



Town of Paradise Town Council Meeting Amended Agenda 6:00 PM – February 09, 2021

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

Mayor, Steve Crowder
Vice Mayor, Jody Jones
Council Member, Greg Bolin
Council Member, Steve “Woody” Culleton
Council Member, Rose Tryon

Town Manager, Kevin Phillips
Town Attorney, Mark A. Habib
Town Clerk, Dina Volenski
Community Development Director, Susan Hartman
Administrative Services Director/Town Treasurer – Vacant
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, Garrett Sjolund
Chief of Police, Eric Reinbold
Disaster Recovery Director, Katie Simmons

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.

Public Participation

In accordance with Governor Newsom’s Executive Order N-29-20, remote public participation is allowed in the following ways:

Town Council meetings are available to be viewed on YouTube at <https://www.youtube.com/channel/UCahySuEER2uUrqJ6G5ET-Xg/>

Public comment will be accepted by email with the subject line PUBLIC COMMENT ITEM ___ to dvolenski@townofparadise.com prior to 5:30 p.m. on the day of the meeting and will be read into the record during public comment. Written comments are subject to the regular time limitations of three minutes per speaker, please limit to 200 words or less. If you are unable to provide your comments in writing, please contact the Town Clerk’s office for assistance at (530) 872-6291.

Public comment may be submitted by telephone during the meeting, prior to the close of public comment on an item by calling (530) 872-5951 at the time indicated by the Mayor. Alternately, you may send an email with the subject line:

TELEPHONE PUBLIC COMMENT ITEM ___ to the Town Clerk dvolenski@townofparadise.com prior to 5:30 p.m. on the day of the meeting, include your telephone number and the Mayor will call you during public comment.

Disabled persons may request reasonable modifications or accommodations relating to the use of telephonic or electronic observation and participation prior to the Council meeting by contacting the Town Clerk at (530) 872-6291 ext. 102.

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. Town Council Recognition of Employees Service to the Town of Paradise for 2020. Presented by Mayor Steve Crowder.

20 Years

Robert Nichols - Police Department

10 Years

Crystal Peters - Human Resources & Risk Management

5 Years

Perry Walters - Police Department

- 1f. Special recognition is awarded to sworn and non-sworn police personnel and volunteers for their exemplary contributions to the department.
 - Police Officer of the Year: **Officer Dominic Vannucci**
 - Civilian employee of the year: **CSO Amanda Oakley**
 - VIP of the year: **Lisa Robinson**
- 1g. Financial Advisor Update - Meeder Investments
- 1h. Online Market Place Update from the Chamber of Commerce-Monica Nolan
- 1i. Presentation by Ron Sandmann, Emshire LLC regarding Log Processing facilities.
- 1j. Camp Fire Recovery Updates:
 - Trees, Advocacy, Recovery Projects and Emergency Management- Disaster Recovery Director Katie Simmons
 - Public Works Infrastructure Recovery and Sewer Update - Public Works Director/Town Engineer Marc Mattox
 - Business Update - Assistant to the Town Manager Colette Curtis
 - Housing Update - Kate Anderson

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.](#) p6 Approve minutes of the December 29, 2020 Special and January 12, 2021 Regular Town Council meetings.
- [2b.](#) p12 Approve January 2021 Cash Disbursements in the amount of \$1,561,310.91
- [2c.](#) p20 1. Approve Resolution No. 21-04, A Resolution of the Town Council of the Town of Paradise accepting the Reseeding Advance Planning Grant Award, A Hazard Mitigation Grant Program Post Fire (HMAP-PF) For Advanced Assistance from the Federal Emergency Management Agency.

2. Approve Resolution No. 21-05, A Resolution of the Town Council of the Town of Paradise accepting the Residential Ignition Resistant Program Advanced Planning Grant Award, a Hazard Mitigation Grant Program Post Fire (HMAP-PF) for Advanced Assistance from the Federal Emergency Management Agency.

3. Approve Resolution No. 21-06, A Resolution of the Town Council of The Town of Paradise Authorizing Town Staff to Apply for a Hazard Mitigation Grant Program Post Fire (HMAP-PF) for the Generator Replacement Program for Fire Station #82 and Animal Control Facility from the Federal Emergency Management Agency.

2d. p52 Ratify Letter of Support for Community Housing Improvement Program (CHIP) to build eight new homes in Paradise (letter due to CHIP by January 29, 2021).

2e. p54 Approve the following Program Supplement Agreements for Emergency Relief projects to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15:

1. PSA No. F023 for Project ER-38Y0(009) On-System Culvert Replacement

2. PSA No. F024 for Project ER-38Y0(011) On-System Hardscape Replacement

3. PSA No. F025 for Project ER-38Y0(012) On-System Road Rehabilitation

4. PSA No. F026 for Project ER-38Y0(013) On-System Sign Replacement

5. PSA No. F027 for Project ER-38Y0(025) Neal Road Rehabilitation; and,

Adopt Resolution No. 21-07, A Resolution of the Town Council of the Town of Paradise authorizing the Town Manager, or designee, to sign the above listed Program Supplement Agreement to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15.

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.

Public Hearing Procedure:

A. Staff Report

B. Mayor opens the hearing for public comment in the following order:

i. Project proponents (in favor of proposal)

ii. Project opponents (against proposal)

iii. Rebuttals – if requested

C. Mayor closes the hearing

D. Council discussion and vote

- [5a.](#) p94 Conduct the duly noticed and scheduled public hearing to solicit comments regarding a proposed Substantial Amendment to the 2019-20 Annual Plan for the Community Development Block Grant. (This is the first of two public hearings, no action is requested at this time.)

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.](#) p98 1. Consider awarding Contract No.16-01.CON and Contract No. 17-04.CON, Almond Street Multimodal Improvements Project & Gap Closure Complex Project, to Baldwin Contracting Company, Inc. dba Knife River Construction, Chico, CA in the amount of their base bid; and, 2. Authorizing the Town Manager to execute an agreement with Baldwin Contracting Company, Inc. dba Knife River Construction relating to Contract No.16-01.CON and Contract No. 17-04.CON and to approve contingency expenditures not exceeding 10%; and, 3. Concurring with staff's recommendation of Mark Thomas and Company to perform Construction Engineering services for the Almond Street Multi-Modal Improvements Project & Gap Closure Complex Project; and, 4. Approving the attached Professional Services Agreement with Mark Thomas and Company and authorize the Town Manager to execute. (ROLL CALL VOTE)
- [6b.](#) p210 Consider concurring with Town staff's recommendation for the Town of Paradise to award and execute a professional services agreement with the first Urban Planning Partners Inc. to prepare and secure State Housing & Community Development (HCD) certification of the legally required periodic update to the Paradise General Plan Housing Element; and, 2. Authorizing the Town Attorney to draft an agreement for professional services to be executed between the Town of Paradise and Urban Planning Partners Inc. and, 3. Authorizing the Town Manager, on behalf of the Town of Paradise, to sign the awarded agreement for professional services with Urban Planning Partners Inc. (ROLL CALL VOTE)
- [6c.](#) p213 1. Consider adopting a motion to award a professional services agreement with Civitas, LLC to prepare and submit its Community Development Block Grant (CDBG) 2021-2025 Consolidated Plan and its 2021 Annual Action Plan, as well as update its Citizen Participation Plan and its Analysis of Impediments to Fair Housing; and, 2. Authorizing the Town Attorney to draft an agreement for professional services to be executed between the Town of Paradise and Civitas, LLC; and, 3. Authorizing the Town Manager, to execute an agreement for professional services with Civitas, LLC. (ROLL CALL VOTE)
- [6d.](#) p215 Consider discussion and providing staff with direction on desired changes, if any, to the Paradise Municipal Code relating to the street vending regulations to present at a future Council meeting.

- 6e. p218 Consider discussing signs in the Town of Paradise and provide staff with verbal direction and/or concurrence on the enforcement of post-Camp Fire damaged and/or abandoned commercial signs.
- 6f. p221 1. Consider waiving the first reading of Town Ordinance No. 603 and read by title only (roll call vote); and, 2. Introduce Town Ordinance No. 603. “An Ordinance of the Town Council of the Town of Paradise Amending Section 15.09.100 of the Paradise Municipal Code relating to “General Open Burning”. (ROLL CALL VOTE)
- 6g. p228 1. Consider reviewing and approving the 2020/21 mid-year budget report and budget adjustments; and, 2. Approving recommended personnel changes. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items - None
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

8. STAFF COMMUNICATION

- 8a. Town Manager Report

9. CLOSED SESSION

- 9a. Pursuant to Government Code section 54956.9(d)(1) The Town Council will hold a closed session with the Town Attorney Dwight L. Moore and Town Manager Kevin Phillips relating to the following pending litigation: Town of Paradise vs. Comcast Phone of California and Comcast Digital Phone and AT&T Corp. – Case No. 20-08-018 before the Public Utilities Commission of the State of California.

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	

MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 10:15 AM – December 29, 2020

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 10:18 a.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.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Clerk Dina Volenski, Town Engineer/Public Works Director Marc Mattox, Assistant Town Manager Colette Curtis, and Deputy Clerk Melanie Norris.

2. COUNCIL CONSIDERATION

- 2a. Town Engineer/Public Works Director Marc Mattox provided Council with an update on the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex and a history of bids. Staff recommended rejecting all bids and re-advertising the project.

MOTION by Bolin, seconded by Culleton, 1. Pursuant to Public Contract Code Section 20166, rejected all bids received for the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex; and, 2. Adopted Resolution No. 20-47, A Resolution of the Town Council of the Town of Paradise Approving the Revised Plans and Specifications and Estimates for the Almond St. Multi-Modal Improvements and the Paradise Gap Closure Complex and Authorizing Advertisement for Bids on the Projects. Roll call vote was unanimous.

3. ADJOURNMENT

Mayor Crowder adjourned the Town Council meeting at 10:40 A.M.

Date Approved: February 9, 2021

Steve Crowder, Mayor
Attest:

Dina Volenski, CMC, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – January 12, 2021**

1. OPENING

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

Mayor Crowder read how to participate in the meeting.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Attorney Mark Habib, Town Clerk Dina Volenski, Assistant to the Town Manager Colette Curtis, Town Engineer/Public Works Director Marc Mattox, Disaster Recovery Director Katie Simmons, and Community Development Director Susan Hartman.

1a. Camp Fire Recovery Updates:

Disaster Recovery Director Katie Simmons provided an update on Hazardous Tree Removal, Housing/CDBG-DR and Recovery Projects. Cole Glenwright from Cal OES participated by phone and answered questions regarding the Government ROE Hazardous Tree Program.

Public Works Director/Town Engineer Marc Mattox provided an update on the Transportation Master Plan.

Assistant to the Town Manager Colette Curtis provided a business update and highlighted Meehos Mexican Restaurant.

1b. Calli Jane DeAnda and Jim Houtman from the Butte County Fire Safe Council provided an update (via conference call) on Biomass Research to date in Butte County.

2. CONSENT CALENDAR

MOTION by Bolin, seconded by Jones, Approved consent calendar items 2a through 2e. Roll call vote was unanimous.

2a. Approved the minutes from the December 8, 2020 Regular Town Council meeting.

2b. Approved December 2020 Cash Disbursements in the amount of \$2,481,740.33

- 2c. Waived second reading of the entire Town Ordinance No. 601 and approved reading by title only; **AND**, Adopted Town Ordinance No. 601, “An Ordinance Rezoning Certain Real Property From “C-C” (Community-Commercial) to a “C-F” (Community-Facilities) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PUSD: PL20-00261)”.
- 2d. Adopted Resolution No. 21-01, a Resolution of the Town Council of the Town of Paradise Accepting Contract No. 9395.CON, Interim Safety Striping and Marking Improvements Project, Performed by Chrisp Company of Fremont, CA.
- 2e. Authorized the Town Manager to sign onto the Butte Regional Interoperable Communications System (BRICS) Primary User Agreement for Butte County Radio Network Access.

3. ITEMS REMOVED FROM CONSENT CALENDAR- None

4. PUBLIC COMMUNICATION

- 1. Rob Robertson submitted an email comment asking why dead trees are still standing near the roadway.
- 2. Monica Huchro submitted an email comment asking Council to open up the Council chambers to the public so they can be seen and heard.

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

- 6a. Disaster Recovery Director Katie Simmons provided a comprehensive overview of the After-Action Report and Corrective Action Plan.

MOTION by Bolin, seconded by Crowder, Accepted the After-Action Report; and, Authorized Town staff to implement the actions in the Corrective Action Plan. Roll call vote was unanimous.

At 7:57 p.m. Mayor Crowder recessed the meeting for a five-minute break.

At 8:02 p.m. Mayor Crowder resumed the Council meeting.

At 8:03 p.m. Council Member Greg Bolin recused himself from the dais due to a potential conflict of interest with this agenda item.

- 6b. Public Works Director/Town Engineer Marc Mattox provided a brief overview of the Paradise Sewer project and informed the Town Council that this item would be on the February 2, 2021 City of Chico Council agenda. Council voted on each proposed item separately.

MOTION by Jones, seconded by Culleton, Authorized the Town Manager to execute an Agreement with the City of Chico, approved by the Town Attorney, to facilitate work and grant-funded payments relating to the City's ability and needs to accept a direct connection from the Town of Paradise to their Water Pollution Control Plant. AYES: Crowder, Culleton, Jones, Tryon. NOES: None; ABSENT: Bolin; ABSTAIN: None.

MOTION by Jones, seconded by Crowder, Selected representation of Vice Mayor Jody Jones and Mayor Crowder to participate in Central Valley Regional Water Quality Control Board (Central Valley Water Board)-led committee which participates in the Paradise Sewer Project development. AYES: Crowder, Jones, Tryon; NOES: Culleton; ABSENT: Bolin; ABSTAIN: None.

MOTION by Culleton, seconded by Tryon, Authorized the Town Mayor to sign a sponsorship letter for Assembly Bill (Gallagher) Design Build Contracting for the Paradise Sewer Project. AYES: Crowder, Culleton, Jones, Tryon; NOES: None; ABSENT: Bolin; ABSTAIN: None.

At 8:14 p.m. Council Member Bolin returned to the dais.

- 6c. Town Manager Kevin Phillips provided an update on Management Partners as the selected firm to create a financial sustainability model for the Town of Paradise.

MOTION by Bolin, seconded by Crowder, 1. Requested the Council to approve the sole source procurement of Management Partners for financial services; and 2. Authorized the Town Manager to enter into a not-to-exceed agreement with Management Partners for the creation of a financial sustainability model with a one-time fee of \$79,990. Roll call vote was unanimous.

- 6d. Town Manager Kevin Phillips provided an update on the Development Impact Fees for the Town of Paradise.

MOTION by Bolin, seconded by Jones, adopted Resolution No. 21-02, A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006. Roll call vote was unanimous.

- 6e. Disaster Recovery Director Katie Simmons provided a brief update on CDBG-DR program funding.

MOTION by Tryon, seconded by Jones, Adopted Resolution No. 21-03, "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”. Roll call vote was unanimous.

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items:

- 7a1. Council Member Culleton asked the Town Council to discuss providing free burn permits to Town of Paradise residents and to consider changing the burn permit period from a calendar year to fiscal year. Council discussed providing free burn permits to Town of Paradise residents, but it was determined that it would be a hardship to the Fire Department. The Fire Department could support a grace period until July when the new fees would go into effect. The Council was in favor of changing the burn permit period from a calendar year to fiscal year. After discussion Council concurred to bring this item back at the February meeting.
- 7a2. Council Member Tryon asked Council to discuss options regarding a Green Waste Facility and to consider bringing back and extending the urgency ordinance to allow green waste processing from both private and state projects within the Town of Paradise.

