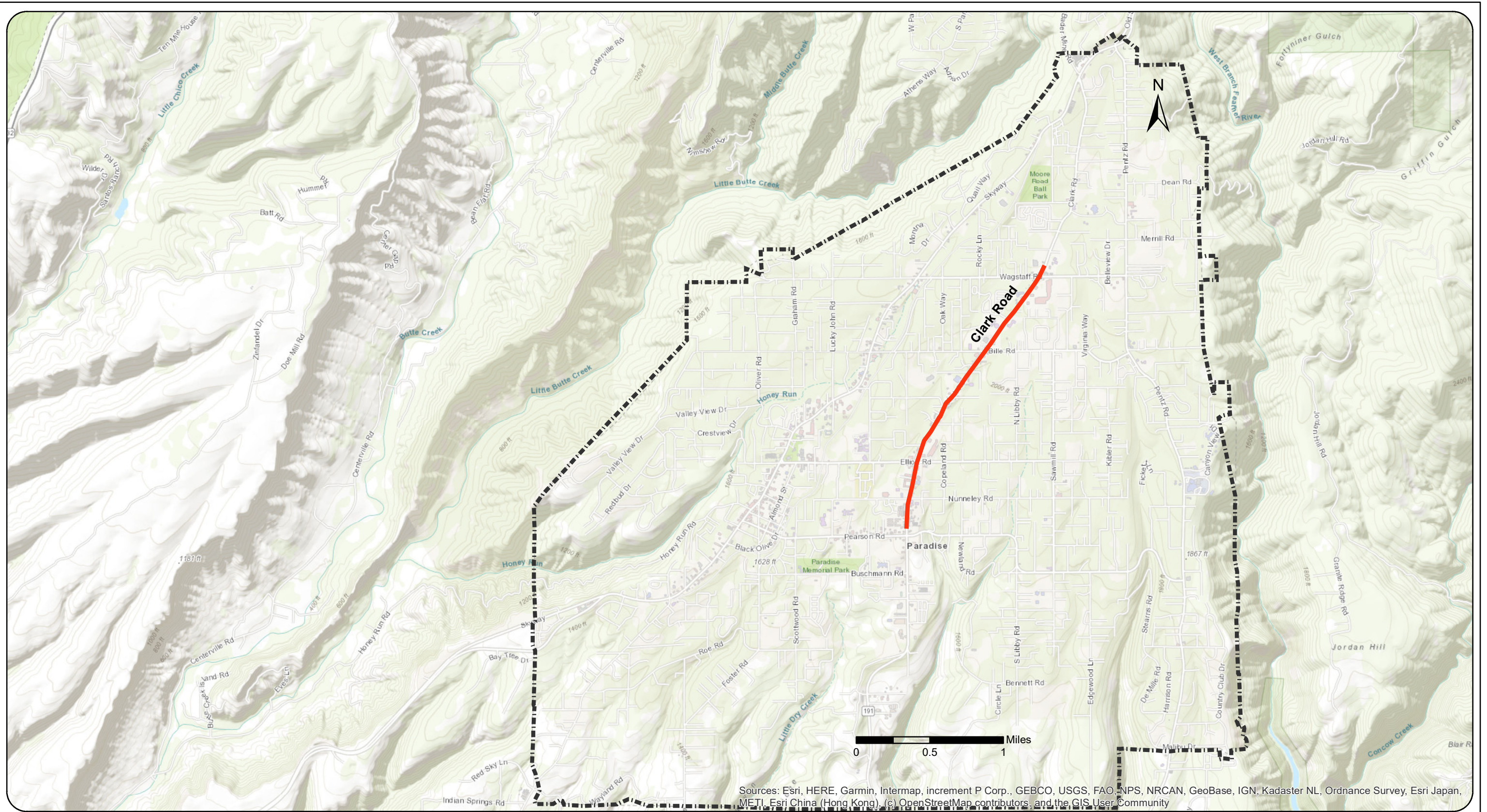
<b>Contract Items</b>	<b>Total Estimated Cost</b>	<b>ER 38Y0(012) 75.25%</b>	<b>CDBG-DR ER Match 24.75%</b>	<b>Non-Participating (Utility Adjustments)</b>
Construction Project 4 - 2025 Clark	\$ 6,521,953.13	\$ 4,855,094.73	\$ 1,596,858.40	\$ 70,000.00
Contingency (10%)	\$ 652,195.31	\$ 485,509.47	\$ 159,685.84	\$ 7,000.00
Construction Management (15%)	\$ 978,292.97	\$ 728,264.21	\$ 239,528.76	\$ 10,500.00
<b>Total</b>	<b>\$ 8,152,441.41</b>	<b>\$ 6,068,868.41</b>	<b>\$ 1,996,073.00</b>	<b>\$ 87,500.00</b>
Total Available Funding	\$ 34,468,232.88	\$ 25,831,018.50	\$ 8,549,714.38	\$ 87,500.00
<b>Balance</b>	<b>\$ 26,315,791.47</b>	<b>\$ 19,762,150.09</b>	<b>\$ 6,553,641.38</b>	<b>\$ -</b>

Required On-System Road matching funds, \$1,199,073 (24.75%), will be funded by Community Development Block Grant-Disaster Recovery fund.

**Attachments:**

- A. Project Map Clark Road 2025
- B. Resolution





**TOWN OF PARADISE**  
 PUBLIC WORKS DEPARTMENT  
 5555 Skyway Road  
 Paradise, California 95969

**ON-SYSTEM ROAD REHABILITATION PROJECT - CLARK ROAD 2025**  
 FHWA

**PROJECT LOCATION MAP**

J ERDAHL  
 JAN 2025



**TOWN OF PARADISE  
RESOLUTION NO. 2025- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE FOR THE ON-  
SYSTEM ROAD REHABILITATION PROJECT – CLARK ROAD 2025 AND  
AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT.**

**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 On-System Road Rehabilitation Project – Clark Road 2025 is  
consistent in scope with the approved Emergency Relief Program funds; and,

**WHEREAS,** the On-System Road Rehabilitation Project – Clark Road 2025 is  
consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in  
response to the 2018 Camp Fire.

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

**Section 1.** The design, plans, specifications and estimate for the On-System  
Road Rehabilitation Project – Clark Road 2025 described in the Town Council Agenda  
Summary for this Resolution are hereby approved.

**Section 2.** The Public Works Department is authorized to advertise the On-  
System Road Rehabilitation Project – Clark Road 2025.

