



Town of Paradise Town Council Adjourned Meeting Agenda 3:00 P.M. – February 27, 2018

Town Hall Council Chamber, 5555 Skyway, Paradise, CA

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

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

Meeting Procedures

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

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

1. OPENING

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

2. 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.

3. 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. Consider Awarding Contract No. 16-02, Trailway Enhancements Project to Pacific Excavation of Elk Grove, California in the amount of their bid of \$1,576,928.00. (ROLL CALL VOTE)
- 6b. Following presentation(s) by staff, consider setting budget priorities for the 2018-2019 Fiscal Year, including funding consideration for the 2018-2019 Measure C Funds.

4. ADJOURNMENT

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



TOWN OF PARADISE
Council Agenda Summary
Date: February 27, 2018

Agenda No. 3(a)

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

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Trailway Enhancements Project Contract Award

COUNCIL ACTION REQUESTED:

1. Consider Awarding Contract No. 16-02, Trailway Enhancements Project to Pacific Excavation of Elk Grove, California in the amount of their bid of \$1,576,928.00.

Background:

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

On October 22, 2015, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program, including \$1,391,000 at 97.5% reimbursement for the Trailway Enhancements Project.

Town staff prepared the plans, specifications, and cost estimate for the Trailway Enhancements Project. The final project includes the addition of 228 LED streetlights (15' high, dark-sky compliant) which will be spaced every 125' along the trailway from 7 different service connections. The flashing beacons will be installed at Clark Rd, Wagstaff Rd, Bille Rd, Maxwell Dr, Elliott Rd and Foster Rd. All intersections will be improved with new ramps and crosswalk advanced warning markings. The original scope of work also included widening the trailway from 8' minimum to 10' preferred.

On December 12, 2017, Town Council adopted a resolution approving the Plans, Specifications and Estimates and authorized staff to seek formal bids for the project.

The Trailway Enhancements Project was formally advertised for bids on December 13, 2017. The project advertisement was published in the Paradise Post on December 16 and 27, in compliance with public contract codes. Plans and Specifications were provided to 12 local, regional, and national construction exchanges.

On January 8, 2018, four bids were received by the Town Clerk and publicly opened. A list of bids and their respective electrical subcontractors are shown below:

Bid	Prime Contractor	Electrical Subcontractor	Bid Amount
1	Pacific Excavation	None	\$1,576,928.00
2	Franklin Construction	Pacific Excavation	\$1,776,229.00
3	Robert J Frank Construction	Terry Hansen Electric	\$2,095,194.00
4	SnL Group	Stephen's Electrical	\$2,564,319.00
X	Engineer's Estimate	N/A	\$1,254,782.00

As evidenced by the total bid amounts, construction bids were far higher than expected. This bid cycle is the latest example of exponentially increasing costs due to an improved economy and other various factors.

On January 9, 2018 staff requested Town Council take no action in awarding or rejecting bids received while alternatives are explored to complete the project work.

The Town of Paradise Public Works Department simply does not have adequate funding reserves to absorb the construction cost increase for a project that is funded 97.5% by secured grants. Understanding the project was already value-engineered to an extreme level, staff began working with Butte County Association of Governments staff, Caltrans Division of Local Assistance staff, and California Transportation Commission staff to consider modification of the project scope without re-advertising the project. With their support, staff submitted Attachment A of this report for the California Transportation Commission to formally take action on a scope change request. In short, the scope change would delete the proposed widening from 8' to 10' of the trailway surface. Eliminating the widening has a minor benefit reduction, however would enable the Town to deliver remaining components – lighting the trailway, improving the crosswalks and increasing ADA compliance.

On January 11, 2018, staff submitted all scope change documentation to Caltrans District 3 Local Assistance for review. This process also includes review by Caltrans Headquarters staff as well as the California Transportation Commission staff, and possibly the California Transportation Commission at a regular scheduled meeting.

On February 13, 2018, Paradise Town Council voted to concur with the staff's recommendation, seeking approval from the California Transportation Commission to formally amend the project scope, eliminating the trailway widening component.

Analysis:

On February 20, 2018, staff received approval from the California Transportation Commission staff, stating the proposed changes qualified as a minor scope change and were administratively approved to proceed to construction award. The request does not need formal consideration by the California Transportation Commission.

With this approval, staff is requesting Council award Contract 16-02 to Pacific Excavation of Elk Grove, CA in the amount of their bid of \$1,576,928.00. Following contract execution, staff will

request to modify the scope of the project with a proposed contract change order to formally delete the trailway widening items of work.

If awarded, staff expects construction to begin this spring with completion expected this summer, pending lead times of the lighting material manufacturing and delivery.