Community Development Director Susa Hartman provided Council with an update on Green Waste Facilities. After discussion, Council directed Town Manager Phillips to reach out to the individual who would like to open a log process facility and have him present at the next Town Council Meeting for more information. All Council concurred.

7b. Council reports on committee representation

Vice Mayor Jones attended a Butte County Association of Government (BCAG) meeting.

Council Member Tryon attended a BCAG meeting and provided information on Butte County Air Quality Management District meeting.

Mayor Crowder took a tree tour with Cal OES, participated in a sewer call with Assemblyman Gallagher, and shared discussions on setting up hospice in Town.

7c. Future Agenda Items - None

8. STAFF COMMUNICATION

8a. Community Development Director Report

Community Development Director Susan Hartman updated Council that the Planning Commission approved a use permit for a car sales lot; the January Planning Commission meeting has been cancelled; provided an update on the RFP Housing Element, the Ordinance for Paradise Unified School District that was passed tonight, a new Master

Plan will be coming in the future; permit approvals for Paradise Gardens and the Elk's lodge, newly permitted restaurants and making sure food trucks in Town are licensed.

9. CLOSED SESSION

At 9:35 p.m. Mayor Crowder announced that the Town Council would take a five-minute break and then reconvene for closed session for the following items:

- 9a. Pursuant to Government Code section 54956.9(d)(1) The Town Council held a closed session with the Town Attorney Dwight L. Moore and Town Manager Kevin Phillips relating to the following pending litigation: Town of Paradise vs. Comcast Phone of California and Comcast Digital Phone and AT&T Corp. – Case No. 20-08-018 before the Public Utilities Commission of the State of California.
- 9b. Pursuant to Government Code Section 54957(b)(1), the Town Council held a closed session with the Town Manager consider the appointment of a Co-Community Development Director.

At 9:52 p.m. Mayor Crowder announced:

- 9a. The Town Council provided direction to the Town Attorney, but no action was taken.
- 9b. The Town Council unanimously concurred with the Town Manager's recommendation to appoint Anthony Lindsey as the new Co-Community Development Director – Building and Code Enforcement.

10. ADJOURNMENT

Mayor Crowder adjourned the Town Council meeting at 9:52 p.m.

Date Approved:

Steve Crowder, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
JANUARY 1, 2021 - JANUARY 31, 2021



**CASH DISBURSEMENTS REPORT
JANUARY 1, 2021 - JANUARY 31, 2021**

Check Date	Pay Period End	Description	Amount	Total
1/11/2021	1/10/2021	Net Payroll - Direct Deposits and Checks	140,641.44	
1/26/2021	1/24/2021	Net Payroll - Direct Deposits and Checks	<u>\$ 152,492.77</u>	\$ 293,134.21
 Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	423,188.72	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$ 844,987.98</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>1,268,176.70</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 1,561,310.91</u></u>

APPROVED BY: _____
Kevin Phillips, Town Manager

TOWN OF PARADISE

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77396	01/01/2021	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
77397	01/01/2021	Open			Accounts Payable	Peters, Habib, McKenna, Juhl-Rhodes & Cardoza, LLP	\$18,579.00		
77398	01/01/2021	Open			Accounts Payable	SBA Monarch Towers III LLC	\$153.94		
77399	01/01/2021	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
77402	01/11/2021	Open			Accounts Payable	Aflac	\$146.92		
77403	01/11/2021	Open			Accounts Payable	Met Life	\$7,838.17		
77404	01/11/2021	Open			Accounts Payable	OPERATING ENGINEERS	\$848.00		
77405	01/11/2021	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,662.36		
77406	01/11/2021	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,888.71		
77407	01/11/2021	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$637.76		
77408	01/11/2021	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$90.00		
77409	01/11/2021	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
77410	01/11/2021	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
77411	01/14/2021	Open			Accounts Payable	4LEAF, Inc	\$248,253.40		
77412	01/14/2021	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$463.32		
77413	01/14/2021	Open			Accounts Payable	Akin, David	\$41.25		
77414	01/14/2021	Open			Accounts Payable	Archuleta, Derek, S	\$41.25		
77415	01/14/2021	Open			Accounts Payable	Batteries Plus Bulbs	\$67.95		
77416	01/14/2021	Open			Accounts Payable	Bug Smart	\$83.00		
77417	01/14/2021	Open			Accounts Payable	BUTTE CO RECORDER	\$95.00		
77418	01/14/2021	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$1,535.00		
77419	01/14/2021	Open			Accounts Payable	CALIFORNIA CRIMINAL JUSTICE WARRANT SERVS.	\$75.00		
77420	01/14/2021	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$250.00		
77421	01/14/2021	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$4,964.11		
77422	01/14/2021	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$32.00		
77423	01/14/2021	Open			Accounts Payable	COMCAST CABLE	\$409.78		
77424	01/14/2021	Open			Accounts Payable	COMCAST CABLE	\$139.78		
77425	01/14/2021	Open			Accounts Payable	COMCAST CABLE	\$244.78		
77426	01/14/2021	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$273.00		
77427	01/14/2021	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$594.00		
77428	01/14/2021	Open			Accounts Payable	Free Style Embroidery	\$20.92		
77429	01/14/2021	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$145.47		
77430	01/14/2021	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,296.00		
77431	01/14/2021	Open			Accounts Payable	Herc Rentals Inc.	\$2,215.13		
77432	01/14/2021	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$1,222.64		
77433	01/14/2021	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$11,481.62		
77434	01/14/2021	Open			Accounts Payable	INDUSTRIAL EQUIPMENT	\$492.71		

TOWN OF PARADISE
Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77435	01/14/2021	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$575.00		
77436	01/14/2021	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$1,344.50		
77437	01/14/2021	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		
77438	01/14/2021	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
77439	01/14/2021	Open			Accounts Payable	MANN, URRUTIA, NELSON, CAS & ASSOC, LLP	\$5,000.00		
77440	01/14/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,944.98		
77441	01/14/2021	Open			Accounts Payable	Mayhugh, Tyler	\$68.75		
77442	01/14/2021	Open			Accounts Payable	MIKE GOGGIA TREE SERVICE	\$3,600.00		
77443	01/14/2021	Open			Accounts Payable	MUNICIPAL CODE CORP	\$384.00		
77444	01/14/2021	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
77445	01/14/2021	Open			Accounts Payable	NCCSIF TREASURER	\$77,509.25		
77446	01/14/2021	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$8,721.64		
77447	01/14/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$32.95		
77448	01/14/2021	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$535.62		
77449	01/14/2021	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$1,246.00		
77450	01/14/2021	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$3,020.00		
77451	01/14/2021	Open			Accounts Payable	PLATT ELECTRIC SUPPLY	\$26.56		
77452	01/14/2021	Open			Accounts Payable	Precision Wireless Service	\$900.00		
77453	01/14/2021	Open			Accounts Payable	RENTAL GUYS - CHICO	\$95.45		
77454	01/14/2021	Open			Accounts Payable	Riebes Auto Parts-Public Works	\$36.61		
77455	01/14/2021	Open			Accounts Payable	Spherion Staffing	\$5,010.78		
77456	01/14/2021	Open			Accounts Payable	STERICYCLE, INC.	\$446.40		
77457	01/14/2021	Open			Accounts Payable	Stratti	\$18,573.32		
77458	01/14/2021	Open			Accounts Payable	Stratton, Brock	\$68.75		
77459	01/14/2021	Open			Accounts Payable	Swedes Small Engine Repair LLC	\$242.85		
77460	01/14/2021	Open			Accounts Payable	Tahoe Pure Water Co.	\$52.50		
77461	01/14/2021	Open			Accounts Payable	Tatom, Tyler, S	\$55.00		
77462	01/14/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$260.05		
77463	01/14/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$44.50		
77464	01/14/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$0.77		
77465	01/14/2021	Open			Accounts Payable	Tri Flame Propane	\$209.62		
77466	01/14/2021	Open			Accounts Payable	Vannucci, Dominic	\$41.25		
77467	01/14/2021	Open			Accounts Payable	VERIZON WIRELESS	\$1,203.00		
77468	01/14/2021	Open			Accounts Payable	Walters, Perry	\$41.25		
77469	01/26/2021	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
77470	01/26/2021	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
77471	01/28/2021	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$135.45		

TOWN OF PARADISE
Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77472	01/28/2021	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$15.58		
77473	01/28/2021	Open			Accounts Payable	Akin, David	\$13.75		
77474	01/28/2021	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,051.52		
77475	01/28/2021	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.95		
77476	01/28/2021	Open			Accounts Payable	AT&T MOBILITY	\$299.29		
77477	01/28/2021	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$210.49		
77478	01/28/2021	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$23.59		
77479	01/28/2021	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$23.62		
77480	01/28/2021	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,115.54		
77481	01/28/2021	Open			Accounts Payable	AWARDS COMPANY	\$39.09		
77482	01/28/2021	Open			Accounts Payable	Batteries Plus Bulbs	\$67.96		
77483	01/28/2021	Open			Accounts Payable	Bear Electric Solutions	\$1,520.00		
77484	01/28/2021	Open			Accounts Payable	Big O Tires	\$140.00		
77485	01/28/2021	Open			Accounts Payable	Biometrics4ALL, Inc	\$9.75		
77486	01/28/2021	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$89,958.88		
77487	01/28/2021	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$571.00		
77488	01/28/2021	Open			Accounts Payable	Chico State Enterprises	\$18,160.00		
77489	01/28/2021	Open			Accounts Payable	CITY CLERKS ASSOCIATION OF CALIFORNIA	\$40.00		
77490	01/28/2021	Open			Accounts Payable	COMCAST CABLE	\$389.78		
77491	01/28/2021	Open			Accounts Payable	Converse Construction Inc.	\$18,178.82		
77492	01/28/2021	Open			Accounts Payable	Creative Composition Inc	\$70.87		
77493	01/28/2021	Open			Accounts Payable	DFM ASSOCIATES	\$59.26		
77494	01/28/2021	Open			Accounts Payable	EXECUTIVE HOMES	\$31,310.55		
77495	01/28/2021	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$1,245.25		
77496	01/28/2021	Open			Accounts Payable	Granicher Appraisals, Inc	\$750.00		
77497	01/28/2021	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
77498	01/28/2021	Open			Accounts Payable	HDR Engineering, Inc	\$38,208.32		
77499	01/28/2021	Open			Accounts Payable	Herc Rentals Inc.	\$5,078.55		
77500	01/28/2021	Open			Accounts Payable	HireRight, Inc.	\$16.26		
77501	01/28/2021	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$837.01		
77502	01/28/2021	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$1,235.30		
77503	01/28/2021	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$161.82		
77504	01/28/2021	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$475.00		
77505	01/28/2021	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$574.95		
77506	01/28/2021	Open			Accounts Payable	Jennifer Arbuckle	\$11,237.50		
77507	01/28/2021	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$284.63		
77508	01/28/2021	Open			Accounts Payable	Lassen Community College	\$122.00		

TOWN OF PARADISE
Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77509	01/28/2021	Open			Accounts Payable	LIFE ASSIST INC	\$450.29		
77510	01/28/2021	Open			Accounts Payable	Look Ahead Veterinary Services	\$548.40		
77511	01/28/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$830.88		
77512	01/28/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$7,600.17		
77513	01/28/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$4,799.51		
77514	01/28/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$404.11		
77515	01/28/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$4,437.91		
77516	01/28/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$5,274.00		
77517	01/28/2021	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$12,870.00		
77518	01/28/2021	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$1,010.00		
77519	01/28/2021	Open			Accounts Payable	MOBILE MINI INC	\$633.28		
77520	01/28/2021	Open			Accounts Payable	Mobile Modular	\$2,906.28		
77521	01/28/2021	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$183.79		
77522	01/28/2021	Open			Accounts Payable	NEUTRON INDUSTRIES INC	\$182.05		
77523	01/28/2021	Open			Accounts Payable	North State Tire Co. Inc.	\$3,217.47		
77524	01/28/2021	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$5,691.00		
77525	01/28/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$523.68		
77526	01/28/2021	Open			Accounts Payable	Oakley, Amanda	\$316.25		
77527	01/28/2021	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$485.94		
77528	01/28/2021	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,694.71		
77529	01/28/2021	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,250.98		
77530	01/28/2021	Open			Accounts Payable	Penniman, Sara	\$29.00		
77531	01/28/2021	Open			Accounts Payable	PETTY CASH, CHRISTINA SHOEMAKER	\$10.08		
77532	01/28/2021	Open			Accounts Payable	Powell Roofing Co	\$6,240.00		
77533	01/28/2021	Open			Accounts Payable	Precision Wireless Service	\$600.00		
77534	01/28/2021	Open			Accounts Payable	Redline Installations Inc	\$415.07		
77535	01/28/2021	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$7.23		
77536	01/28/2021	Open			Accounts Payable	Riebes Auto Parts-Public Works	\$4.30		
77537	01/28/2021	Open			Accounts Payable	RoyalAire	\$1,242.50		
77538	01/28/2021	Open			Accounts Payable	SEW FINE	\$52.00		
77539	01/28/2021	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$100.00		
77540	01/28/2021	Open			Accounts Payable	Spherion Staffing	\$8,591.71		
77541	01/28/2021	Open			Accounts Payable	Stratti	\$45,735.80		
77542	01/28/2021	Open			Accounts Payable	Tahoe Pure Water Co.	\$30.00		
77543	01/28/2021	Open			Accounts Payable	Tetra Tech - EMI	\$52,178.39		
77544	01/28/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$479.41		
77545	01/28/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$39.94		

TOWN OF PARADISE
Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77546	01/28/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$4.22		
77547	01/28/2021	Open			Accounts Payable	Tri Flame Propane	\$274.78		
77548	01/28/2021	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$86.00		
77549	01/28/2021	Open			Accounts Payable	UNITED RENTALS, INC.	\$6,149.19		
77550	01/28/2021	Open			Accounts Payable	VERIZON WIRELESS	\$1,830.84		
Type Check Totals:					153 Transactions		\$862,989.42		
<u>EFT</u>									
1100	01/11/2021	Open			Accounts Payable	CALPERS	\$106,525.90		
1101	01/11/2021	Open			Accounts Payable	CALPERS - RETIREMENT	\$37,506.89		
1102	01/11/2021	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,277.06		
1103	01/11/2021	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$6,787.08		
1104	01/11/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$25,741.19		
1105	01/26/2021	Open			Accounts Payable	CALPERS - RETIREMENT	\$37,872.22		
1106	01/26/2021	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$8,668.02		
1107	01/26/2021	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$6,737.08		
1108	01/26/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$29,158.90		
1109	01/29/2021	Open			Accounts Payable	CALPERS - RETIREMENT	\$138,912.94		
Type EFT Totals:					10 Transactions		\$405,187.28		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	153	\$862,989.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	153	\$862,989.42	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$405,187.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$405,187.28	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	163	\$1,268,176.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

TOWN OF PARADISE

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
					Stopped	0	\$0.00	\$0.00	
					Total	163	\$1,268,176.70	\$0.00	



Town of Paradise
Council Agenda Summary
Date: February 9, 2021

Agenda Item: 2(c)

ORIGINATED BY: Katie Simmons, Disaster Recovery Director
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Hazard Mitigation Grant Awards
LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Approve Resolution No. 21-___, A Resolution of the Town Council of the Town of Paradise accepting the Reseeding Advance Planning Grant Award, A Hazard Mitigation Grant Program Post Fire (HMAP-PF) For Advanced Assistance from the Federal Emergency Management Agency.
2. Approve Resolution No. 21-___, A Resolution of the Town Council of the Town of Paradise accepting the Residential Ignition Resistant Program Advanced Planning Grant Award, a Hazard Mitigation Grant Program Post Fire (HMAP-PF) for Advanced Assistance from the Federal Emergency Management Agency.
3. Approve Resolution No. 21-___, A Resolution of the Town Council of The Town of Paradise Authorizing Town Staff to Apply for a Hazard Mitigation Grant Program Post Fire (HMAP-PF) for the Generator Replacement Program for Fire Station #82 and Animal Control Facility from the Federal Emergency Management Agency

Background:

On November 12, 2019, the Town Council of the Town of Paradise adopted Resolution No. 19-36 in which it approved the Butte County Local Hazard Mitigation Plan (“Mitigation Plan”). The approved Hazard Mitigation Plan included the Reseeding project, Residential Ignition Resistant Program project, and Replacement Generator project. All projects were submitted for Hazard Mitigation grant funding.