TOWN OF PARADISE  
RESOLUTION NO. 2025- \_\_\_\_

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this  
11th day of February 2025, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

By: \_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott E. Huber, Town Attorney





**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 6(b)**

**Date: February 11, 2025**

**ORIGINATED BY:** Marc Mattox, Public Works Director  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Camp Fire Road Rehabilitation Update  
**LONG TERM RECOVERY PLAN:** Yes, Tier 1

**COUNCIL ACTION REQUESTED:**

1. Hear an informational update relating to the Town’s progress for completion of FEMA and FHWA funded Camp Fire repairs to public roadways; and,
2. Provide direction on reviewing the Town’s CDBG-DR Action Plan and budget at the March 11, 2025 Council meeting.

**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 fires associated with burning vehicles – 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 \$56,517,998 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. The Performance Period End Date (deadline for grant close-out) of the On-System Road Rehabilitation Project as a whole is September 30, 2028.

The Town also 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 \$43,205,510 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 – typically local roads such as residential and minor roadways.

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.

**Analysis:**

Construction work between both On- and Off-System Road Rehabilitation Projects has been ongoing since 2022.

There are many challenges with delivering these projects, which require significant coordination for sequencing and capacity of the community. Most notably, each contract that is awarded for both On- and Off-System Road Rehabilitation has been carefully crafted to ensure that the unprecedented town-wide undergrounding and water service lateral replacement program efforts have been completed within the proposed paving area. This is done to ensure the highest return on investment for the best public benefit, ensuring that in most cases, newly renovated roadways are not immediately excavated with planned work. This coordination has delayed the overall projects’ delivery from close of 2025 to close of 2026.

Secondly, these projects are also scoped in a manner to ensure the overall capacity of the community to handle the volume of construction work occurring at any given time is not exceeded. Between ongoing recovery efforts associated with rebuilds, undergrounding and utility work, it is challenging, if not impossible, to achieve day-to-day transportation without reaching unpredictable delays due to ever-changing temporary traffic controls. As a result, paving the entire Town all at once was not feasible.

On August 13, 2024, Paradise Town Council gave staff direction to proceed with paving roadways covered by the FEMA and FHWA damage repair projects which are also included in the Paradise Sewer Project. This decision acknowledges the fact that the delivery of the Sewer Project is too far behind the timelines needed for roadway repaving and that any work completed with the Sewer Project would comply with the recently adopted paving restoration moratorium requirements.

As of January 2025, the following paving progress can be reported:

	<b>August 2024</b>	<b>January 2025</b>
<b>Completed</b>	25.3 miles	40.7 miles
<b>Awarded/In-Progress</b>	21.3 miles	5.9 miles
<b>Planned 2025/2026</b>	50.3 miles	49.6 miles
<b>Total</b>	96.2 miles	96.2 miles

A noteworthy issue has come to light in the last month relates to the paving on Deer Creek Lane and Posey Lane this fall. Following extensive coordination between Town Staff and utility companies, these roads were cleared to be added to our paving list and moved ahead from spring 2025 to fall 2024. Accordingly, paving work was completed by Knife River Construction. In mid-December, Town staff received an encroachment permit application from AT&T for their undergrounding along Deer Creek and Posey. At this time, AT&T’s work is paused and the teams

are exploring resolutions which could either avoid retrenching of the roads altogether or repave the entire roadways following work completion either by AT&T forces or Town forces with reimbursement by AT&T. Staff will continue to monitor this issue and report to Council and affected neighborhood of next steps/timing.

**Financial Impact:**

On-System Road Rehabilitation Financial Summary

Below is a brief summary of the On-System Road Rehabilitation Project's financial status.

Authorized - \$56,517,998  
Expended - \$18,208,086  
Encumbered - \$2,273,943  
Remaining – \$36,035,969

Staff continues to work with Housing & Community Development staff on an issue relating to the use of CDBG-DR Infrastructure funds for FHWA Emergency Relief Program work which was completed prior to execution of the Master Agreement for the funds. The core issue stems from the varying processes in federal environmental reviews between HUD and FHWA. At present time, HCD staff is assisting HUD with a review of the completed work and potential pathways for approval. In the event a favorable resolution is unable to be achieved, the Town's match requirement across four On-System FHWA Projects, including a portion of the On-System Road Rehabilitation Project, may need to be backfilled with local funds totaling up to \$3,917,416.

Recently, HCD staff has notified the Town that under recent legislation, H.R.10545 - American Relief Act, 2025, Congress approved language which likely provides a path for HCD to adopt the FHWA environmental reviews for projects that are under constructions or completed, so long as actions proposed are substantially the same and that other provisions are met.

HUD will release official guidance when they issue the Federal Register Notice, which was expected to be released in January 2025. Following the release of the Notice, HCD will prepare the environmental review adoption process and alert the Town of the necessary steps.

Off-System Road Rehabilitation Financial Summary

Below is a brief summary of the Off-System Road Rehabilitation Project's financial status.

Authorized - \$43,205,510 (FEMA PA+CDBG-DR)  
Expended PE/CE/CON - \$16,958,399  
Encumbered – \$3,906,437  
Remaining - \$22,340,674

During the design process of the Off-System Road Rehabilitation Project, engineering design and code requirements required several modifications of the approved scope of work listed in the FEMA Public Assistance Project Worksheet. This cost-neutral scope change was submitted to CalOES and FEMA in March of 2022. Following consultations with CalOES and FEMA, a recommendation was made for the Town to make a request for a conversion to an Improved Project in accordance with 44 CFR 206.203(d)(1), copied on the next page:

**Improved projects.** *If a subrecipient desires to make improvements, but still restore the pre-disaster function of a damaged facility, the recipient's approval must be obtained. Federal funding for such improved projects shall be limited to the Federal share of the approved estimate of eligible costs.*

This designation allows the Town and FEMA to avoid arduous reviews and clarifications on the requested scope change and move forward towards completion. The major caveat with an Improved Project is that in the event project work exceeds the original allocation amount, no additional funds may be awarded – meaning potential cost increases would be borne by the Town of Paradise. Unchanged, however, only incurred actual costs up to the approved amount could be reimbursed. Staff reviewed the impacts of this potential action and Paradise Town Council approved the Improved Project request on November 7, 2022. On July 14, 2023, the Town of Paradise received formal notification of this request being approved. As a budgetary mitigation measure for potential cost increases, Town staff recommended allocation of \$5M in CDBG-DR funds to account for our local share and increased contingency of the improved project.

During the course of closing out the 2023 Off-System Road Rehabilitation Project, ongoing progress of the 2024 Off-System Road Rehabilitation Project and forecasting available budgets, staff is highlighting a need to address a potential funding shortfall. Using recent projections, an additional \$3.0M in CDBG-DR funds will be needed to complete the overall project. In short, the increased costs associated with the project can be summarized below:

Treatment Changes

- Roadway conditions are worse than when originally surveyed in 2020, resulting in more pulverization and full depth reclamation

Driveways

- Design strategy changed in 2024 to conform outside of roadway do to issues with rideability, constructability and property impacts.