Financial Impact:

The contract amount is \$1,576,928.00. With the proposed contract change order, the following project budget would be adjusted as follows:

	<i>Contract Award</i>	<i>Contract with Proposed Change Order 1</i>
<i>Construction Contract – ATP Grant</i>	\$1,239,436	\$1,239,436
<i>Construction Contract – Transit Matching Funds</i>	\$31,780	\$31,780
<i>Construction Contract – General Fund</i>	\$305,712	\$0
<i>Construction Contract – Subtotal</i>	\$1,576,928	\$1,271,216
<i>Construction Contingency – ATP Grant</i>	\$47,775	\$47,775
<i>Construction Contingency – Transit Matching Funds</i>	\$1,225	\$1,225
<i>Construction Contingency – Subtotal</i>	\$49,000	\$49,000
<i>Construction Engineering – ATP Grant</i>	\$19,500	\$19,500
<i>Construction Engineering – Transit Matching Funds</i>	\$500	\$500
<i>Construction Engineering – Subtotal</i>	\$20,000	\$20,000
<i>TOTAL</i>	\$1,676,928	\$1,340,216

Following execution of the proposed contract change order 1, the project construction accounting totals are shown below:

Active Transportation Program Grant	\$1,306,711
Transit Matching Funds	\$33,505
General Fund	\$0

Owner-Contractor Agreement

Trailway Enhancements Project Contract No. 16-02

THIS AGREEMENT, made this _____ day of _____, 2018, in triplicate, between the Town of Paradise ("Town"), and _____, ("Contractor").

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees, at Contractor's own proper cost and expense, to do all the project work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the Town, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Town, the project work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2015, the Standard Specifications, dated 2015 (within the Caltrans Standard Specifications, the word "Department" shall mean the "Town") and the Labor Surcharge and Equipment Rental Rates in effect on the date the project work is accomplished, which the special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Notice to Bidders, Special Provisions, Bid Documents, Contract Forms, and Project Exhibits included in this Agreement are dated December 6, 2017 and are entitled:

Bid Book for Trailway Enhancements Project Contract No. 16-02

Which are hereby made part of this Agreement.

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

Contract Bid Items for Contract No. 16-02

Trailway Enhancements Project

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	Mobilization	LS	1	\$33,584.00	\$33,584.00
2	Traffic Control System	LS	1	\$22,500.00	\$22,500.00
3	Water Pollution Control Program and Erosion Control	LS	1	\$2,500.00	\$2,500.00
4	Clearing and Grubbing	LS	1	\$36,500.00	\$36,500.00
5	Trailway Widening (net 2' width, incl. grading and compaction of existing material)	LF	22836	\$4.50	\$102,762.00
6	Trailway Widening HMA (3")	TON	990	\$205.00	\$202,950.00
7	RRFB Crosswalk Assembly (incl. trenching, conduits, pullboxes, foundations, poles, beacons, etc.)	EA	7	\$10,065.00	\$10,065.00
8	Minor Concrete, ADA Pedestrian/Bike Ramp	EA	15	\$5,400.00	\$5,400.00
9	Trailway Lighting – Fixtures, Poles, Foundations	EA	228	\$1,500.00	\$1,500.00
10	Trailway Lighting – Conduits, Wire, Trenching, Services, Etc.	LS	1	\$630,545.00	\$630,545.00
10	Type II Micro-Surfacing	SY	25066	\$2.00	\$50,132.00
11	12" White Thermoplastic	SF	200	\$5.00	\$1,000.00
12	Yield Here Markings	EA	40	\$25.00	\$1,000.00
TOTAL BASE BID AMOUNT =					\$1,576,928.00

ARTICLE III. – The Town hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the project work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby agrees to pay the same at the time, in the manner and upon the conditions above set forth; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained in this Agreement.

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

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

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

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

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

ARTICLE IX. – Notwithstanding any other provision, all claims by the Contractor for \$375,000 or less against the Town shall be subject to the procedures set forth in Public Contract Code sections 20104 to 20104.8; a copy of which is shown below:

20104.

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

20104.2.

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

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed,

the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits Contractor's or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4.

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

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

20104.6.

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

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

TOWN OF PARADISE

By _____

Lauren Gill, Town Manager

By _____

Contractor

Licensed in accordance with an act providing for the registration of contractors,

License No. _____

Federal Employer Identification Number _____

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

Dwight L. Moore, Town Attorney

Approved Effective _____

Bond of Faithful Performance

Trailway Enhancements Project

Contract No. 16-02

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, the Contractor in the contract hereto annexed, as principal, and _____, as surety, are held and firmly bound unto the Town of Paradise in the sum of _____ (\$_____) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by Contractor, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the project work of Trailway Enhancements Project, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the project work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the project work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

Town Attorney

Town of Paradise

Certificate of Acknowledgement

State of California

County of Butte

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

Payment Bond

Trailway Enhancements Project

Contract No. 16-02

(Section 3247, Civil Code)

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the project work described as follows: **Trailway Enhancements Project**.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$_____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to project work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and Contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such project work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2016

By: _____

Principal

By: _____

Attorney-in-Fact

Certificate of Acknowledgement

State of California

County of Butte

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public