The Reseeding and Residential Ignition Resistant Program projects have been approved for Advance Planning funds; the Replacement Generator Notice of Interest application has been approved for submission of a full application.

The Residential Ignition Resistant Program is a Tier 1 Town-led project in the Long-Term Community Recovery Plan.

Reseeding:

The Federal Emergency Management Agency (FEMA) has approved and issued Hazard Mitigation Grant Program Post Fire (HMGP-PF) funds for Advance Assistance to the Town of Paradise (subrecipient), HMGP-5278-261-1R, Paradise Reseeding Program. The HGMP grant approval and obligation of funds are subject to the following:

The Scope of Work (SOW) consists of advance assistance to plan and scope the areas for reseeding due to erosion control and controlling the growth of noxious weeds throughout the Town.

Completion Date - The subapplication states the undertaking will be completed in 13 months; we will annotate December 6, 2021 as the activity completion date.

Residential Ignition Resistant Program:

The Federal Emergency Management Agency (FEMA) has approved and issued Hazard Mitigation Grant Program (HMGP) funds for the Town of Paradise (sub-recipient), HMGP #4407-189-058R, Ignition Resistant Improvement Program, Phase One (Design). This HMGP project approval and obligation of funds are subject to the following:

Scope of Work (SOW) The sub-recipient has been approved for Phase One to (1) update protocols for assessing compliance with current codes and standards for structures that survived the Camp Fire, (2) develop ignition resistant improvements that will be a part of the overall program, (3) develop a process for accepting applications, (4) develop priorities and the criteria in accepting applications, and (5) the submittal of approved applications to Cal OES and FEMA for approval of each application. This phase will include outreach to educate the community of the Program. Overall, the Town will vet the applications, prepare a parcel packet that will include a specific scope of work for each property, and then submit each packet to CalOES and FEMA for program eligibility and Environmental & Historic Preservation review in Phase 2.

Project Completion Date - The work schedule in the sub-application states the project completion time frame for Phase One is eight (8) months. We will annotate August 21, 2021 as the project completion date. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension.

Replacement Generators:

The approved Mitigation Plan included a generator for Fire Station #82 and Animal Control Facility in the event of a Public Safety Power Shutdown (PSPS); and Federal Emergency Management Agency (“FEMA”); and the Federal Emergency Management Agency (“FEMA”) has approved a notice of intent for this need. Applications will be submitted by March 5, 2021.

Analysis:

As these projects are included in the approved Hazard Mitigation Plan for the Town of Paradise, the Paradise Town Council is requested to approve the resolution to accept the Advance Planning Grants for Reseeding and the Residential Ignition Resistant Program, and to approve the resolution to authorize Town staff to submit a full application for grant funding for the Generator Replacement project.

Financial Impact:

Reseeding - The total eligible costs are \$53,571.00. FEMA has obligated \$40,178.25 for up to 75% federal share reimbursement of eligible project costs as requested. The Subgrantee share is \$13,392.75.

Residential Ignition Resistant Program (RIRP) - The total eligible costs are \$203,116. FEMA has obligated \$152,336.99 for up to 75 percent of the Federal share; the non-Federal cost share is \$50,779.01.

Replacement Generators – The total estimated cost of the project is \$157,111: \$81,702 for Animal Control; \$75,409 for Fire Station 82. The Federal share would be 75%, the non-Federal share would be 25%.

The non-Federal share of the Reseeding and RIRP advance planning grants totaling \$64,171.76 will be paid by the Town's General Fund. The Town continues to seek grant funding to offset the non-federal share for Hazard Mitigation projects.

**TOWN OF PARADISE
RESOLUTION NO. 21-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
ACCEPTING THE RESEEDING ADVANCED PLANNING GRANT,
A HAZARD MITIGATION GRANT PROGRAM POST FIRE
(HMAP-PF) FOR ADVANCE ASSISTANCE FROM
THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

WHEREAS, on November 12, 2019, the Town Council of the Town of Paradise adopted Resolution No. 19-36 in which it approved the Butte County Local Hazard Mitigation Plan (“Mitigation Plan”); and

WHEREAS, the Mitigation Plan included a reseeding program for the purpose of restoring groundcover with native species; and Federal Emergency Management Agency (“FEMA”); and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has approved a grant for \$53,571 relating to advance assistance to the Town for planning and scoping areas for reseeding, erosion control and controlling the growth of noxious weeds throughout the Town.

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

Section 1. The Town Manager of the Town of Paradise, or designee, is authorized and directed to accept and execute the Grant Agreement (“HMAP-PF”) with FEMA attached to this Resolution relating to the Reseeding Plan.

Section 2. The Town Manager of the Town of Paradise is authorized to take whatever action is required to implement the above Grant.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of February, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:

By: _____
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Mark A. Habib, Town Attorney



FEMA

November 12, 2020

Mark Ghilarducci
Governor's Authorized Representative
California Office of Emergency Management
3650 Schriever Ave.
Mather, California 95655

Reference: Approval – HMGP-PF # 5278-261-1
Paradise, Town of, FIPS Code #029-99029
Paradise Reseeding Program – Advance Assistance
Supplement #1

Dear Mr. Ghilarducci,

The Federal Emergency Management Agency (FEMA) has approved and issued Hazard Mitigation Grant Program Post Fire (HMGP-PF) funds for Advance Assistance to the Town of Paradise (subrecipient), HMGP-5278-261-1R, Paradise Reseeding Program.

The HGMP grant approval and obligation of funds are subject to the following:

1. **Scope of Work (SOW)** - The Scope of Work (SOW) consists of advance assistance to plan and scope the areas for reseeding due to erosion control and controlling the growth of noxious weeds throughout the Town.
2. **Budget Revisions and Cost Overruns** - The total eligible costs are \$53,571.00. As shown in the enclosed Supplement #1 Obligation Report, we have obligated \$40,178.25 for up to 75% federal share reimbursement of eligible project costs as requested. The Subgrantee share is \$13,392.75. Information regarding budget adjustments and revisions can be found in 2 CFR part 200.308. The Recipient must obtain FEMA's prior written approval for any budget revisions.
3. **Completion Date** - The subapplication states the undertaking will be completed in 13 months; we will annotate December 6, 2021 as the activity completion date. Please advise the Subrecipient, that federal funds may be de-obligated for work that is not completed within schedule, and for which no time extension is approved.

In accordance with 2 CFR Part 200, a Grantee must liquidate all obligations incurred under the award no later than 90 days after December 6, 2021.

4. **National Environmental Policy Act (NEPA)** – This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA

Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

5. This award of funds is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions*, as amended August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Stephanie Stephens, Hazard Mitigation Assistance Specialist, at stephanie.stephens@fema.dhs.gov.

Sincerely,

For:



Digitally signed by ROBERT
P MCCORD
Date: 2020.11.12 12:35:02
-08'00'

David Stearnett
Acting Mitigation Director
Mitigation Division
FEMA, Region IX

CC: Jennifer Hogan, State Hazard Mitigation Officer – Cal OES
Alex Knigge, HMA Specialist – Cal OES
Robin Shepard - Cal OES
Monika Saputra - Cal OES

Enclosures (4): Supplement #1
Project Management Report
Record of Environmental Considerations
Standard HMGP Conditions

**FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures**

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
5278	1 -R	0	261	1	1	CA	Statewide

Subrecipient: Paradise
Subrecipient FIPS Code: 007-55520
Project Title : AA; Paradise, Reseeding Program

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation		
\$40,178.25	\$40,178.25	\$0.00	\$0.00		

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$40,178.25	\$0.00	\$40,178.25	11/06/2020	Accept	2021

Comments

Date: 11/06/2020 User Id: SSCOTT39

Comment: Approved funding for Town of Paradise, Reseeding Program = \$40,178.25

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 11/06/2020

HMO Authorization Name: STEPHANIE STEPHENS

HMO Authorization Date: 11/06/2020



Digitally signed by ROBERT P MCCORD
Date: 2020.11.12 12:37:12 -08'00'

Authorizing Official Signature

Authorizing Official Title

Authorization Date

Authorizing Official Signature

Authorizing Official Title

Authorization Date

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
5278	1 - R	0	261	CA	Statewide

Subrecipient: Paradise

FIPS Code: 007-55520

Project Title : AA; Paradise, Reseeding Program

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : AA; Paradise, Reseeding Program

Recipient : Statewide

Subrecipient : Paradise

Recipient County Name : Butte

Subrecipient County Name : Butte

Recipient County Code : 7

Subrecipient County Code : 7

Recipient Place Name : Paradise

Subrecipient Place Name : Paradise

Recipient Place Code : 0

Subrecipient Place Code : 55520

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	1: Project Planning and Scoping (Including step 1,2,;	4m	00/00/0000	00/00/0000	00/00/0000
0	Develop planning team (Step 1)	0m	00/00/0000	00/00/0000	00/00/0000
0	Procure a reseeding expert (Step 2)	0m	00/00/0000	00/00/0000	00/00/0000
0	Project scoping (Step 3)	0m	00/00/0000	00/00/0000	00/00/0000
0	and deliverables: Program scoping assessment report (0m	00/00/0000	00/00/0000	00/00/0000
0	Cal OES/FEMA Review/Revisions	6m	00/00/0000	00/00/0000	00/00/0000
0	Grant Closeout	3m	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$53,571.00	75.00000000	\$40,178.25	25.00000000	\$13,392.75

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
1	A	11/05/2020	11/05/2020	2021	3295749	0	\$40,178.25	\$0.00	\$200,018.25
Total							\$40,178.25	\$0.00	\$200,018.25

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	11/06/202	11/06/2020	2021	3297394	0	1	\$40,178.25	\$0.00	\$40,178.25
Total								\$40,178.25	\$0.00	\$40,178.25

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 5278-261-1

Title: Advance Assistance - Paradise Reseeding Program

NEPA DETERMINATION

Non Compliant Flag: No EA Draft Date: EA Final Date:
 EA Public Notice Date: EA Fonsi Level: CATEX
 EIS Notice of Intent EIS ROD Date:

Comment The Town of Paradise, Butte County, California, proposes to plan and scope areas to reseed for controlling erosion and the growth of noxious weeds throughout the Town. Advance Assistance activities include a program scoping assessment report that will include a clear identification of areas which will be reseeded (with maps delineating these areas) and identify recommended seed mixture.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - dcohen3 - 10/19/2020 17:51:46 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 5278-261-1

Title: Advance Assistance - Paradise Reseeding Program

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The proposed action is to provide funding to the subrecipient for Advance Assistance design development funds, without any proposed physical disturbance. These actions would result in no impacts to endangered species. ESA review will need to be completed prior to implementing any subsequent phases of the project. The proposed scope of work will not destroy or adversely modify suitable habitat and will not affect any other listed or proposed species. It is therefore determined the proposed action would have No Effect on listed species and consultation with the Services under Section 7 of the Endangered Species Act is not required. - dcohen3 - 10/19/2020 17:52:50 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 5278-261-1

Title: Advance Assistance - Paradise Reseeding Program

Environmental Law/ Executive Order	Status	Description	Comment
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	The Undertaking complies with Stipulation I.A.7.f. (assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding) of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), State Historic Preservation Office (SHPO) and California Office of Emergency Services (Cal OES), signed October 29, 2019. Thus, the Undertaking does not require SHPO review, and FEMA has no further Section 106 responsibilities in accordance with 36 CFR § 800.3(a)(1). No ground disturbance is proposed. - dcohen3 - 10/19/2020 17:48:54 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

**TOWN OF PARADISE
RESOLUTION NO. 21-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
ACCEPTING THE RESIDENTIAL IGNITION RESISTANT PROGRAM ADVANCED
PLANNING GRANT AWARD, A HAZARD MITIGATION GRANT PROGRAM POST FIRE
(HMAP-PF) FOR ADVANCE ASSISTANCE FROM
THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

WHEREAS, on November 12, 2019, the Town Council of the Town of Paradise adopted Resolution No. 19-36 in which it approved the Butte County Local Hazard Mitigation Plan (“Mitigation Plan”); and

WHEREAS, the Mitigation Plan included a residential ignition resistant program for the purpose of upgrading standing homes after the Camp Fire to building code; and Federal Emergency Management Agency (“FEMA”); and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has approved a grant for \$203,116 relating to advance assistance to the Town for planning the residential ignition resistant program that will allow for funds to implement residential upgrades to mitigate wildfire dangers.

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

Section 1. The Town Manager of the Town of Paradise, or designee, is authorized and directed to accept and execute the Grant Agreement (“HMAP-PF”) with FEMA attached to this Resolution relating to the Residential Ignition Resistant Program.

Section 2. The Town Manager of the Town of Paradise is authorized to take whatever action is required to implement the above Grant.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of February, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:

By: _____
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Mark A. Habib, Town Attorney



December 31, 2020

Katie Simmons
Disaster Recovery Director
Paradise, Town of
5555 Skyway Road
Paradise, CA 95969-4931

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program
FEMA-**4407**-DR-CA, Project #**PJ0189**, FIPS #**007-55520**

Dear Ms. Simmons:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **\$152,336.99**. A copy of the FEMA award package is enclosed for your records. In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Financial Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Supplemental Grant Subaward Information sheet
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each fiscal year.
- An active DUNS Number registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records. Alternatively, you may scan and email the completed documents to the Recovery Financial Processing Unit at HMgrantsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the same address.



Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Financial Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110. For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 845-8150.

Recovery Financial Processing Unit

Enclosures

c: Applicant's File

*The Recovery Financial Processing Unit has the Town's universal Resolution No. 20-34, passed on 10/13/20, on file. A copy of the resolution is included in this package for your review. With your permission, the resolution can be applied to this project.

**The Recovery Financial Processing Unit has a current FFATA Financial Disclosure form on file for your organization. A copy of this form is included in this package for your review. There is no need to resubmit the document to Cal OES for this fiscal year.





FEMA

December 21, 2020

Mark S. Ghilarducci, Director
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Received
Dec 22, 2020
725575
Financial Processing Unit

Reference: Application Approval, HMGP #4407-189-058R
Town of Paradise, California
Ignition Resistant Improvement Program, Phase One
FIPS #: 007-55520, Supplement #85

Dear Mr. Ghilarducci:

The Federal Emergency Management Agency (FEMA) has approved and issued Hazard Mitigation Grant Program (HMGP) funds for the Town of Paradise (sub-recipient), HMGP #4407-189-058R, Ignition Resistant Improvement Program, Phase One (Design).