Monumentation

- Original design did not account for all recorded monumentation that by law have to be protected or replaced.

**Action Requested:**

Staff is recommending direction from Council to review all road projects scoped within the Town's CDBG-DR Action Plan to assess the current budget status in comparison to original estimates considering industry-wide cost increases as well as pending and received grant award/non-award notifications.



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 11, 2025**

**Agenda Item: 6(c)**

**ORIGINATED BY:** Marc Mattox, Public Works Director  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Facilities Ad Hoc Committee  
**LONG TERM RECOVERY PLAN:** Yes

**COUNCIL ACTION REQUESTED:**

Consider adopting a motion relating to the following actions:

1. Appoint two Council Members to serve on the Facilities Ad Hoc Committee to review and advise on next steps relating to the Town of Paradise's overall facilities as well as facilities replacement needs resulting from the 2018 Camp Fire.

**Background:**

The Town of Paradise lost five structures resulting from the 2018 Camp Fire, listed below:

- Fire Station 83 (Wagstaff Road)
- Public Works Corporation Yard (American Way)
- Quonset Hut (Pearson Road at Sierra Park Drive)
- Pentz Road Residence (Pearson Road at Pentz Road)
- Jeffords Building (Black Olive Drive)

**Analysis:**

Since the 2018 Camp Fire, various staff, consultants, and legal teams have been working with the Town's insurance provider with recent resolutions reached. In this time, the Town of Paradise's progress in facility recovery has been hamstrung by the uncertainty to budget and value of losses that can be dedicated to rebuilding.

Staff is requesting Paradise Town Council Appoint two Councilmembers to serve on a Facilities Ad Hoc Committee to review and advise on next steps relating to the Town of Paradise's overall facilities as well as facilities replacement needs resulting from the 2018 Camp Fire. A potential work plan of the Committee will include an overview of existing facilities in conjunction with reviewing Department needs.

**Financial Impact:**

None at this time. Ultimately, the Committee could review and advise on potential replacement costs of structures to be brought to the full Council.



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 6(d)**

**Date: February 11, 2025**

**ORIGINATED BY:** Marc Mattox, Public Works Director  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Advance Payment of Previously Approved Purchase Pierce Type 3 Fire Engine

**LONG TERM RECOVERY PLAN:** Yes

**COUNCIL ACTION REQUESTED:**

Consider adopting a motion relating to the following actions:

1. Consider authorizing the Town Manager to issue advanced payment for previously Town Council approved purchase of Pierce Type 3 Fire Engine;

**Background:**

On August 17, 2023, Paradise Town Council authorized the Town Manager to execute the necessary documents to order and purchase a Type 3 Pierce International BX3 Fire Engine based on the needs of the Town's fleet to provide fire protection services.

Type 3 fire engines are specifically designed to be used in the wildland urban interface setting carrying tools and equipment to fight fires on and off road. Some of the distinct differences between the Town's municipal fire engines and a Type 3 include 4X4 off road capabilities along with increased ground clearance to traverse uneven terrain. The Town has set goals to maintain at least one primary Type 1 (municipal) and Type 3 (wildland) primary fire engine at each of its fire stations. This fleet allows the Town to cross staff its engines and maintain the highest levels of service during all workload demands.

As directed by Council, staff placed the order for a new Type 3 Engine to replace the Town's 2001 Type 3 Engine servicing Fire Station 82. The lead time for the new Type 3 Engine at the time of order was 3 years.

The quoted purchase price of the new Type 3 Engine was \$630,459.80. With minor estimated loose equipment item needs (\$30,000), Council approved a budget amount of \$660,000 for this purchase. Council approved using \$330,000 in Measure V funds for Fiscal Years 2024/25 and 2025/26 to cover the cost of the engine procurement.

**Analysis:**

In the 2024/2025 budget process, the approval of the off-cycle purchase for this Engine was inadvertently omitted – however, the order for the engine was placed and payment is not required until 15 days before taking possession of the Engine. After staff confirmed the order is still active, Golden State Fire Apparatus offered the Town of Paradise its discount for 100% Pre-Payment

(usually only offered at time of order). This discount and updated quote is attached to this Agenda Summary. The total discount is \$28,827.76, with a revised purchase price of \$599,397.89.

Staff is recommending Council authorize the pre-payment of the Type 3 Engine.

**Financial Impact:**

The revised quoted purchase price of a new Type 3 Engine is \$599,397.89. Staff is recommending utilizing Measure V Ending Fund Balance to cash-flow the purchase. A reduction in budgeted items will replenish the Measure V Ending Fund Balance in the FY2025/26 and FY2026/27. Measure V funds will be utilized to fund the \$30,000 Engine loose equipment.

Measure C, the 0.50% six-year temporary transaction and use tax, expired on March 31, 2021. Measure V represents a ten-year continuation of this 0.50% temporary transaction and use tax, which will automatically expire on March 31, 2031. The primary uses of Measure V funds have been to support the Town's Police, Fire, Public Works and Animal Control services.

Payment for the Engine would be made upon Council approval.

Town of Paradise  
 767 Birch Street  
 Paradise, CA 95969

# INVOICE

Date	Invoice #	Your Order #	Our Order #	Terms
01/25/2025	765710	2025-00000002	41658	Net 15 Days

#	Description	Unit Price
A	One (1) Pierce Manufacturing, Inc. International BX3 Type 3 Engine	592,915.75
B	Discount Sourcewell Consortium Purchase	(7,811.99)
C	Discount For 100% Pre-Payment at Time of Order	(28,827.76)
D	SUBTOTAL	556,276.00
E	7.75% State Sales Tax	43,111.39
F	California Tire Fee	10.50
G	<b>GRAND TOTAL (AMOUNT DUE GSFA)</b>	<b>599,397.89</b>







**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 11, 2025**

**Agenda Item: 6(e)**

**ORIGINATED BY:** Jim Goodwin, Town Manager  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Ad Hoc Committee for Cal Fire Contract Negotiation  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Consider appointing two members of the Town Council to serve as an Ad Hoc CAL FIRE Contract Negotiations Committee.

**Background:**

The Town of Paradise currently has a contract with Cal Fire for fire protection and emergency response services within the town limits of the Town of Paradise. The current 4-year contract expires on June 30, 2025.

**Analysis:**

Staff is requesting the Town Council appoint two members of the Town Council as an Ad Hoc Committee for CAL FIRE Contract negotiations. The committee will meet with CAL FIRE representatives, along with the Town Manager and Finance Director, to negotiate an acceptable agreement for ongoing services. Negotiations will begin in March with the goal of approving a new agreement before June 30, 2025.