The total eligible costs are \$203,116. As shown in the enclosed Obligation Report - Supplement #85, we have obligated \$152,336.99 for up to 75 percent of the Federal share; the non-Federal cost share is \$50,779.01. These funds are available in SmartLink for immediate and eligible disbursements.

This HMGP project approval and obligation of funds are subject to the following:

- 1. Scope of Work (SOW)** – The sub-recipient has been approved for Phase One to (1) update protocols for assessing compliance with current codes and standards for structures that survived the Camp Fire, (2) develop ignition resistant improvements that will be a part of the overall program, (3) develop a process for accepting applications, (4) develop priorities and the criteria in accepting applications, and (5) the submittal of approved applications to Cal OES and FEMA for approval of each application. This phase will include outreach to educate the community of the Program. Overall, the Town will vet the applications, prepare a parcel packet that will include a specific scope of work for each property, and then submit each packet to CalOES and FEMA for program eligibility and Environmental & Historic Preservation review in Phase 2
- 2. Budget Revisions and Cost Overruns** - In accordance with the 2015 Hazard Mitigation Assistance Unified Guidance, Part VI D.3, when budget changes are made, all programmatic requirements continue to apply. Additional information regarding budget adjustments and revisions can be found in 2 CFR Part 200.308. The Recipient must obtain FEMA's prior written approval for any budget revisions.

Cost overruns must be approved by FEMA Region IX before implementation and the subgrant must continue to meet programmatic eligibility requirements, including cost effectiveness and cost share. Additional information can be found in 2 CFR Part 200.

3. **Project Completion Date** – The work schedule in the sub-application states the project completion time frame for Phase One is eight (8) months. We will annotate August 21, 2021 as the project completion date. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension.
4. **Grant Period of Performance** – The Period of Performance (POP) is the period during which the California Governor’s Office of Emergency Services (OES) is expected to complete all subgrant activities and costs within the grant. For 4407-DR-CA, the POP ends no later than February 11, 2024. POP extensions are approved by FEMA Headquarters. Please refer to Part VI.D.4 of the *HMA Guidance* for additional information regarding grant extension requests.
5. **National Environmental Policy Act (NEPA)** – Phase 1 (Design) of this project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023- 01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
6. This award of funds is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions*, amended August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact me, or your staff may contact Thomas Berry, Sr. Grants Management Specialist, at Thomas.Berry@fema.dhs.gov, or phone at (510) 627-7180.

Sincerely,

 Digitally signed by ROBERT P
MCCORD
Date: 2020.12.21 15:36:56
-08'00'

For David Stearrett
Acting Director
Mitigation Division
FEMA Region IX

cc: Jennifer Hogan, State Hazard Mitigation Officer
Jason Williams, Cal OES
Alex Knigge, Cal OES
HM Grants Payments, Cal OES

Enclosures (4):
Obligation Report - Supplement #85
Project Management Report
Record of Environmental Considerations (REC)
Standard HMGP Conditions

HAZARD MITIGATION GRANTS PROGRAM

Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4407	58 ·R	0	189	1	85	CA	Statewide

Subrecipient: Paradise

Project Title : Town of Paradise, Ignition Resistant Improvement Program - Residential

Subrecipient FIPS Code: 007-55520

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation		
\$152,336.99	\$152,336.99	\$0.00	\$0.00		

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$152,336.99	\$0.00	\$152,336.99	12/21/2020	Accept	2021

Comments

Date: 12/19/2020 User Id: SSCOTT39

Comment: Approved funding for Butte County, Town of Paradise, Ignition Resistant Improvement Program, Phase 1 for \$152,336.99

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 12/19/2020

HMO Authorization Name: THOMAS BERRY

HMO Authorization Date: 12/21/2020

Digitally signed by ROBERT P MCCORD
Date: 2020.12.21 15:37:58 -08'00'

Authorizing Official Signature

Authorizing Official Title

Authorization Date

Authorizing Official Signature

Authorizing Official Title

Authorization Date

HAZARD MITIGATION GRANT PROGRAM

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4407	58 - R	0	189	CA	Statewide

Subrecipient: Paradise

FIPS Code: 007-55520

Project Title : Town of Paradise, Ignition Resistant Improvement Program - Residential

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : Town of Paradise, Ignition Resistant Improvement Program - Residential

Recipient : Statewide

Subrecipient : Paradise

Recipient County Name : Butte

Subrecipient County Name : Butte

Recipient County Code : 7

Subrecipient County Code : 7

Recipient Place Name : Paradise

Subrecipient Place Name : Paradise

Recipient Place Code : 0

Subrecipient Place Code : 55520

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Pre-Award	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Phase 1 Project Planning	2 Months	00/00/0000	00/00/0000	00/00/0000
0	2 Application Review, Approval, and Completion of P	28 Months	00/00/0000	00/00/0000	00/00/0000
0	Project Closeout	2 Months	00/00/0000	00/00/0000	00/00/0000
0	Grant Closeout	3 Months	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$203,116.00	74.999994090	\$152,336.99	25.00000591	\$50,779.01

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
24	A	12/18/2020	12/18/2020	2021	3271424	4	\$152,336.99	\$0.00	\$205,035.74
Total							\$152,336.99	\$0.00	\$205,035.74

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	12/21/202	12/21/2020	2021	3347941	0	85	\$152,336.99	\$0.00	\$152,336.99
Total								\$152,336.99	\$0.00	\$152,336.99

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-189-058 (Phase 1)

Title: Paradise Ignition Resistant Improvement Program (Phase 1)

NEPA DETERMINATION

Non Compliant Flag: No
 EA Draft Date: EA Final Date:
 EA Public Notice Date: EA Fonsi Level: CATEX
 EIS Notice of Intent EIS ROD Date:

Comment The Town of Paradise, CA, requires Phase 1 design funds to (1) update protocols for assessing compliance with current codes and standards for structures that survived the Camp Fire, (2) develop ignition resistant Improvements that will be a part of the overall program, (3) process for accepting applications, (4) priorities and the criteria in accepting applications, and (5) the submittal of approved applications to Cal OES and FEMA for approval of each application. This phase would include outreach to educate the community of the Program. Overall, the Town will vet the applications, prepare a parcel packet that will include a specific scope of work for each property, and then submit each packet to CalOES and FEMA for program eligibility and Environmental & Historic Preservation review in Phase 2.

Phase 1 (Design) of this project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - dcohen3 - 11/18/2020 01:10:59 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
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01:12:06

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-189-058 (Phase 1)

Title: Paradise Ignition Resistant Improvement Program (Phase 1)

No Extraordinary Circumstances were selected

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The proposed action is to provide funding to the subrecipient for Phase 1 project development funds, without any proposed physical disturbance. These actions would result in no impacts to endangered species. ESA review will need to be completed prior to implementing any subsequent phases of the project. The proposed scope of work for project development will not destroy or adversely modify suitable habitat and will not affect any other listed or proposed species. It is therefore determined the proposed action would have No Effect on listed species and consultation with the Services under Section 7 of the Endangered Species Act is not required. - dcohen3 - 11/18/2020 00:57:29 GMT

01:12:06

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-189-058 (Phase 1)

Title: Paradise Ignition Resistant Improvement Program (Phase 1)

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	The Undertaking complies with Stipulation I.A.7.f. (assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding) of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), State Historic Preservation Office (SHPO) and California Office of Emergency Services (Cal OES), signed October 29, 2019. Thus, the Undertaking does not require SHPO review, and FEMA has no further Section 106 responsibilities in accordance with 36 CFR § 800.3(a)(1). No ground disturbance is proposed. - dcohen3 - 11/18/2020 00:53:50 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-189-058 (Phase 1)

Title: Paradise Ignition Resistant Improvement Program (Phase 1)

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

Paradise, Town of
Ignition Resistant Improvement Program - Residential

4407 - PJ0189

GRANT TYPE: HMGP

NEMIS #: FIPS#: 007-55520

Project Managed by: Mather

Lead Reviewer: Alex Knigge
Phone: 916-845-8164

Analyst: Alex Knigge
Phone:

Manager: Jason Williams
Phone:

Executive Summary

Applicant Information

NEMIS #:	
DUNS #:	362314890
FIPS:	007-55520
Name:	Paradise, Town of
Street Address:	5555 Skyway Drive
City:	Paradise
County:	Butte
Region:	Inland
State:	California
Zip:	95969-4931
Mailing Address:	
Mailing City:	
Mailing County:	
Mailing State:	California
Mailing Zip:	
Phone:	0 -
Fax:	0 -

Applicant Type:	<input type="checkbox"/> County	<input type="checkbox"/> State	<input type="checkbox"/> Private Non-Profit	<input type="checkbox"/> Special District	<input type="checkbox"/> Tribal
	<input checked="" type="checkbox"/> City				
Function:					
NFIP Participant:	<input type="radio"/> Yes	<input type="radio"/> No			
Previous HMGP Subgrantee:	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Uncertain		
State Assembly District:	#3				

State Senate District: #4
U.S. Congressional District: #1

AUTHORIZED AGENT #1

Salutation: Ms.
First: Gina
Last: Will
Title: Admin. Services Director/Town Treasurer
Street Address: 5555 Skyway Drive
City: Paradise
County:
State: California
Zip: 95969
Mailing Address:
Mailing City:
Mailing County:
Mailing State: California
Mailing Zip:

Phone: (530) 872 - 6291 Ext: 119
Fax: () -
E-mail: gwill@townofparadise.com
Comments: NO LONGER WORKS FOR TOP

Applicant's Agent Verified: Yes No

Date of Resolution:

Comments:

Project Information

Disaster#: 4407

OES#: PJ0189

FEMA#: 058

Disaster Type:

Hazard Type: Fire

Project Type: Ignition-Resistant Construction

Application Type:

Project Planning Related
 Planning 5% Activity

Eligible Activity:

No Yes

Priority Level:

1 (e.g. 1, 2 or 3)

Project Name: Ignition Resistant Improvement Program - Residential

Latitude: 39.7495185

What does the point represent?

Longitude: -121.634147

Lat./Long Verified? Yes No

Brief Summary of the Problem:

The Wildland-Urban Interface (WUI) aims to mitigate wildfire risks; reduce risks to people; and help minimize property loss to wildfire. The Camp Fire was the deadliest and most destructive wildfire in California history. It is also the deadliest wildfire in the United States since the Cloquet fire in 1918; and is high on the list of the world's deadliest wildfires; it is the sixth-deadliest U.S. wildfire overall. It was the world's costliest natural disaster in 2018. The fire started on November 8; 2018 in Butte County. After exhibiting extreme fire behavior through the community of Concow; an urban firestorm formed in the densely populated foothill town of Paradise. The fire caused at least 85 civilian fatalities; and covered an area of 153; 336 acres (almost 240 sq. miles); and destroyed 18; 804 structures; with most of the damage occurring within the first four hours. Total damage from the Camp Fire is estimated at \$16.5 billion. ; A significant contributor to rapid spread of the fire; as well as the destructive nature of the fire; was fuel on roofs and in eaves of residential homes. As a result; the Town is taking proactive steps to enhance the resilience of residential buildings by enhancing building codes and incentivizing residents to modify existing structures and rebuilding to higher standards to mitigate the risk of such a deadly event in the future.

Brief Summary of the Proposed Solution:

This project is split between two phases. Phase one is to scope the codes and standards that will be required by the town. This will; in part; be defined by the Recovery Strategy that is in the process of being drafted to establish comprehensive codes and standards that will be required in the massive rebuilding effort across the Town. In addition; this phase will establish the process required to accept applications; establish priorities and the criteria in accepting applications; and submitting approved applications to Cal OES and FEMA for approval of each application. ; Phase two would include accepting and approving applications through completion of the actual project. This phase would include an outreach program to educate the community of the program; open the application period to accept the applications for residents in the Town of Paradise; vetting the applications; accept applicants into the program; and the process for collecting all the required information for submission to Cal OES and FEMA for approval into the program. Each application would be approved prior to the applicant beginning the work on their primary residence.; Ignition Resistant Improvements would be eligible for the rebate program as long as the mitigation measures meet or exceed the specifications set forth by the Town of Paradise; through the Town's Recovery Strategy and establish codes and standards; and compliant with the Wildfire Urban Interface Standards. Applicants may have ignition resistant enhancements installed in a new or existing home. The program will be limited to \$15; 000 per applicant based on specified ignition resistant improvements; such as ignition resistant roofs; permanent foundations for manufactured housing; and fire-resistant windows; as an example. Each component of the program would be limited to a dollar figure and each applicant would be limited to the program limit. For example; if the fire resistant roof component was limited to \$10; 000 and the fire resistant windows was limited to \$8; 000 (as defined in phase one of the program); the applicant could include both components in their application; but the overall limit would be the program limit of \$15; 000 per applicant. As previously addressed; phase one of the project would determine the exact limitations and the reimbursement would be based on actual cost up to the program limit.; The program would be limited to 2; 000 approved applications in order to complete the program within a four-year time period.; The eligibility rules for the Ignition Resistant Improvement Program may include the following guidelines and will be defined in phase one of the Program: ; • To be eligible; the Ignition Resistant Improvements must be installed at primary residences and must be installed on property owned by the applicant.; • Apartment complexes; duplexes; and other multi-family residences are not eligible for this rebate; as they are considered businesses. This Ignition Resistant Improvement Program is for single-family homes only.; • Applicants may only register for the program for a primary residence.; • Only single-family residential homeowners are eligible to receive assistance for their primary residence.; • Retrofitting or repairing an existing residence to meet Town specifications is eligible for the Ignition Resistant Improvement Program. ; • Homes in a floodplain that have flood insurance may be eligible for the Ignition Resistant Improvement Program. However; more information may be required for FEMA approval of the specific situation; • Single family homes on historic property; or in a historic district may be eligible for the Ignition Resistant Improvement Program. However; FEMA will have to approve each specific situation.; • If an applicant's home was destroyed by the Camp Fire and the homeowner plans to rebuild the home in a different location than the previous home; an applicant could be eligible for this Ignition Resistant Improvement Program; as long as they are building in the Town of Paradise and it is a primary residence. ; • The applicant must pay the total invoice for the Ignition Resistant Improvement Program and installation in order to receive reimbursement; as well as provide copies of the cleared check or credit card statement.

Amendment - 6.11.19 - Scott Baldwin

The Town, via a draft application sent 6.5.19 has incorporated a process which acknowledges this project will be phased. Phase 1 will include performing homeowner outreach and education, develop a homeowner application and process to evaluate said application and many other administrative components required of building an extensive and comprehensive program capable of handling the programmatic and administrative demands this project will require. Phase 2 will be entering into agreements between the Town and homeowners, reviewing insurance documentation to determine Duplication of Benefits, develop a site specific plan for the incorporation of Ignition Resistant Construction materials and develop a packet to convey to Cal OES and ultimately to FEMA for review and approval prior to giving the homeowner approval to begin work. Upon completion the Town will inspect the property to ensure all Ignition Resistant Construction components were properly installed and reimburse the homeowner accordingly.

	Performance Period: 36 LHMP: Feasibility:

CONTACT #1.	
Salutation:	Ms.
First	Gina
Last:	Will
Title:	Admin. Services Director/Town Treasurer
Street Address:	5555 Skyway Drive
City:	Paradise
State:	California
Zip:	95969
Mailing Address:	
Mailing City:	
Mailing State:	California
Mailing Zip:	
Phone:	(530) 872 - 6291 Ext: 119
Fax:	() -
Email Address:	gwill@townofparadise.com
Comments:	NO LONGER WORKS FOR TOP

CONTACT #2.	
Salutation:	Ms.
First:	Laura
Last:	Page
Title:	Town Manager
Street Address:	5555 Skyway Drive
City:	Paradise
State:	California
Zip:	95969
Mailing Address:	
Mailing City:	
Mailing State:	California
Mailing Zip:	
Phone:	(530) 872 - 6291 Ext: 153
Fax:	() -

Email Address: LPage@townofparadise.com
Comments: NO LONGER WORKS FOR TOP

CONTACT #3.

Salutation: Mr.
First: Gregory
Last: Eaton
Title: Senior Manager (Consultant)
Street Address: 5555 Skyway Drive
City: Paradise
State: California
Zip: 95969
Mailing Address:
Mailing City:
Mailing State: California
Mailing Zip:

Phone: (708) 288 - 5894 **Ext:**
Fax: (866) 516 - 9617
Email Address: gregory.w.eaton@ey.com
Comments:

Comments:

Application Review

Project Monitoring

Financial

Closeout Information

These computed fields are now editable. The PRC form now lookup to them.

**TOWN OF PARADISE
RESOLUTION NO. 21-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING
TOWN STAFF TO APPLY FOR A HAZARD MITIGATION GRANT PROGRAM
POST FIRE (HMAP-PF) FOR THE GENERATOR REPLACEMENT PROGRAM FOR
FIRE STATION #82 AND ANIMAL CONTROL FACILITY FROM
THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

WHEREAS, on November 12, 2019, the Town Council of the Town of Paradise adopted Resolution No. 19-36 in which it approved the Butte County Local Hazard Mitigation Plan (“Mitigation Plan”); and

WHEREAS, the Mitigation Plan included a generator for Fire Station #82 and Animal Control Facility in the event of a Public Safety Power Shutdown (PSPS); and Federal Emergency Management Agency (“FEMA”); and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has approved a notice of intent for this need. Applications will be submitted by March 5, 2021.

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

Section 1. The Town Manager of the Town of Paradise, or designee, is authorized and directed to execute the Grant Applications (“HMAP-PF”) with FEMA relating to the generator for Fire Station #82 and generator for the Animal Control Facility.

Section 2. The Town Manager of the Town of Paradise is authorized to take whatever action is required to implement the above Application.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of February, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:

By: _____
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Mark A. Habib, Town Attorney



Town of Paradise
Council Agenda Summary
Date: February 9, 2021

Agenda Item: 2(d)

ORIGINATED BY: Kate Anderson, Housing Program Manager
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Ratification of CHIP Letter of Support
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Ratify Letter of Support for Community Housing Improvement Program (CHIP) to build eight new homes in Paradise (letter due to CHIP by January 29, 2021)

Background:

Community Housing Improvement Program (CHIP) is a local, private, non-profit corporation servicing Butte and six other surrounding counties by assisting low-income and rural disadvantaged residents, seniors and others by improving or providing adequate housing. To-date, CHIP has built more than 2,600 housing units, including Paradise Community Village.

Analysis:

CHIP is applying for technical assistance funds from USDA Rural Development to create eight new affordable homes in Paradise utilizing their mutual rural self-help (sweat-equity) housing program; four of the homes will be available to first-time homebuyers as CHIP had purchased these lots and the other four homes will be one privately-owned sites assisting the homeowners in rebuilding their home. CHIP asked the Town for a letter of support by Friday, January 29, 2021 to include with their application. Since CHIP has been a reliable partner for many years and well-received by the community, the Town Manager was supportive of CHIP's request and furnished them with a letter of support since the timing was such that the letter could not be approved by Council prior to its due date. Therefore, staff is asking Council to ratify the letter of support for CHIP's project.

Financial Impact:

There are no financial impacts to the Town.



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931
TELEPHONE (530) 872-6291 FAX (530) 877-5059
www.townofparadise.com

January 25, 2021

USDA Rural Development
1400 Independence Ave., SW, Rm 5014, STOP 0701
Washington, DC 20250-0701

To USDA Rural Development Representative,

We are aware that Community Housing Improvement Program (CHIP) is applying for technical assistance funds from USDA Rural Development to create eight new affordable homes utilizing the mutual rural self-help housing program. CHIP has been a reliable partner for many years, and the housing that they have created has been of high-quality and is well-received by the community. The Town of Paradise lost the majority of its affordable housing units as a result of the Camp Fire, and new, affordable housing has been slow to return to the Town. We are very supportive of CHIP bringing eight new single-family affordable homes into our community and look forward to supporting them in their endeavors.

Sincerely,

Kevin Phillips,
Town Manager



Town of Paradise
Council Agenda Summary
Date: February 9, 2021

Agenda Item: 2(e)

ORIGINATED BY: Marc Mattox, Public Works Director
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Emergency Relief Program Supplement Grant Agreements

LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Approve the following Program Supplement Agreements for Emergency Relief projects to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15:
 - PSA No. F023 for Project ER-38Y0(009) On-System Culvert Replacement
 - PSA No. F024 for Project ER-38Y0(011) On-System Hardscape Replacement
 - PSA No. F025 for Project ER-38Y0(012) On System Road Rehabilitation
 - PSA No. F026 for Project ER-38Y0(013) On-System Sign Replacement
 - PSA No. F027 for Project ER-38Y0(025) Neal Road Rehabilitation
2. Adopt Resolution No. 21-___, A Resolution of the Town Council of the Town of Paradise authorizing the Town Manager, or designee, to sign the above listed Program Supplement Agreement to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15.

Background:

As a result of the 2018 Camp Fire, the Town of Paradise has been coordinating with Caltrans and Federal Highways Administration (FHWA) for eligible transportation infrastructure recovery projects.

Through the Emergency Relief Program, the Town of Paradise has been approved for over \$40M in damage assessment forms for roadways, culverts, signs and sidewalks. The approved projects are 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.

Analysis:

To remain eligible for the allocated Emergency Relief funding, the Town of Paradise is required to execute Program Supplement Agreements for each approved project which partner with the master Administering Agency-State Agreement for Federal-Aid Projects (Agreement No. 03-5425R). These supplement agreements, included as Attachments, serve as contracts between the Town of Paradise and California Department of Transportation, binding each to certain responsibilities to process these Federally funded projects. The attached agreements must be approved by the Town to continue receipt of Federal funds. In addition, the Town is required to

adopt a resolution identifying the project and designate an official authorized to execute the Program Supplement Agreements.

Financial Impact:

The estimated funding breakdown for the ER Projects is shown in Attachment A. Required matching funds are anticipated to be awarded through the Community Development Block Grant-Disaster Recovery fund allocation process.

Attachments:

Attachment A: Funding Summary

Attachment B: PSA No. F023 for Project ER-38Y0(009) On-System Culvert Replacement

Attachment C: PSA No. F024 for Project ER-38Y0(011) On-System Hardscape Replacement

Attachment D: PSA No. F025 for Project ER-38Y0(012) On-System Road Rehabilitation

Attachment E: PSA No. F026 for Project ER-38Y0(013) On-System Sign Replacement

Attachment F: PSA No. F027 for Project ER-38Y0(025) Neal Road Rehabilitation

**TOWN OF PARADISE
RESOLUTION NO. 21-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF
PARADISE OR DESIGNEE TO SIGN PROGRAM SUPPLEMENT
AGREEMENTS F023, F024, F025, F026, AND F027 TO THE
ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL AID
PROJECTS CORRESPONDING TO EMERGENCY RELIEF
PROJECTS.**

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

WHEREAS, the State of California through its Department of Transportation (Caltrans) administers the Federal Emergency Relief program and selects projects for funding; and,

WHEREAS, the Town of Paradise was awarded five Emergency Relief projects and has \$30,469,596 in Federal funds allocated to the projects; and,

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

WHEREAS, Caltrans requires the Town of Paradise to execute Program Supplement Agreements No. F023, F024, F025, F026, and F027 for the Emergency Relief projects in order to be eligible to receive Federal-Aid for eligible project costs; and,

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

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

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of February 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Mark A. Habib, Town Attorney

Attachment A
Emergency Relief Program Supplement
Funding Summary

Federal-Aid No	Project	Preliminary Engineering			Construction			Construction Engineering			Project Total
		Federal Share	Town Share	Total Cost	Federal Share	Town Share	Total Cost	Federal Share	Town Share	Total Cost	
ER38YO(009)	On-System Culvert Replacement	\$ 65,423.67	\$ 8,476.33	\$ 73,900.00	\$ 653,572.73	\$ 84,677.28	\$ 738,250.00	\$ 98,091.24	\$ 12,708.76	\$ 110,800.00	\$ 922,950.00
ER38YO(011)	On-System Hardscape Replacement	\$ 61,528.35	\$ 7,971.65	\$ 69,500.00	\$ 614,477.88	\$ 79,612.12	\$ 694,090.00	\$ 92,248.26	\$ 11,951.74	\$ 104,200.00	\$ 867,790.00
ER38YO(012)	On-System Road Rehabilitation	\$2,185,260.00	\$718,740.00	\$2,904,000.00	\$21,845,827.50	\$7,185,172.50	\$29,031,000.00	\$3,277,137.50	\$1,077,862.50	\$4,355,000.00	\$36,290,000.00
ER38YO(013)	On-System Sign Replacement	\$ 23,017.80	\$ 2,982.20	\$ 26,000.00	\$ 229,540.58	\$ 29,739.42	\$ 259,280.00	\$ 34,438.17	\$ 4,461.83	\$ 38,900.00	\$ 324,180.00
ER38YO(025)	Neal Road Rehabilitation	\$ 107,607.50	\$ 35,392.50	\$ 143,000.00	\$ 1,073,817.50	\$ 353,182.50	\$ 1,427,000.00	\$ 107,607.50	\$ 35,392.50	\$ 143,000.00	\$ 1,713,000.00
	Phase Total	\$2,442,837.32	\$773,562.68	\$3,216,400.00	\$24,417,236.19	\$7,732,383.81	\$32,149,620.00	\$3,609,522.67	\$1,142,377.33	\$4,751,900.00	\$40,117,920.00

PROGRAM SUPPLEMENT NO. F023
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425F15

Adv Project ID **Date:** January 21, 2021
0319000178 **Location:** 03-BUT-0-PRDS
 Project Number: ER-38Y0(009)
 E.A. Number:
 Locode: 5425

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

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

PROJECT LOCATION: Town of Paradise - Multiple Locations (34)

TYPE OF WORK: Emergency Opening PR - Culverts

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ER12		LOCAL	OTHER
\$73,900.00	\$65,423.67		\$8,476.33	\$0.00

TOWN OF PARADISE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Federal Programs
Division of Local Assistance

Date _____

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

Accounting Officer 

Date 1/26/21 \$65,423.67

SPECIAL COVENANTS OR REMARKS

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

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

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

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

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

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

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

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement

SPECIAL COVENANTS OR REMARKS

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

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

G. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Program Management.

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

H. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."

I. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the

SPECIAL COVENANTS OR REMARKS

aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

J. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

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

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

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

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

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

P. ADMINISTERING AGENCY agrees, and will assure that its contractors, subcontractors, and will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

SPECIAL COVENANTS OR REMARKS

Q. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.

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

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

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

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

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

SPECIAL COVENANTS OR REMARKS

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

W. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

X. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE or as permitted under Emergency Opening procedures.

Y. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions K, L, P, R, T and U under Section 2 of this agreement.

2. Disaster No. CA 19-1 (November 2018 Fires) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the disaster. The disaster occurred on November 8, 2018. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after November 8, 2018. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed on or after May 7, 2019, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- A. 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.
- B. 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);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on

SPECIAL COVENANTS OR REMARKS

the basis of sex);

D. 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 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. 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 at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;

K. 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);

L. 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).

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

PROGRAM SUPPLEMENT NO. F024
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425F15

Adv Project ID **Date:** January 21, 2021
0319000179 **Location:** 03-BUT-0-PRDS
 Project Number: ER-38Y0(011)
 E.A. Number:
 Locode: 5425

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

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

PROJECT LOCATION: Town of Paradise - Multiple Locations (30)

TYPE OF WORK: Emergency Opening - PR Sidewalks

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ER12		LOCAL	OTHER
\$69,500.00	\$61,528.35		\$7,971.65	\$0.00

TOWN OF PARADISE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Federal Programs
Division of Local Assistance
Date _____

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

Accounting Officer 

Date 1/26/21 \$61,528.35

SPECIAL COVENANTS OR REMARKS

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

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

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

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

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E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement

SPECIAL COVENANTS OR REMARKS

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

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

G. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Program Management.

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H. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."

I. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the

SPECIAL COVENANTS OR REMARKS

aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

J. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

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

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

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SPECIAL COVENANTS OR REMARKS

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X. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE or as permitted under Emergency Opening procedures.

Y. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions K, L, P, R, T and U under Section 2 of this agreement.

2. Disaster No. CA 19-1 (November 2018 Fires) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the disaster. The disaster occurred on November 8, 2018. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after November 8, 2018. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed on or after May 7, 2019, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

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- B. 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);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on

SPECIAL COVENANTS OR REMARKS

the basis of sex);

D. 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 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. 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 at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;

K. 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);

L. 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).

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

PROGRAM SUPPLEMENT NO. F025
to
**ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425F15**

Adv Project ID **Date:** January 21, 2021
0319000180 **Location:** 03-BUT-0-PRDS
Project Number: ER-38Y0(012)
E.A. Number:
Locode: 5425

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

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

PROJECT LOCATION: Town of Paradise -sections of roadway damaged by camp fire. revised DAF to additional roadway rehab work on all on-system roads. Revised to remove Neal Rd scope DAF 009

TYPE OF WORK: Restoration **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	ER12		LOCAL		OTHER
\$2,904,000.00		\$2,185,260.00	\$718,740.00		\$0.00

TOWN OF PARADISE

By _____
Title _____
Date _____
Attest _____

**STATE OF CALIFORNIA
Department of Transportation**

By _____
**Chief, Office of Federal Programs
Division of Local Assistance**

Date _____

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

Accounting Officer 

Date 1/26/21 \$2,185,260.00

SPECIAL COVENANTS OR REMARKS

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

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

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

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

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

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

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

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement

SPECIAL COVENANTS OR REMARKS

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

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

G. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Program Management.

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

H. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."

I. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the

SPECIAL COVENANTS OR REMARKS

aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

J. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

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

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

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

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

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

P. ADMINISTERING AGENCY agrees, and will assure that its contractors, subcontractors, and will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

SPECIAL COVENANTS OR REMARKS

Q. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.

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

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

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

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

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

SPECIAL COVENANTS OR REMARKS

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

W. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

X. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE or as permitted under Emergency Opening procedures.

Y. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions K, L, P, R, T and U under Section 2 of this agreement.