**Financial Impact:**

There is no General Fund impact in appointing the committee and negotiating an agreement. The financial impact of a new agreement will be presented when a new contract is considered by the Town Council at a later date.



**Town of Paradise**

**Council Agenda Summary**

**Agenda Item: 6(f)**

**Date: February 11, 2025**

**ORIGINATED BY:** Colette Curtis, Recovery and Economic Development Director  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Pioneer Energy Community Choice Aggregation Second Reading and Resolution to join JPA  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Waive second reading of the entire Town Ordinance No. 641 and approve reading by title only; and,
2. Adopt Town Ordinance No. \_\_\_\_, " An Ordinance of the Town Council of the Town of Paradise Authorizing Implementation of a Community Choice Aggregation Program in the Town of Paradise Under Public Utilities Code Section 366.2." and,
3. Adopt Resolution. No. 2025-\_\_ "A Resolution of the Town Council of the Town of Paradise Requesting Membership in Pioneer Community Energy and Approving the Amended and Restate Joint Exercise of Powers Agreement as Amended Through Amendment No. 6." (ROLL CALL VOTE)

**Background:**

Pioneer Community Energy (Pioneer) is a Joint Powers Authority formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation Program (CCA) authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity supply with a primary objective of providing competitive rates to the residents and businesses within its member jurisdictions.

Pioneer purchases the electricity supply (generation), and PG&E transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and maintain its distribution infrastructure, as well as to provide meter reading and billing services for Pioneer's customers.

On July 2<sup>nd</sup>, 2024, the Pioneer executive team met with the Town Staff and team to discuss the benefits of joining a CCA, how Pioneer may be a fit for their region, and necessary next steps required to join Pioneer.

On July 9, 2024, the Pioneer executive team gave a presentation to the Town Council. This presentation was an overview of the many benefits of CCAs in general and Pioneer specifically. At this meeting, the Town Council authorized staff to proceed with an Impact Assessment Study.

At the December 19, 2024, Pioneer Governing Board meeting, the Board approved unanimously to allow staff to begin the process of amending the JPA to allow the Counties of Butte, Nevada, Sutter, and Tuolumne; the Cities of Chico, Oroville, Live Oak, Sonora, and Yuba City; and the Town of Paradise to join.

Butte County has the second reading of their ordinance scheduled for February 11<sup>th</sup> as well, and the Cities of Oroville and Chico have their second readings scheduled for February 18<sup>th</sup>.

**Analysis:**

On January 14, 2025, Paradise Town Council approved Ordinance No 641. At that time Council asked for assurance that customer's solar status will remain in place if a customer opts out of Pioneer Energy at a later date. Town staff has received this confirmation from PG&E that NEM status will remain in place, regardless of a customer's affiliation with Pioneer Energy.

If tonight's second reading is approved, and Council votes to adopt the resolution to join Pioneer Energy JPA, Pioneer plans to submit an Implementation Plan detailing Pioneer's expansion and planned service launch to the CPUC in March 2025. Based on results of the Impact Assessment Study, the optimal time for a service launch into the Town of Paradise is October 2027, which allows Pioneer's procurement team the time needed to secure power resources while remaining in compliance and avoids the costly summer months. Pioneer will work with the Town of Paradise on a comprehensive education and outreach campaign to ensure a strong public understanding of expansion into each area.

According to Pioneer Energy, Grass Valley and Nevada City launched in January of 2024, and their participation rates for the year have been at 97%, meaning 3% of their population elected to opt out.

**Financial Impact:**

The fiscal impact was a cap of \$15,000, split between jurisdictions to fund half of the cost of the Impact Assessment Study with Pioneer funding the other half. There is no risk to the General Fund as the cost to serve the new members is funded through Pioneer rates.

**TOWN OF PARADISE  
RESOLUTION NO. 2025-\_\_\_**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE REQUESTING  
MEMBERSHIP IN PIONEER COMMUNITY ENERGY AND APPROVING THE AMENDED  
AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT AS AMENDED THROUGH  
AMENDMENT NO. 6**

**WHEREAS**, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and

**WHEREAS**, on September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

**WHEREAS**, the California Public Utilities Commission certified the “Implementation Plan” of Pioneer, confirming Pioneer’s compliance with the requirements of the Act; and

**WHEREAS**, on February 22, 2017, Pioneer Community Energy (Pioneer) was established as a joint powers authority pursuant to an Amended and Restated Joint Powers Agreement, as amended from time to time, for the establishment of a CCA; and

**WHEREAS**, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy (“Pioneer”), as it is known today; and

**WHEREAS**, subsequent amendments to the Amended and Restated JPA have authorized the County of El Dorado and the Cities of Grass Valley, Nevada City, and Placerville to become Voting Members; and

**WHEREAS**, currently electricity is generated and provided to the residents of Town of Paradise by Pacific Gas and Electric Company (PG&E) with no alternative provider for the Town; and

**WHEREAS**, the Town finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, in July 2024, the Town and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of the Town into the service area of Pioneer; and

**WHEREAS**, having conducted additional discussions with Pioneer and having reviewed the results of the impact analysis co-commissioned by the Town Council Pioneer, the Town believes joining Pioneer will provide financial and other advantages to businesses and residents of the Town by providing alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, the Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority, agree to be bound by the Joint Exercise of Power Agreement, and its intention to have the Town of the member’s jurisdiction included in the service Town of the CCA; and

**WHEREAS**, the Town finds that adoption of this resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a “project” since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the resolution is exempt from CEQA, as there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

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

**Section 1.** The recitals above are true and correct and are incorporated into this resolution by this reference.

**Section 2.** The Town Council of the Town of Paradise hereby expresses its desire to become a member of the Pioneer Community Energy Joint Powers Authority.

**Section 3.** The Town Council of the Town of Paradise requests that the Board of Directors of Pioneer Community Energy approve the Town as a member of the Pioneer Community Energy Joint Powers Authority.

**Section 4.** The Town Council of the Town of Paradise approves the Amended and Restated Joint Exercise of Powers Agreement, as amended through Amendment No. 6 (attached hereto as Exhibit A and incorporated as if fully set forth herein) and authorizes the Mayor of the Town to execute same.

**Section 5.** The Town Council of the Town of Paradise authorizes the Town Manager or designee, to execute other documents necessary or desirable to facilitate membership in Pioneer Community Energy, subject to review and approval by Town Counsel.

**Section 6.** This resolution shall take effect at the time Ordinance No. 641, authorizing the Implementation of a Community Choice Aggregation Program in the Town, becomes effective.