2. Disaster No. CA 19-1 (November 2018 Fires) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the disaster. The disaster occurred on November 8, 2018. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after November 8, 2018. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed on or after May 7, 2019, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- A. 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.
- B. 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);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on

SPECIAL COVENANTS OR REMARKS

the basis of sex);

D. 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 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. 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 at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;

K. 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);

L. 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).

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

PROGRAM SUPPLEMENT NO. F026
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425F15

Adv Project ID **Date:** January 15, 2021
0319000181 **Location:** 03-BUT-0-PRDS
Project Number: ER-38Y0(013)
E.A. Number:
Locode: 5425

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

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

PROJECT LOCATION: Town of Paradise - Multiple locations (123)

TYPE OF WORK: Restoration

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ER12		LOCAL	OTHER
\$26,000.00	\$23,017.80		\$2,982.20	\$0.00

TOWN OF PARADISE

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Federal Programs
Division of Local Assistance

Date _____

Attest _____

Date _____

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

Accounting Officer 

Date 1/26/21 \$23,017.80

SPECIAL COVENANTS OR REMARKS

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

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

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

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

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

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

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

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement

SPECIAL COVENANTS OR REMARKS

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

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

G. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Program Management.

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

H. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."

I. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the

SPECIAL COVENANTS OR REMARKS

aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

J. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

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

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

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

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

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

P. ADMINISTERING AGENCY agrees, and will assure that its contractors, subcontractors, and will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

SPECIAL COVENANTS OR REMARKS

Q. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.

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

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

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

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

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

SPECIAL COVENANTS OR REMARKS

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

W. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

X. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE or as permitted under Emergency Opening procedures.

Y. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions K, L, P, R, T and U under Section 2 of this agreement.

2. Disaster No. CA 19-1 (November 2018 Fires) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the disaster. The disaster occurred on November 8, 2018. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after November 8, 2018. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed on or after May 7, 2019, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- A. 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.
- B. 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);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on

SPECIAL COVENANTS OR REMARKS

the basis of sex);

D. 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 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. 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 at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;

K. 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);

L. 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).

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

PROGRAM SUPPLEMENT NO. F027
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425F15

Adv Project ID **Date:** January 15, 2021
0320000105 **Location:** 03-BUT-0-PRDS
Project Number: ER-38Y0(025)
E.A. Number:
Locode: 5425

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

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

PROJECT LOCATION: Neal Rd within limits of the Town of Paradise. DAF 009 replaces ineligible DAF 008.

TYPE OF WORK: Restoration

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	ER12		LOCAL		OTHER
\$143,000.00		\$107,607.50	\$35,392.50		\$0.00

TOWN OF PARADISE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Federal Programs
Division of Local Assistance
Date _____

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

Accounting Officer 

Date 1/26/21 \$107,607.50

SPECIAL COVENANTS OR REMARKS

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

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

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

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

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

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

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

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement

SPECIAL COVENANTS OR REMARKS

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

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

G. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any resultant increases in ADMINISTERING AGENCY funds as shown on the Finance Letter, any modification thereof as approved by the Division of Local Assistance, Office of Program Management.

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

H. "ADMINISTERING AGENCY certifies that neither the ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this agreement. ADMINISTERING AGENCY agrees that it will notify the STATE immediately, in the event a suspension or a debarment happened after the execution of this agreement."

I. All project repair, replacement and maintenance involving the physical condition and the operation of project improvements referred to in Article III MAINTENANCE, of the

SPECIAL COVENANTS OR REMARKS

aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals and as required for efficient operation of the completed project improvements.

J. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

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

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

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

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

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

P. ADMINISTERING AGENCY agrees, and will assure that its contractors, subcontractors, and will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

SPECIAL COVENANTS OR REMARKS

Q. The work eligible for Federal Reimbursement shall be performed by the ADMINISTERING AGENCY either by using their own forces or by contract. The ADMINISTERING AGENCY must be able to identify the costs incurred at each site and be subject to an audit for verification.

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

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

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

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

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

SPECIAL COVENANTS OR REMARKS

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

W. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

X. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE or as permitted under Emergency Opening procedures.

Y. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions K, L, P, R, T and U under Section 2 of this agreement.

2. Disaster No. CA 19-1 (November 2018 Fires) - Emergency Opening work will be reimbursed at 100% if completed within 180 days from the date of the disaster. The disaster occurred on November 8, 2018. ADMINISTERING AGENCY records must clearly identify those costs incurred on or after November 8, 2018. Incurred costs are defined as disbursements made or in process goods and services delivered. Emergency Opening work completed on or after May 7, 2019, will be funded at the federal-aid reimbursement ratio of 88.53%. Restoration work, including preliminary engineering will be reimbursed at an 88.53% ratio. The ADMINISTERING AGENCY will be responsible for the matching requirement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- A. 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.
- B. 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);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on

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the basis of sex);

D. 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 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. 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 at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;

K. 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);

L. 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).

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



**Town of Paradise
Council Agenda Summary
Date: February 9, 2021**

Agenda Item: 5(a)

Originated by: Colette Curtis, Assistant to the Town Manager
Reviewed by: Kevin Phillips, Town Manager
Subject: **Public Hearing for a Substantial Amendment to the 2019-20 Annual Plan for the Community Development Block Grant.**

Council Action Requested:

1. Conduct the duly noticed and scheduled public hearing to solicit comments regarding a proposed Substantial Amendment to the 2019-20 Annual Plan for the Community Development Block Grant. (This is the first of two public hearings, no action is requested at this time.)

Background:

The Town of Paradise has been a U.S. Department of Housing and Development (HUD) entitlement city since 1994. HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

To address the ongoing COVID 19 Pandemic, HUD recently allocated \$108,625 to the Town of Paradise in a second tranche of COVID assistance funding (CDBG-CV).

Discussion:

HUD has allocated funding to entitlement communities in order to address the COVID-19 Pandemic; Paradise has been allocated a second tranche of funding in the amount of \$108,625.00. Town Staff will work with our HUD representative to create a program to assist small businesses in Paradise with this funding.

Public Participation Process:

- **The Draft Substantial Amendment** will be available to the public on Feb. 9, 2021. The draft will be available on the Town's website (www.townofparadise.com); and Town of Paradise Town Hall. The public comment period is from Feb. 9, 2021 to March 9, 2021. Written comments should be addressed to Colette Curtis, 5555 Skyway, Paradise, CA 95969.

- **Town Council on the final Substantial Amendment:** Tuesday, March 9, 2021, at 6:00 p.m., or as soon thereafter as possible, in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. The Council will consider approving the submission of the proposed Substantial Amendment and receive additional public comment at this time.

Fiscal Impact Analysis:

The impact of this agenda item will be to allocate \$108,625 to Small Business Assistance.



TOWN OF PARADISE
 SUBSTANTIAL AMENDMENT TO THE 2019-20 ANNUAL PLAN

<p><u>Jurisdiction:</u></p> <p>TOWN OF PARADISE</p> <p>www.townofparadise.com</p>	<p><u>CDBG Contact Person and Address:</u></p> <p>Colette Curtis 5555 Skyway, Paradise, CA 95969 Phone: 530-872-6291 x112 Fax: 530-877-5059 Email: ccurtis@townofparadise.com</p>
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According to federal regulations and the Town of Paradise Citizen Participation Plan, any changes to an adopted CDBG budget that amounts to more than 25% of the annual allocation, and/or a cancellation or addition of a new project/activity, requires: (a) public notification for solicitation of comments, (b) two public hearings, and (c) Town Council approval. The amendment is then submitted to HUD for acceptance.

The following amendment to the 2019-20 CDBG Annual Plan is proposed for Council Consideration.

1. Include the recently allocated CDBG-CV funding for COVID-19 relief efforts

The Town of Paradise has been allocated \$108,625 CDBG-CV funds that are to be spend in response to the COVID 19 pandemic. This amendment will add this funding to the Annual Plan for 2019-20, which will be used to provide grants to businesses affected by COVID-19.

CDBG-CV Funding
 CDBG Annual Plan Amendment

Program Year	CDBG-CV Funds
2019-20	\$108,625

PUBLIC PARTICIPATION:

The Draft Substantial Amendment was made available to the public on Feb. 9, 2021, following the first public hearing. The draft was available on the Town’s website (www.townofparadise.com); and Town of Paradise Town Hall. The public comment period was from Feb. 9, 2021 to March 9, 2021. Written comments should be addressed to Colette Curtis, 5555 Skyway, Paradise, CA 95969.

Town Council on the final Substantial Amendment: A second public hearing will be held Tuesday, March 9, 2021 at 6:00 p.m.in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. The Council will consider approving the submission of the proposed Substantial Amendment and receive additional public comment at this time.



Town of Paradise

Council Agenda Summary

Agenda Item: 6(a)

Date: February 9, 2021

ORIGINATED BY: Marc Mattox, Public Works Director/Town Engineer
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Award Construction Contract and Construction Engineering Professional Services Contract-Almond Street Multimodal Improvements Project & Gap Closure Complex Project

LONG TERM RECOVERY PLAN: Yes, Tier 1, Walkable Downtown

COUNCIL ACTION REQUESTED:

1. Award Contract No.16-01.CON and Contract No. 17-04.CON, Almond Street Multimodal Improvements Project & Gap Closure Complex Project, to Baldwin Contracting Company, Inc. dba Knife River Construction, Chico, CA in the amount of their base bid.
2. Authorize the Town Manager to execute an agreement with Baldwin Contracting Company, Inc. dba Knife River Construction relating to Contract No.16-01.CON and Contract No. 17-04.CON and to approve contingency expenditures not exceeding 10%.
3. Concur with staff's recommendation of Mark Thomas and Company to perform Construction Engineering services for the Almond Street Multi-Modal Improvements Project & Gap Closure Complex Project.
4. Approve the attached Professional Services Agreement with Mark Thomas and Company and authorize the Town Manager to execute.

Background:

Construction Contract

On September 8, 2020 Paradise Town Council adopted a resolution approving the Plans & Specifications for the Almond Street Multi-Modal Improvements and Paradise Gap Closure Active Transportation Program Projects. Council further directed staff to advertise for bids on the subject combined project.

On November 10, 2020, the Town of Paradise Clerk's Office received eight total bids prior to 4:00 PM. These bids were opened and read aloud. The apparent low bidder, Jason Abel Construction, submitted a proposal with various deficiencies. On November 19, 2020 Paradise Town Council adopted a resolution rejecting all bids and authorized readvertisement of the project.

On November 19, 2020, the Town readvertised the project, establishing a bid proposal end date of December 14, 2020. The Town of Paradise Clerk's Office received six total bids prior to 2:00 PM. These bids were opened and read aloud. The apparent low bidder, Jason Abel Construction,

submitted a proposal with various deficiencies. On December 29, 2020 Paradise Town Council adopted a resolution rejecting all bids and authorized readvertisement of the project.

Construction Engineering Professional Services Contract

Following consultation with Caltrans Division of Local Assistance and Federal Highways Administration, the Town of Paradise awarded a sole-source contract to Mark Thomas and Company of Sacramento, CA (leveraged design engineering firm) to perform Construction Engineering services on the Almond Street Multimodal Improvements Project & Gap Closure Complex Project on February 14, 2018. As mentioned in the original PIF, these services were mentioned in the original RFP for design services awarded to Mark Thomas and Company and an open competition did occur for review of proposals.

On November 8, 2018, due to the Camp Fire, the project was indefinitely delayed. The project has resumed and a contract award for construction is included in the agenda item. In preparation for construction, it was discovered that the contract executed for Construction Management services had expired on 12/31/2020. Public Works staff sought re-approval of the PIF from the Caltrans Division of Local Assistance and received approval on 01/27/2021. At this stage, needing to re-advertise CE services could significantly delay an already delayed project due to the Camp Fire.

Analysis:

Construction Contract

On January 25, 2021, 3 bids were received by the Town Clerk and publicly opened. A list of bids received are shown in the table below:

Bid No.	Bidder's Name	Base Bid \$
1	Jason Abel Construction, Inc.	6,093,777.85
2	All-American Construction, Inc.	5,972,360.50
3	Knife River Construction	5,898,605.85
X	Engineer's Estimate	\$7,062,000.00

Per the contract specifications, the award of the contract, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid and any additive bid items chosen by the Town, whose bid complies with all the requirements prescribed.

Staff is recommending award of Contract No.16-01.CON and Contract No. 17-04.CON, Almond Street Multimodal Improvements Project & Gap Closure Complex Project, to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid \$5,898,605.85.

Construction Engineering Professional Services Contract

The Construction Engineering contract scope of services include the following at a proposed cost of \$545,557.00:

- General Project Management and Administration
- Construction Management
- Inspection Services
- Materials Testing
- Environmental Monitoring

The procurement of this contract is in compliance with 23 CFR 172.7(a)(3), with the approval of Caltrans Division of Local Assistance Public Interest Finding.

Financial Impact:

Construction and Construction Engineering services funding for the Almond Street Multimodal Improvements Project & Gap Closure Complex Project is proposed to come Active Transportation Program funding, Congestion Mitigation and Air Quality Funding, Local Transportation Funds (Transit), and Insurance Claim Funding. A detailed project accounting description is shown below.

Contract Items	ATP	CMAQ	Transit	Insurance	Total
Base Bid	\$ 4,906,816.60	\$ 177,150.50	\$ 262,451.87	\$ 552,186.88	\$5,898,605.85
Construction Contingency (10%)	\$ 490,681.66	\$ 50,585.34	\$ 26,245.19	\$ 22,348.40	\$ 589,860.59
Construction Management	\$ 180,000.00	\$ 440,000.00	\$ 6,594.17	\$ -	\$ 626,594.17
Total	\$ 5,577,498.27	\$ 667,735.84	\$ 295,291.23	\$ 574,535.28	\$7,115,060.61
Available Funding	\$ 6,792,000.00	\$ 719,000.00	\$ 295,291.23	\$ 574,535.28	\$8,380,826.51
Balance	\$ 1,214,501.73	\$ 51,264.16	\$ 0.00	\$ -	\$1,265,765.90

As noted above, insurance proceeds are planned to be allocated to the project for the purposes of repairing damages to infrastructure caused by the Camp Fire. The Town of Paradise has assessed roadway damage in an approved claim to FEMA for Almond, Birch, Fir, Foster and Black Olive. The Town of Paradise also has an insurance provision for infrastructure which must be exhausted prior to receiving FEMA Public Assistance. Through this action, the Town of Paradise is proposing to subtract accounted damages from the FEMA Public Assistance Claim and apply these damaged to the leveraged downtown projects. These subtracted claim amounts will be applied towards the Town's insurance infrastructure provision. This process allows for an expedited delivery of road damage repair caused by the Camp Fire in the downtown.

Attachments:

- A. Contract No.16-01.CON and Contract No. 17-04.CON, Town of Paradise & Baldwin Contracting Company, Inc. dba Knife River Construction.
- B. Contract No. 9377.CE, Town of Paradise and Mark Thomas and Company
- C. Approved Public Interest Finding/A&E Noncompetitive

**TOWN OF PARADISE
RESOLUTION NO. 21-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AWARDED CONSTRUCTION CONTRACT NO.16-01.CON
AND CONTRACT NO. 17-04.CON, AND AWARDED PROFESSIONAL
SERVICES AGREEMENT NO. 9377.CE FOR THE ALMOND STREET
MULTI-MODAL IMPROVEMENTS AND PARADISE GAP CLOSURE
COMPLEX PROJECTS.**

WHEREAS, the Town of Paradise has received a \$7.5M allocation of combined Active Transportation Program and Congestion Mitigation Air Quality funds; and,

WHEREAS, the purpose of the Active Transportation Program is to:

- 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,
- Provide a broad spectrum of projects to benefit many types of active transportation users.