**PASSED AND ADOPTED** by Town Council of the Town of Paradise at a regular meeting of the Council, held the 11th day of February, 2025, by the following vote of said Council:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

\_\_\_\_\_  
Scott E. Huber, Town Attorney

*File*

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF PLACER, STATE OF  
CALIFORNIA**

In the matter of:

Resolution No.: 2015-175

RESOLUTION OF THE COUNTY OF  
PLACER AUTHORIZING THE  
EXECUTION OF A JOINT EXERCISE  
OF POWERS AGREEMENT WITH THE  
CITY OF COLFAX, ESTABLISHING  
THE SIERRA VALLEY ENERGY  
AUTHORITY

The following Resolution was duly passed by the Board of Supervisors of the County  
of Placer at a regular meeting held on 8/18/15, by the following vote on roll call:

Ayes: DURAN, WEYGANDT, MONTGOMERY, UHLER

Noes: NONE

Absent: HOLMES

THE FOREGOING INSTRUMENT IS A CORRECT  
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE  
ATTEST

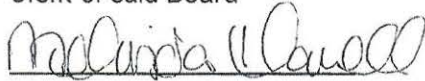
APRIL HOLMAN  
Clerk of the Board of Supervisors, County  
of Placer, State of California

  
Deputy Clerk

Signed and approved by me after its passage.

  
Chairman, Board of Supervisors

Attest:  
Clerk of said Board



THE BOARD OF SUPERVISORS (THIS "BOARD") OF THE COUNTY OF  
PLACER (THE "COUNTY"), STATE OF CALIFORNIA (THE "STATE"), DOES  
HEREBY RESOLVE THAT:

**WHEREAS**, the County is a political subdivision of the State, organized and  
existing pursuant to the Constitution and laws of the State; and

**WHEREAS**, the County and City of Colfax (the "City") have proposed forming a joint powers authority under the provisions of Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "**Joint Powers Law**"), for the purpose of providing assistance to the County and City, and any other public agencies that become members of the joint powers authority from time to time in accordance with the Agreement (as defined below) (collectively, the "**Members**"), with the development and implementation of public and private sector energy and resource development and conservation programs under which local water, energy and economic development needs and goals will be determined, and infrastructure programs will be planned, developed and administered, and with the financing and refinancing of capital improvement projects of the Members and the financing of working capital for the Members; and

**WHEREAS**, to that end, this Board wishes at this time to approve the execution and delivery of a Joint Exercise of Powers Agreement (the "**Agreement**") by and between the County and City, establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Powers Law;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

SECTION 1. This Board hereby specifically finds and declares that the actions authorized hereby constitute, and are with respect to, public affairs of the County, and that the statements, findings and determinations of the County set forth in the preambles above and of the documents approved herein are true and correct.

SECTION 2. Establishment of Sierra Valley Energy Authority. This Board hereby approves the establishment of the Sierra Valley Energy Authority (the "**Authority**") under the Joint Powers Law, pursuant to the Agreement, in the form on file with the Clerk of the Board of Supervisors. Any member of this Board is hereby authorized and directed to execute, and the Clerk of the Board of Supervisors is hereby authorized and directed to attest and affix the seal of the County to, the Agreement in the name and on behalf of the County.

2

SECTION 3. Authorization to Make Necessary Filings. The firm of Jones Hall, A Professional Law Corporation, as bond counsel to the County, is hereby authorized

and directed to cause to be prepared, executed and filed any and all reports, statements and other documents as may be required in order to implement the establishment of the Authority.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.



**City of Colfax  
City Council**

**Resolution № 35-2015**

**AUTHORIZING PARTICIPATION OF THE CITY OF COLFAX IN THE JOINT POWERS  
AUTHORITY, SIERRA VALLEY ENERGY AUTHORITY, AND APPOINTING A CITY  
COUNCIL REPRESENTATIVE AND ALTERNATE**

---

**WHEREAS**, the City of Colfax (City) and Placer County (County) have proposed forming a joint powers authority in order to provide assistance to the County and City, and any other public agencies that become members of the joint powers authority (collectively, the "Members") for the purpose of financing and refinancing capital improvement projects for local water, energy, economic development and infrastructure; and,


**WHEREAS**, the City Council of the City of Colfax wishes at this time to approve the execution and delivery of a Joint Powers Agreement (the "Agreement") by and between the City and the County, establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Powers Law;

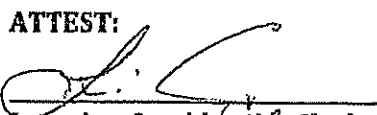
**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax that:

1. The Council hereby authorizes the establishment of the Sierra Valley Energy Authority pursuant to the attached Agreement. The Mayor is hereby authorized and directed to execute the Agreement in the name and on behalf of the City.
2. The Council designates Mayor Pro Tem Parnham as representative to Sierra Valley Energy Authority and Councilmember Harvey as the alternate.

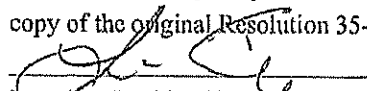
**PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Colfax held on the 9<sup>th</sup> day of September, 2015 by the following vote of the Council:

**AYES:** Douglass, Harvey, Hesch, Parnham  
**NOES:** None  
**ABSENT:** Delfino  
**ABSTAIN:** None

  
\_\_\_\_\_  
**Kim A. Douglass, Mayor**

**ATTEST:**  
  
\_\_\_\_\_  
**Lorraine Cassidy, City Clerk**

I, Lorraine Cassidy, City Clerk of the City of Colfax, County of Placer, California do hereby certify that this is a true and correct copy of the original Resolution 35-2015 adopted on September 9, 2015 by the City Council of the City of Colfax.

  
\_\_\_\_\_  
Lorraine Cassidy, City Clerk

**JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE ESTABLISHMENT OF THE  
SIERRA VALLEY ENERGY AUTHORITY**

THIS Joint Exercise of Powers Agreement (hereafter "Agreement"), effective as of the date set forth in Section 3, by and between the COUNTY OF PLACER, a political subdivision of the State of California (the "County") and the CITY OF COLFAX, a general law city and municipal corporation (the "City"), establishes the SIERRA VALLEY ENERGY AUTHORITY (the "Authority").

RECITALS:

- A. Whereas, each of the parties to this Agreement has a vested interest in clean energy growth and development, resource conservation and the economic well-being of its respective jurisdiction and the region as a whole; and,
- B. Whereas, each of the parties to this Agreement desires to enter into this Agreement to provide for assistance with programs that foster clean energy growth and development, resource conservation and the economic well-being of its respective jurisdiction and the region as a whole.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the parties hereto agree to establish a joint powers authority as follows:

Section 1. Parties: Authority for this Joint Exercise of Powers Agreement

The parties to this Agreement shall be the County, the City and each public agency that has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to become a party to this Agreement, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under Section 4 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely to those rights expressly set forth in a PACE Agreement authorized in Section 4 of this Agreement.

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "Act") and relates to the joint exercise of power common to the parties to this Agreement and the exercise of additional powers granted under the Act.

Section 2. Creation of Authority

The Authority is hereby created as an authority and public entity under the Act. As provided in the Act, the Authority shall be a public entity separate from the parties to this Agreement. The debts, liabilities and obligations of the Authority shall not constitute

debts, liabilities or obligations of the parties to this Agreement.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in sections 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State.

#### Section 2. Purpose of Agreement

The purpose of the Agreement is to create a separate public entity to provide assistance to the parties to this Agreement with the development and implementation of public and private sector energy and resource development and conservation programs under which local water, energy and economic development needs and goals will be determined, and infrastructure programs will be planned, developed and administered, and with the financing and refinancing of capital improvement projects of the parties to this Agreement and the financing of working capital for the parties to this Agreement.

#### Section 3. Term

This Agreement shall become effective upon execution by all of the parties hereto and shall continue in full force and effect until terminated in the manner herein provided.

#### Section 4. Powers

The Authority shall have any and all common powers of the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the City.

The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

- A. Develop and implement comprehensive energy and resource development and conservation programs within the jurisdiction of the parties to this Agreement under which local energy needs and goals will be determined by input from the parties to this Agreement, and with assistance of energy development and resource conservation programs, through which energy and infrastructure programs and enterprises will be planned, conducted, evaluated and implemented.
- B. Act as grant recipient, fiscal agent and administrative entity for any available federal, state, local or private sector programs, and disburse and account for funds so received.
- C. Make and enter into contracts necessary for day to day operation of the Authority, employ agents and employees, including contracts for the

services of engineers, attorneys, planners, financial and energy industry consultants and other service providers.

- D. Acquire, lease, rent, construct, manage, maintain, hold or dispose of property, real, financial or personal, including buildings, public works or improvements, equipment, material and supplies and other assets.
- E. Incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Act. Any bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable indentures or similar such agreements, and shall not constitute a charge against the general credit of the Authority. The bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable indentures or similar such agreements. The bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including the parties to this Agreement, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including the parties to this Agreement, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the bonds nor shall the State or any public agency or instrumentality thereof, including the parties to this Agreement, in any manner be obligated to make any appropriation for such payment. The approval of the Governing Board shall be required for the Authority to incur debts, liabilities and obligations or to issue bonds, but the approval of the parties to this agreement shall not be required.
- F. Establish and operate one or more programs for the financing and refinancing of distributed generation renewable energy, energy efficiency and water efficiency improvements (each, a "PACE program") pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code or other applicable law, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of the Authority.
- G. Establish an "Associate Member" status that provides membership in the Authority to local jurisdictions that are outside the Authority's original jurisdictional boundaries, but within whose boundaries a PACE program will be established and implemented by the Authority. Said local

jurisdictions shall become Associate Members of the Authority by adopting one or more agreements or amendments of this Agreement (the "PACE Agreements") on terms and conditions established by the Authority. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreements for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreements, Associate Members shall not have any rights otherwise granted to the members of the Authority by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement.

- H. Monitor, evaluate and take corrective action concerning performance specified in any agreement, and contracts or agreements into which the Authority has entered and evaluate the effectiveness of individual programs.
- I. Adopt, promulgate and enforce such bylaws, rules and regulations as the Authority deems necessary for operation and management of the Authority and implementation of the programs.
- J. Invest any money pursuant to Section 6505.5 of the Act which is not required for the immediate necessities of the Authority, as the Authority determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code.
- K. Sue or be sued in its own name.

#### Section 5. Governing Body: Officers

- A. Membership. Except as provided below, the Governing Body of the Authority shall be a five (5) member Board, consisting of one member of the Board of Supervisors that is appointed by the Board of Supervisors, the County Executive Officer for the County, one member of the City Council that is appointed by the City Council, the City Manager for the City and the Placer County Treasurer-Tax Collector.

Each of the Board of Supervisors from the County and the City Council from the City shall also appoint not less than one alternate member. The term of office of each Governing Body member and alternate(s) appointed by the Board of Supervisors or the City Council, as applicable, may be terminated by such body at any time.

The designated alternate shall have authority to attend, participate, and vote at any meeting of the Governing Body whenever the regular member, for whom they are designed to act as an alternate, is absent from the meeting.

Immediately upon admission of a new member that is not an Associate Member pursuant to Section 15, such member shall be entitled to appoint two members of the Governing Body.

- B. Quorum. The majority of the members of the Governing Body shall constitute a quorum. No action may be taken by the Governing Body unless a quorum is present and there is an affirmative vote by a majority of the Governing Body members, except that less than a quorum may adjourn a meeting from time to time.
- C. Chairperson. The Chairperson and Vice Chairperson of the Governing Body shall be selected by the Governing Body from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.
- D. Secretary. The Governing Body shall appoint a Secretary to the Governing Body who shall be the Executive Director of the Authority.
- E. Meetings. All meetings of the Governing Body shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act").
- G. Bylaws. The Governing Body shall adopt bylaws for the conduct of business which shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.
- H. Officers. The Officers of the Authority shall consist of the Executive Director, the Auditor-Controller and the Treasurer described below and a Secretary appointed by the Board.

#### Section 6. Executive Director and Other Staff

- A. The Governing Body shall be assisted by an Executive Director who shall be appointed by the Governing Body and shall serve at the pleasure of the Governing Body. The Executive Director shall in turn hire and supervise any Authority employees or consultants.
- C. The Governing Body may delegate a contract approval function to the Authority's Executive Director. The Governing Board shall adopt any such delegation by resolution.
- D. The Governing Body may appoint or contract for the services of an independent monitor to review programs operated by the Authority and to report to the Governing Body.

#### Section 7. Auditor-Controller and Treasurer

The Auditor-Controller of the County of Placer shall be the Auditor-Controller of the Authority.

The Placer County Treasurer shall be the Treasurer of the Authority, shall have custody of all monies received by the Authority, and shall:

- A. Receive all funds of the Authority and place them in the Treasury of the County of Placer to the credit of the Authority.
- B. Be responsible upon his or her official bond for safekeeping and disbursement of all money of the Authority so held. The Treasurer and such officer shall file an official bond as required by section 6505.1 of the Act, in the amount specified by resolution of the Board but in no event less than \$1,000; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by a trustee or other fiduciary in connection with any bonds or other debt). The cost of the bond shall be paid by the Authority.
- C. Pay, when due, out of the Authority funds so held, all sums due from the Authority upon presentation of authorization from the Authority.

#### Section 8. Meetings of the Governing Body

- A. The Governing Body shall hold its regular meetings four times a year. It may, by resolution, provide for additional regular meetings, and by act of the President or a majority of the members provide for special meetings.  
  