WHEREAS, the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex Projects are consistent in scope with the approved grant awards by including the following items of work:

- Installation of new Class II Bicycle Lanes along Birch, Fir, Black Olive and portions of Almond
- Installation of new Class I Bicycle/Pedestrian Pathway along portions of Almond
- Installation of new pedestrian-lighting throughout the project area
- Installation of new sidewalks throughout the project area
- Installation of culvert pipes and drainage infrastructure
- Reconstruction of the roadway using full-depth reclamation process
- Undergrounding of all overhead utilities (separate, concurrent effort through PG&E)

WHEREAS, the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex Projects are consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire.

WHEREAS, the Town Council approved the revised Plans, Specification and Estimates and authorized advertisement for bids on the project on the 29th day of December 2020.

WHEREAS, the bids for the projects were received on January 25, 2021 with Baldwin Contract dba Knife River Construction the low bidder.

WHEREAS, Caltrans Division of Local Assistance approved a public interest finding to award a Construction Engineering contract to Mark Thomas and Company.

WHEREAS, procurement of the Construction Engineering contract is in compliance with 23 CFR 172.7(a)(3), with the approval of Caltrans Division of Local Assistance Public Interest Finding on January 27, 2021.

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

Section 1. The Town Manager is authorized to award and execute the construction contract to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of its base bid of \$5,898,605.85 for the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex projects and approve contingency expenditures not exceeding 10%.

Section 2. The Town Manager is authorized to award and execute the professional services agreement to Mark Thomas and Company with a not to exceed amount of \$545,557.00 to perform construction engineering services for the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex projects.

Section 3. The Almond Street Multi-Modal Project and the Paradise Gap Closure Complex Project are exempt from the California Environmental Quality Act pursuant to Section 15301(c) of CEQA Guidelines.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of February 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Mark A. Habib, Town Attorney

Owner-Contractor Agreement

Almond Street Multimodal Improvements Project & Gap Closure Complex Project Contract No. 16-01.CON & Contract No. 17-04.CON

THIS AGREEMENT, made this _____ day of _____, 2021, in triplicate, between the Town of Paradise (“Town”), and Baldwin Contracting Company, Inc. dba Knife River Construction, (“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 2018, the Standard Specifications, dated 2018 (within the Caltrans Standard Specifications, the word “Department” shall mean the “Town”) and the Labor Surcharge and Equipment Rental Rates in effect on the date the project work is accomplished, which the special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Notice to Bidders, Special Provisions, Bid Documents, and Contract Forms included in this Agreement are entitled:

Bid Book for the project work are dated December 29, 2020 and are entitled:
**Almond Street Multimodal Improvements Project & Gap Closure Complex Project
Contract No. 16-01.CON & Contract No. 17-04.CON**

The Project Plans for the project work are dated August 28, 2020 and are entitled:

**Almond Street Multimodal Improvements Project & Gap Closure Complex Project
Contract No. 16-01.CON & Contract No. 17-04.CON**

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
Almond Street Multimodal Improvements Project & Gap Closure Complex Project
Contract No. 16-01.CON & Contract No. 17-04.CON

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	LEAD COMPLIANCE PLAN	LS	1	\$2,000.00	\$2,000.00
2	CONSTRUCTION AREA SIGNS	LS	1	\$8,400.00	\$8,400.00
3	TRAFFIC CONTROL SYSTEM	LS	1	\$100,000.00	\$100,000.00
4	PORTABLE CHANGEABLE MESSAGE SIGN	EA	7	\$5,500.00	\$38,500.00
5	JOB SITE MANAGEMENT	LS	1	\$25,000.00	\$25,000.00
6	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$2,000.00	\$2,000.00
7	RAIN EVENT ACTION PLAN	EA	30	\$75.00	\$2,250.00
8	STORM WATER SAMPLING AND ANALYSIS DAY	EA	15	\$375.00	\$5,625.00
9	STORM WATER ANNUAL REPORT	EA	2	\$600.00	\$1,200.00
10	STREET SWEEPING	LS	1	\$10,000.00	\$10,000.00
11	TEMPORARY CONSTRUCTION ENTRANCE	EA	8	\$2,000.00	\$16,000.00
12	TEMPORARY CONCRETE WASHOUT	LS	1	\$1,500.00	\$1,500.00
13	CLEARING AND GRUBBING	LS	1	\$41,000.00	\$41,000.00
14	REMOVE TREE (18" AND UNDER)	EA	29	\$395.00	\$11,455.00
15	REMOVE TREE (OVER 18")	EA	28	\$775.00	\$21,700.00
16	ROADWAY EXCAVATION	CY	5,750	\$55.00	\$316,250.00
17	REMOVE ASPHALT CONCRETE (2")	CY	490	\$75.00	\$36,750.00
18	CLASS 2 AGGREGATE BASE	CY	2,980	\$100.00	\$298,000.00
19	HOT MIX ASPHALT (TYPE A)	TON	4,400	\$125.00	\$550,000.00
20	FULL DEPTH RECLAMATION	SQFT	169,000	\$2.25	\$380,250.00
21	DRAINAGE INLET (TYPE G0)	EA	34	\$6,623.00	\$225,182.00
22	DRAINAGE INLET (TYPE GCP)	EA	2	\$4,935.00	\$9,870.00
23	12" REINFORCED CONCRETE PIPE	LF	180	\$127.00	\$22,860.00
24	18" REINFORCED CONCRETE PIPE	LF	4,450	\$144.00	\$640,800.00
25	24" REINFORCED CONCRETE PIPE	LF	370	\$194.00	\$71,780.00
26	12" CONCRETE FLARED END SECTION	EA	18	\$1,400.00	\$25,200.00

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
27	INSTALL 48" STORM DRAIN MANHOLE	EA	11	\$13,455.00	\$148,005.00
28	REMOVE DRAINAGE INLET	EA	7	\$1,400.00	\$9,800.00
29	REMOVE PIPE	LF	840	\$115.00	\$96,600.00
30	ROCK SLOPE PROTECTION (Class I, METHOD B)	CY	20	\$739.00	\$14,780.00
31	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	85	\$18.00	\$1,530.00
32	MINOR CONCRETE - CURB (TYPE A1-6)	LF	2,290	\$28.00	\$64,120.00
33	MINOR CONCRETE - CURB (TYPE A1-8)	LF	480	\$30.00	\$14,400.00
34	MINOR CONCRETE - VERTICAL CURB & GUTTER	LF	9,550	\$33.00	\$315,150.00
35	MINOR CONCRETE - ROLLED CURB & GUTER	LF	335	\$33.00	\$11,055.00
36	MINOR CONCRETE - VERTICAL CURB & GUTTER (4")	LF	25	\$30.00	\$750.00
37	MINOR CONCRETE - VALLEY GUTTER (TYPE 1)	LF	335	\$23.00	\$7,705.00
38	MINOR CONCRETE - VALLEY GUTTER (TYPE 2)	LF	160	\$20.00	\$3,200.00
39	MINOR CONCRETE – RESIDENTIAL DRIVEWAY	SQFT	14,200	\$5.50	\$78,100.00
40	MINOR CONCRETE – COMMERCIAL DRIVEWAY	SQFT	520	\$8.00	\$4,160.00
41	MINOR CONCRETE - SIDEWALK	SQFT	53,500	\$5.00	\$267,500.00
42	SIDEWALK UNDERDRAIN	EA	2	\$2,350.00	\$4,700.00
43	CURB RAMP (CASE A)	EA	18	\$1,250.00	\$22,500.00
44	CURB RAMP (CASE C)	EA	7	\$1,500.00	\$10,500.00
45	CURB RAMP (CASE F)	EA	1	\$1,500.00	\$1,500.00
46	DETECTABLE WARNING SURFACE	EA	26	\$370.00	\$9,620.00
47	REMOVE CONCRETE (CURB, GUTTER, AND SIDEWALK)	SQFT	7,650	\$3.00	\$22,950.00
48	RELOCATE MAILBOX	EA	20	\$500.00	\$10,000.00
49	ADJUST WATER METER COVER TO GRADE	EA	15	\$1,500.00	\$22,500.00
50	ADJUST WATER VALVE COVER TO GRADE	EA	8	\$2,000.00	\$16,000.00
51	ADJUST WATER VALVE COVER TO GRADE (FDR)	EA	20	\$2,000.00	\$40,000.00
52	ADJUST MANHOLE COVER TO GRADE	EA	4	\$3,500.00	\$14,000.00
53	ADJUST UTILITY BOX TO GRADE	EA	2	\$5,000.00	\$10,000.00
54	REMOVE ROADSIDE SIGN	EA	13	\$150.00	\$1,950.00

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
55	RELOCATE ROADSIDE SIGN	EA	26	\$250.00	\$6,500.00
56	RESET ROADSIDE SIGN	EA	5	\$250.00	\$1,250.00
57	ROADSIDE SIGN - ONE POST	EA	13	\$350.00	\$4,550.00
58	4" THERMOPLASTIC TRAFFIC STRIPE	LF	980	\$1.25	\$1,225.00
59	6" THERMOPLASTIC TRAFFIC STRIPE	LF	8,950	\$0.55	\$4,922.50
60	8" THERMOPLASTIC TRAFFIC STRIPE	LF	110	\$4.50	\$495.00
61	PAINT PAVEMENT MARKING (1-COAT)	SQFT	3,950	\$2.90	\$11,455.00
62	LIGHTING (CITY STREET)	LS	1	\$985,000.00	\$985,000.00
63	SOIL PREPARATION AND FINE GRADING	SF	24140	\$0.33	\$7,966.20
64	IMPORTED TOPSOIL (24" depth)	CY	1035	\$76.50	\$79,177.50
65	SOIL AMENDMENT	SF	24140	\$0.10	\$2,414.00
66	WATER METER 1" (PID TO PROVIDE AND INSTALL)	EA	1	\$3,000.00	\$3,000.00
67	BACKFLOW PREVENTER ASSEMBLY	EA	1	\$3,315.00	\$3,315.00
68	IRRIGATION CONTROLLER,30 STATION	EA	1	\$4,000.00	\$4,000.00
69	IRRIGATION SYSTEM	SF	13650	\$14.50	\$197,925.00
70	TREES, 24" BOX	EA	54	\$332.00	\$17,928.00
71	TREES, 15 GAL	EA	37	\$145.00	\$5,365.00
72	SHRUBS, 5 GAL	EA	246	\$24.50	\$6,027.00
73	GROUNDCOVER, 1 GAL	EA	1094	\$8.60	\$9,408.40
74	HYDROSEED (NON-IRRIGATED)	SF	10200	\$0.44	\$4,488.00
75	EROSION CONTROL (NETTING)	SF	10200	\$0.43	\$4,386.00
76	BARK MULCH, 3" DEEP	CY	135	\$83.00	\$11,205.00
77	ROOT BARRIER	LF	1625	\$7.85	\$12,756.25
78	MAINTENANCE, 180 DAY	MO	6	\$1,200.00	\$7,200.00
79	MOBILIZATION	LS	1	\$420,000.00	\$420,000.00
TOTAL BID AMOUNT =					\$5,898,605.85

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.

ARTICLE X. – Notwithstanding any other provision, all claims by the Contractor the Town shall be subject to the procedures set forth in Public Contract Code sections 9201 to 9204; a copy of which is shown below:

9201.

- (a) A public entity shall have full authority to compromise or otherwise settle any claim relating to a contract at any time.
- (b) The public entity shall include provisions in a public works contract for timely notification of the contractor of the receipt of any third-party claim, relating to the contract.
- (c) The public entity shall be entitled to recover its reasonable costs incurred in providing the notification required by subdivision (b).

(Amended by Stats. 2002, Ch. 315, Sec. 1. Effective January 1, 2003.)

9203.

- (a) Payment on any contract with a local agency for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement, of any kind which will exceed in cost a total of five thousand dollars (\$5,000), shall be made as the legislative body prescribes upon estimates approved by the legislative body, but progress payments shall not be made in excess of 95 percent of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the local agency, and unused. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 50 percent of the work has been completed, if the legislative body finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.
- (b) Notwithstanding the dollar limit specified in subdivision (a), a county water authority shall be subject to a twenty-five thousand dollar (\$25,000) limit for purposes of subdivision (a).

(Amended by Stats. 2000, Ch. 126, Sec. 1. Effective January 1, 2001.)

9204.

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
 - (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
 - (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - (B) The claimant shall furnish reasonable documentation to support the claim.
 - (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

(Amended by Stats. 2019, Ch. 489, Sec. 1. (AB 456) Effective January 1, 2020. Repealed as of January 1, 2027, by its own provisions.)

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

TOWN OF PARADISE

By _____

Kevin Phillips, 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.

Mark A. Habib, Town Attorney

Approved Effective _____

Bond of Faithful Performance

Almond Street Multimodal Improvements Project & Gap Closure Complex Project
Contract No. 16-01.CON & Contract No. 17-04.CON

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, being one hundred percent (100%) of the contract amount, 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 the **Almond Street Multimodal Improvements Project & Gap Closure Complex 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.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in above-stated amount shall hold good for a period of one (1) year after the recording of the notice of completion, during which time if the Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the Agency from loss or damage made evident during the period of one (1) year from the date of recording of the notice of completion, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the above-stated amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

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 SS

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

**Almond Street Multimodal Improvements Project & Gap Closure Complex Project
Contract No. 16-01.CON & Contract No. 17-04.CON
(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: **Almond Street Multimodal Improvements Project & Gap Closure Complex 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 _____ (\$_____) being one hundred percent (100%) of the contract amount, 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: _____, 2020

By: _____

Principal

By: _____

Attorney-in-Fact

Certificate of Acknowledgement

State of California
County of Butte SS

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

Title VI Assurance (US DOT Order 1050.2A)

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

Pertinent Nondiscrimination 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 CFR 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. § 4 71, Section 4 7123), 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, subrecipients 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 at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination 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 etseq).

FHWA Form 1273, Federal Aid Contract Provisions

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Superseded General Decision Number: CA20200007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021

ASBE0016-001 01/01/2020

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

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

Area 1.....	\$ 71.16	23.39
Area 2.....	\$ 54.26	23.39

ASBE0016-007 01/01/2019

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1.....	\$ 30.81	22.71
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 10/01/2016

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.....	\$ 43.28	37.91
(2) Remaining Counties.....	\$ 39.68	35.71

BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER.....	\$ 36.53	17.08

BRCA0003-004 05/01/2019

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 43.24	21.63
AREA 2.....	\$ 45.92	26.70

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2019

Rates	Fringes
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TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-010 04/01/2019

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 27.31	14.75
Area 2.....	\$ 27.10	16.50
Area 3.....	\$ 29.94	16.38
Area 4.....	\$ 28.06	15.82
Tile Layer		
Area 1.....	\$ 45.51	17.64
Area 2.....	\$ 45.15	19.06
Area 3.....	\$ 49.90	19.16
Area 4.....	\$ 46.77	19.08

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter,
Tehama, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2020

	Rates	Fringes
MARBLE MASON.....	\$ 51.30	28.47

CARP0034-001 07/01/2020

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 51.90	34.02
Diver standby.....	\$ 58.09	34.02
Diver Tender.....	\$ 57.09	34.02
Diver wet.....	\$ 101.42	34.02
Manifold Operator (mixed gas).....	\$ 62.09	34.02
Manifold Operator (Standby).\$	57.09	34.02

DEPTH PAY (Surface Diving):
050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot
221 ft.-deeper \$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for

that shift.