The date, hour and place of such regular meetings shall be fixed by resolution of the Governing Body.
- B. Meetings may be held by telephonic or other electronic means
- C. All meetings of both the Governing Body shall be called, held, noticed and conducted subject to the provisions of the Brown Act.

#### Section 9. Fiscal Year

For the purposes of this Agreement, the Authority shall have a fiscal year from July 1 to and including the following June 30.

#### Section 10. Records and Reports

The Governing Body, shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this Agreement or its representatives. Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

### Section 11. Debts, Liabilities and Obligations

The debts, liabilities and obligations of the Authority shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party under this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable, except as provided by Government Code sections 895 through 895.8.

### Section 12. Insurance

During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall also contain a written endorsement to such policy or policies which names each of the members that are not Associate Members as additional insureds.

### Section 13. Right of Withdrawal

Any party to this Agreement may withdraw upon written notice of such withdrawal to the other parties not less than six (6) months prior to the effective withdrawal date therein specified; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any debt of the Authority is unpaid.

### Section 14. Termination of Agreement

This Agreement may be terminated:

- A. Upon the joint actions of the Board of Supervisors and City Council to mutually terminate this Agreement.
- B. Upon withdrawal of such number of parties from this Agreement as to reduce the remaining number of parties to less than two members.

However, no termination of this Agreement shall be effective until the full retirement of any outstanding debt. Any party may fund the retirement of the debt for the purpose of terminating the Authority.

### Section 15. New Members

With the approval of two-thirds (2/3rds) of the Governing Body, any qualified public agency (as defined by Section 6500 of the JPA law) may become a party of this Agreement. A party to this Agreement may be a voting member or an Associate Member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving of this Agreement and, with respect to Associate Members, any related PACE Agreements. The date and terms upon which the applying public agency will become a member will be determined by the Governing Body.



#### Section 16. Termination of Powers

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

#### Section 17. Disposition of Assets: Property and Money

Upon termination of this Agreement under Section 14, all costs, expenses, and charges legally incurred by the Authority shall be paid and discharged; and the Authority shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected parties except to the extent otherwise agreed upon by the affected parties.

#### Section 18. Amendments

This Agreement may be amended at any time by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, (a) any amendment required to add a new member that is not an Associate Member shall only be executed by the new member and the members of the Authority that are not Associate Members and (b) any amendment required to add a new member that is an Associate Member shall only be executed by the new member and the Authority.

#### Section 19. Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the members, and the Authority at the time of making such advance as provided by section 6512.1 of the Act. It is mutually understood and agreed that none of the members has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The members may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

#### Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the parties.

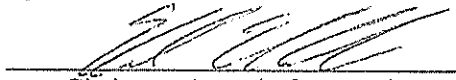
Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each party signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the latest date that the City or County executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

EXECUTED ON  
AUGUST 18, 2015

By

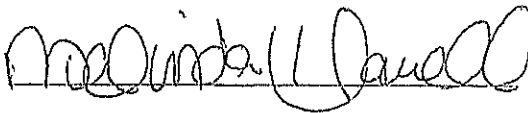
  
\_\_\_\_\_  
Chairman, Board of Supervisors

COUNTY OF PLACER, a political  
subdivision

And approved as to form

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

EXECUTED ON  
SEPTEMBER 9, 2015

By

  
\_\_\_\_\_  
Mayor, City Council

CITY OF COLFAX, a general law city and  
municipal corporation

And approved as to form

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

**TOWN OF PARADISE  
ORDINANCE NO. 641**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING  
THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN THE  
TOWN OF PARADISE UNDER PUBLIC UTILITIES CODE SECTION 366.2**

**THE TOWN COUNCIL OF THE TOWN OF PARADISE, STATE OF CALIFORNIA, ORDAINS  
AS FOLLOWS:**

**SECTION 1.** Chapter 2.47 entitled Community Choice Aggregation Program is added to the Paradise Municipal Code as follows:

2.47.010 - Findings

The Town Council hereby finds and determines as follows:

1. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and
2. On September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and
3. The California Public Utilities Commission certified the "Implementation Plan" of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and
4. On February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and
5. Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy ("Pioneer"), as it is known today; and
6. Subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the County of El Dorado and the Cities of Grass Valley, Nevada City, and Placerville to become Voting Members; and
7. Currently electricity is generated and provided to the residents of the Town of Paradise by Pacific Gas and Electric Company (PG&E) with no alternative provider for the Town.
8. The Town finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E.

9. In 2024, the Town and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of Town into the service area of Pioneer.

10. Contingent on completion of those discussions and studies, the Town believes joining Pioneer will provide financial and other advantages to businesses and residents of the Town.

11. The Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction under California Public Utilities Code section 366.2.

12. The Town finds that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a “project” since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

#### 2.47.020 - Authorization to Implement a Community Choice Aggregation Program

Based upon the findings in Section 2.47.010, and in order to provide businesses and residents within the Town of Paradise with a choice of power providers, the Town Council of the Town of Paradise hereby elects to authorize and implement a Community Choice Aggregation Program within the areas currently served by PG&E through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority, contingent on all of the following: (a) completion of the impact analysis by Pioneer, (b) adoption of a resolution of intent by the Town expressing the Town’s desire to become a member of Pioneer, (c) approval of Pioneer Community Energy’s Amended and Restated Joint Exercise of Powers Agreement, as amended, by the Town, (d) approval by the Governing Board of Pioneer Community Energy of the membership of Town, and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the Town.

### **SECTION 2.**

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the Town Council of the Town of Paradise declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and effect or the validity of its application to other persons or circumstances.

**SECTION 3.** 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 4.** Publication. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within

the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

**PASSED AND ADOPTED** BY the Town Council of the Town of Paradise, County of Butte, State of California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott E. Huber, Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: February 11, 2025**

**Agenda Item: 6(g)**

**ORIGINATED BY:** Marc Mattox, Public Works Director/Town Engineer  
**REVIEWED BY:** Jim Goodwin, Town Manager  
**SUBJECT:** Bille Road and Olympia Way Culvert Emergency  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Consider adopting Resolution No. 2025-\_\_\_\_, “A Resolution of The Town Council Of The Town of Paradise Declaring An Emergency And Authorizing Repair Or Replacement Of the Bille Road at Olympia Way 18” Culverts Without Observance Of Public Bidding Requirements”; and,
2. Authorize the Town Manager to execute agreements for a contractor and/or materials for the subject project. (ROLL CALL VOTE)

**Background:**

Due to heavy storm conditions and flooding, the Public Works Department discovered a culvert failure along Bille Road at Olympia Way where a major tributary to Honey Run is located. Upon further inspection, the two undersized culverts were causing significant flooding and potential erosion underneath the roadway. The two culverts in question are approximately 18” in diameter and is of corrugated metal pipe material and reinforced concrete pipe material. The pipes themselves couldn’t handle the increased storm conditions and flow, causing significant flooding overtopping the road. As stated in the Town’s 2022 Storm Drainage Master Plan “The design flow at this location is 300 cubic feet per second. The existing channel and stream are not adequate to convey the design flow.” As a result of this condition, Public Works immediately put in place a roadway closure to ensure regular or emergency traffic does not drive over the comprised culvert or roadway, causing further failure and/or injury.

A map and photos of the existing conditions are attached to this Agenda Summary.

**Analysis:**

Staff is recommending Council declare an emergency to repair or replace the culverts. This declaration is critical to shorten the amount of time whereas an emergency evacuation route is unavailable. Replacing the existing culverts is necessary to potentially protect life and property should an emergency occur, or an evacuation be required. Using this action, staff can forgo the formal design, competitive bidding, and construction process which would take at least 6-12 months.

## Financial Impact:

The cost of the repairs and replacements based on similar scenarios and projects is around \$500,000. Staff will be working with various engineers and contractors in advance of the Council meeting and will provide more information on expected costs during this agenda item consideration.

## Environmental Review:

The project is exempt under State CEQA Guidelines [15269(b)(c)], which states:

15269. EMERGENCY PROJECTS The following emergency projects are exempt from the requirements of CEQA.

The following emergency projects are exempt from the requirements of CEQA.

(b) Emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.

(c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.

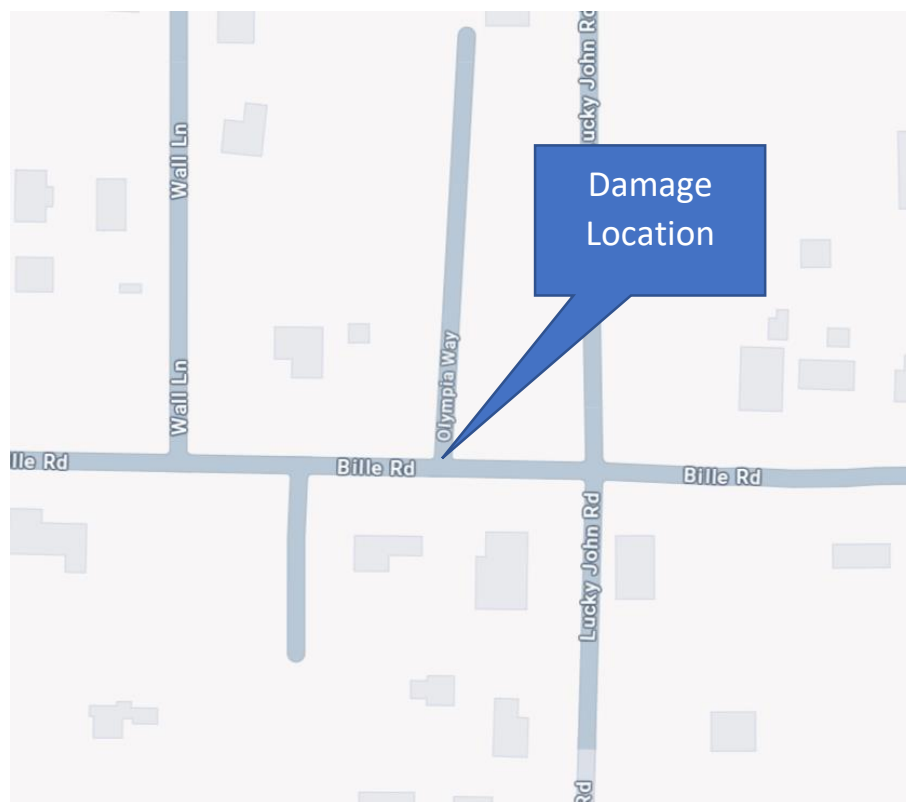


Figure 1 – Project Location





*Figure 2 – Bille Road and Olympia Way Flooding*





*Figure 3 – Bille Road Flooding Over Roadway*



*Figure 4 – Significant Flooding Along Bille Road*





**PROJECT LOCATION 12**

Bille Road near Lucky John Road

PARADISE, CA  
MAY 2022

Legend	
	Existing Gravity Main
	Existing Culvert
	10-yr Buildout Depth
	Value
	32
	0.25
	Major Interval - 5 feet
	Minor Interval - 1 foot

0 12.5 25 50  
Feet

NORTH

WOOD RODGERS

Figure 5 – Modeled Flooding

**TOWN OF PARADISE  
RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
DECLARING AN EMERGENCY AND AUTHORIZING REPAIR OR  
REPLACEMENT OF THE BILLE ROAD AT OLYMPIA WAY 18" CULVERTS WITHOUT  
OBSERVANCE OF PUBLIC BIDDING REQUIREMENTS.**

**WHEREAS**, recent aging, degradation, and capacity of two 18" culvert pipes crossing Bille Road at Olympia Way has caused significant flooding and possible structural failures to the roadway; and,

**WHEREAS**, this damage has caused Bille Road and Olympia Way to be closed at this location due to the potential for roadway collapse from normal or emergency evacuation traffic; and,

**WHEREAS**, based on the staff report attached hereto, the damage to the culvert and roadway must be replaced, or mitigated immediately to prevent a lapse in daily transportation function and emergency evacuation capacity to the general public; and,

**WHEREAS**, to protect the health and safety of the public, the Town must take swift action to immediately replace the Bille Road at Olympia Way culverts and make roadway repairs accordingly.

**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 findings as if fully set forth herein.

**Section 2.** The above facts constitute an emergency situation that must be remedied immediately for the public health and safety of the community.

**Section 3.** Based upon California Public Contract Code sections 20168 and 22050 and the above facts, the Council finds that competitive solicitation for material bids to replace the culvert would result in an unacceptable delay in the reopening of the roadway. Any delays further increase the potential for Bille Road to be needed during an emergency evacuation while it is indefinitely closed.

**Section 4.** The Town Manager is authorized to execute contracts, make purchases with contractors and suppliers to replace the culvert in accordance with the Town's guidelines and to take whatever actions are necessary to implement this resolution.

**Section 3.** The Bille Road and Olympia Way Culvert Repair Project is exempt from the provisions of the California Environmental Quality Act pursuant to State CEQA Guidelines [15269(b)(c)] Emergency Projects.

**PASSED AND ADOPTED** by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 11<sup>th</sup> day of February, 2025, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melanie Elvis, Town Clerk

\_\_\_\_\_  
Scott E. Huber, Town Attorney