CARP0034-003 07/01/2020

	Rates	Fringes
Piledriver.....	\$ 51.90	34.02

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 50.50	30.64
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 25.25	17.86
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0035-010 07/01/2017

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 24.91	19.63
Installer II.....	\$ 22.18	20.42
Lead Installer.....	\$ 29.06	20.92
Master Installer.....	\$ 33.28	20.92
Area 2		
Installer I.....	\$ 22.96	20.42

Installer II.....	\$ 20.01	20.42
Lead Installer.....	\$ 25.93	20.92
Master Installer.....	\$ 29.56	20.92
Area 3		
Installer I.....	\$ 22.01	20.42
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 24.81	20.92
Master Installer.....	\$ 31.83	20.92

 CARP0046-001 07/01/2020

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.92	30.82
Journeyman Carpenter.....	\$ 46.77	30.82
Millwright.....	\$ 49.27	32.41

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

 CARP0046-002 07/01/2020

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 CARP0180-001 07/01/2020

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

 CARP0751-001 07/01/2020

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

 CARP1599-001 07/01/2020

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 ELEC0180-001 06/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 58.51	24.74
ELECTRICIAN.....	\$ 52.01	24.54

 ELEC0180-003 12/01/2019

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.31	3%+19.80
Technician.....	\$ 46.36	3%+19.80

SCOPE OF WORK INCLUDES-
 SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,
 Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work
 when installed in raceways (including wire and cable

pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

 ELECO340-002 02/01/2018

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

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
 Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
 Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
 Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)
 Inventory Control Systems Digital Data Systems
 Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems
 WORK EXCLUDED Raceway systems are not covered

(excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

 ELECC0340-003 08/01/2020

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 40.56	32.46
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

 ELECC0401-005 07/01/2020

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 41.50	20.17

ZONE RATE:

- 70-90 miles - \$8.00 per hour
- 91+ miles - \$10.00 per hour

 ELECC0551-004 06/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 52.40	3%+23.31

 * ELECC0551-005 12/21/2020

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.41
Technician.....	\$ 48.43	22.60

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

 ELEC0659-006 01/01/2020

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.59	17.39

 ELEC0659-008 02/01/2019

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 59.09	20.22
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 52.76	19.96
(3) Tree Trimmer.....	\$ 31.10	11.32
(4) Line Equipment Man.....	\$ 52.76	19.96
(5) Powdermen, Jackhammermen.....	\$ 33.80	13.35
(6) Groundman.....	\$ 33.24	14.79

 ELEC1245-004 06/01/2020

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 47.24	19.59
(3) Groundman.....	\$ 36.12	19.19
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 72.10	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 40.50	34.35
AREA 2:		
(1) Leverman.....	\$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 42.50	34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
 Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
 Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
 Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
 Area 2: Eastern part

GLENN COUNTY:

- Area 1: Eastern part
- Area 2: Remainder

LASSEN COUNTY:

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

MADERA COUNTY:

- Area 1: Except Eastern part
- Area 2: Eastern part

MARIPOSA COUNTY

- Area 1: Except Eastern part
- Area 2: Eastern part

MONTERREY COUNTY

- Area 1: Except Southwestern part
- Area 2: Southwestern part

NEVADA COUNTY:

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

PLACER COUNTY:

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

PLUMAS COUNTY:

- Area 1: Western portion
- Area 2: Remainder

SHASTA COUNTY:

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

SIERRA COUNTY:

- Area 1: Western part
- Area 2: Remainder

SISKIYOU COUNTY:

- Area 1: Central part
- Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

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

TRINITY COUNTY:

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

TUOLUMNE COUNTY:

- Area 1: Except Eastern part
- Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

Rates

Fringes

OPERATOR: Power Equipment

(LANDSCAPE WORK ONLY)

GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

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

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15

Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels,

etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar;

Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100

tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

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

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts

Area 2: Remainder

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing		

and Structural.....\$ 41.00 33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB0067-001 06/29/2020

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 25.05	12.00
LABORER (Lead Removal)		
Marin County.....	\$ 33.07	25.30
Remaining Counties.....	\$ 32.07	25.30

LAB0067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 29.54	22.17
Area B.....	\$ 28.54	22.17
Traffic Control Person I		
Area A.....	\$ 29.84	22.17
Area B.....	\$ 28.84	22.17
Traffic Control Person II		
Area A.....	\$ 27.34	22.17
Area B.....	\$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

 LAB00185-002 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

 LAB00185-005 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

 LAB00185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of

sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or

similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-008 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

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

LAB00261-002 06/25/2018

MARIN COUNTY

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...\$	28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-004 06/25/2018

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.45	22.20

LAB00261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-015 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...\$	27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.45	22.20

LAB00324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITING - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00324-019 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

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

PAIN0016-004 01/01/2019

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 06/01/2020

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 47.38	25.99

PAIN0016-007 01/01/2019

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.68	20.24

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

 PAIN0169-004 07/01/2020

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 52.17	30.55

 * PAIN0567-001 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 29.80	13.44
Spray Painter & Paperhanger.	\$ 31.29	13.44

PREMIUMS:
 Special Coatings (Brush), and Sandblasting = \$0.50/hr
 Special Coatings (Spray), and Steeplejack = \$1.00/hr
 Special Coating Spray Steel = \$1.25/hr
 Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

 PAIN0567-007 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.01	15.48

 PAIN0567-010 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
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Drywall

(1) Taper.....	\$ 35.20	14.02
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 36.70	14.02

PAIN0767-004 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 40.61	30.76

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,
President's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50
per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 38.48	16.88
GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic
stripes and marking; hot thermo plastic; tape, traffic
stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 06/01/2020

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada
Mountains); GLENN; LASSEN (west of Highway 395, beginning at
Stacey and including Honey Lake); MODOC; NEVADA (west of the
Sierra Nevada Mountains); PLACER (west of the Sierra Nevada
Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the
Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY;
YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 39.61	22.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta,		

Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-002 07/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 64.86	43.54
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 76.30	45.27

PLUM0038-006 07/01/2019

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)....	\$ 63.04	31.48

PLUM0228-001 01/01/2021

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

	Rates	Fringes
PLUMBER.....	\$ 42.00	35.14

PLUM0343-001 07/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 54.00	38.74

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings,
schools and other commercial structures which the total
plumbing bid does not exceed Two Hundred and Fifty Thousand
(\$250,000) and the total heating and cooling does not

exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

 PLUM0350-001 08/01/2019

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 45.84	13.81

 PLUM0355-001 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 29.90	16.30

 PLUM0442-003 07/01/2020

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 45.50	31.89

 PLUM0447-001 07/01/2020

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 54.37	25.75
Light Commercial Work.....	\$ 36.23	17.72

 ROOF0081-006 08/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 40.10	18.88

 ROOF0081-007 08/01/2020

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 39.73	19.11

 SFCA0483-003 07/29/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 65.52	32.67

 SFCA0669-003 01/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
 PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
 TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.87	26.29

 SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

 SHEE0104-009 07/01/2020

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 46.60	40.21

 SHEE0104-010 07/01/2020

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

 SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
 PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
 YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

 SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates	Fringes
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SHEET METAL WORKER (Metal Decking and Siding only).....\$ 44.45 35.55

SHEE0104-019 07/01/2020

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

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.68	27.86
GROUP 2.....	\$ 31.98	27.86
GROUP 3.....	\$ 32.28	27.86
GROUP 4.....	\$ 32.63	27.86
GROUP 5.....	\$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination

bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

Mark Thomas and Company, Inc.
Consultant

Almond Street Multi-Modal Improvements and Gap Closure Complex Construction Engineering Services
Project Title

9377.CE
Budget Account Number

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows:

MARK THOMAS AND COMPANY, INC.

Incorporated in the State of CALIFORNIA

The Project Manager for the “CONSULTANT” will be JAMES PANGBURN

The name of the “LOCAL AGENCY” is as follows: TOWN OF PARADISE

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Public Works Director/Town Engineer

- B. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal. The approved CONSULTANT’s Cost Proposal is attached hereto (EXHIBIT B “COMPENSATION”) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure by CONSULTANT to comply with applicable law, or any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT by CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a court of competent

jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

- 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.
- E. LOCAL AGENCY 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 LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY 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 Local AGENCY. 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 LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions 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.
- 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.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and

Town of Paradise
Owner-Consultant Agreement
Contract 9377.CE

to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

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

ARTICLE III STATEMENT OF WORK

CONSULTANT shall perform services, described in Exhibit A entitled "SCOPE OF SERVICES."

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on **February** ____, **2021**, contingent upon approval by LOCAL AGENCY. CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on **September** ____, **2023**, unless extended by a mutually-approved amendment or terminated under Article VI of this AGREEMENT.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by Town Council of the LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **12** %. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

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

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **\$545,557.00**.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY 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. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY 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 LOCAL AGENCY 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.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY 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.

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 agrees to 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 LOCAL AGENCY.
- D. When a CONSULTANT or subconsultant is a 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 LOCAL AGENCY 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. LOCAL AGENCY, 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 resolved by the parties, shall be reviewed by LOCAL AGENCY'S Town Treasurer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Town Treasurer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this 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, LOCAL AGENCY, 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 LOCAL AGENCY 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 LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY 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 LOCAL AGENCY 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, LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY and any subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY 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 LOCAL AGENCY'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 prior written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt and approval of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of subconsultants shall be approved in writing by the LOCAL AGENCY 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 and approval 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, her or its 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 LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined in the LOCAL AGENCY'S sole discretion, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant shall be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement 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 subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE 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 LOCAL AGENCY'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 to LOCAL AGENCY 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 written authorization by LOCAL AGENCY'S Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of proposal shall be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT shall be 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, LOCAL AGENCY 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 LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

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 a contract 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 LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY 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 LOCAL AGENCY representative's 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 LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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, he or she shall, as a penalty to LOCAL AGENCY, 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 LOCAL AGENCY 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 shall be responsible for verifying compliance with certified payroll requirements. Invoice payment shall not be made until the invoice is approved by the LOCAL AGENCY 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 LOCAL AGENCY 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. Any contract 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, LOCAL AGENCY 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 LOCAL AGENCY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY 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 LOCAL AGENCY.
- G. Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, 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 subagreement 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 LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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.

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 LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY 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 LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:
Town of Paradise
Owner-Consultant Agreement
Contract 9377.CE

1. No State, Federal, or LOCAL AGENCY 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 subagreements, 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 any protected classification under California Law, including but not limited to, 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY. 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 FHWA.

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 to meet this goal. It is CONSULTANT’s responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

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. 49CFR26.55 defines "manufacturer" and "regular dealer."
- B. The goal for DBE participation for this AGREEMENT is 0% 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: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 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 AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY 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 Substitution 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 substitute a listed DBE for convenience and perform

the work with their own forces or obtain materials from other sources without prior written 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, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

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.
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 shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT shall make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

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 a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form 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. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (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. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- 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 of the AGREEMENT than would be expected on the basis of normal industry practice for the type of 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 prime 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. 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 shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance evidencing the following types of insurances as required by Federal and California regulations as set forth in Exhibit C.

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 LOCAL AGENCY 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 LOCAL AGENCY 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. LOCAL AGENCY 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 LOCAL AGENCY’s Contract Administrator.
- C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY’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, LOCAL AGENCY 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 LOCAL AGENCY'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 LOCAL AGENCY 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 or Town Council shall 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 LOCAL AGENCY, the State, and the FHWA 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 LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 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 Town, 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

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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 Town.

- 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 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. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this 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 LOCAL AGENCY’s operations, which are designated confidential by LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY’s actions on the same, except to LOCAL AGENCY’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 LOCAL AGENCY, and receipt of LOCAL AGENCY’S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. 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 LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt and approval by LOCAL AGENCY 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. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt and approval. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII NOTIFICATION

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

CONSULTANT: Mark Thomas and Company, Inc.
 James Pangburn, Project Manager
 701 University Avenue, Suite 200
 Sacramento, CA 95825

LOCAL AGENCY: Town of Paradise
 Marc Mattox, Contract Administrator
 5555 Skyway
 Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, 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 XXXIV SIGNATURES

**TOWN OF PARADISE
A Municipal Corporation**

By: _____
Kevin Phillips, Town Manager

APPROVED AS TO FORM:

By: _____
Mark A. Habib, Town Attorney

**Mark Thomas and Company, Inc.
Consultant**

By: _____
Name:
Title:
Address:

ATTEST:

By: _____
Dina Volenski, Town Clerk

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A SCOPE OF SERVICES

Mark Thomas and Company, Inc.
Consultant

Almond Street Multi-Modal Improvements and Gap Closure Complex Construction Engineering Services
Project Title

9377.CE
Budget Account Number

Mark Thomas has prepared the following scope for Construction Management services for the Almond Street Multimodal Improvements and Gap Closure Complex project.

Task 1.0 Construction Support

Mark Thomas (MT) will provide construction support services during construction of the project that includes responding to questions about the Plans and Special Provisions from the Resident Engineer or the Contractor. MT will also have staff available for field reviews to identify recommendations for corrections and perform a final punch list inspection. MT will provide final Record Drawings to the Town based on red-lined “as-builts” provided by the contractor. MT will not provide construction staking.

Task 2.0 Construction Management

Mark Thomas will provide a part-time Resident Engineer and a full-time Inspector. MT will be responsible for Construction Management services that will include the following:

- Conduct Pre-Construction Meeting
- Review/prepare required contract change orders
- Review potential claims submitted by the Contractor
- Review materials test reports, and recommend any corrective action
- Review and approve concrete mix design
- Review and approve temporary shoring plans/demo plans
- Review, approve, and monitor project schedule
- Submittal and RFI Review
- Coordinate with Utilities and utility relocations.
- Review and approval of progress payments to Contractor
- Review and approval of project close-out documentation (as-built plans, final payment, etc.)

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The Resident Engineer will oversee the following activities performed by the Inspector on a periodic basis:

General Contract Administration

- Set-up and maintain project documents in an online electronic format in accordance with Caltrans LAPM
- Attend weekly progress meetings with Contractor
- Monitor project schedule
- Prepare item quantities and progress payments to Contractor
- Coordinate materials testing required by contract and project QMP.
- Sampling and Testing
- Check as-built plans prepared by Contractor
- Preparation of project close-out documentation (final payment, etc.)

Perform Construction Inspection

- Inspect removal of concrete driveway/sidewalk and cold planning of asphalt, inspect construction of concrete driveway/sidewalk/ADA ramps, and new pavement
- Inspect tree removal, and protection of existing trees
- Inspect planting of new trees/shrubs and landscaping material
- Inspect retaining wall construction
- Inspect adjustments to manhole grades
- Inspect installation of slope stabilization material
- Inspect relocation of existing utilities
- Inspect new drainage
- Inspect installation of erosion control materials
- Inspect installation and removal of traffic control and detour signs
- Inspect installation, maintenance and removal of temporary fence
- Inspect structure excavation and backfill
- Inspect construction of lighting
- Inspect installation of irrigation

Testing

Quality assurance testing will be performed as needed, based on the Caltrans QMP for local agencies

Environmental Monitoring

Gallaway Enterprises will conduct a preconstruction survey for migratory and nesting birds



Protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGF) within fourteen (14) days prior to the start of construction activities.

Galloway Enterprises will provide a qualified cultural resource specialist to evaluate inadvertent finds in the event that materials are uncovered during construction activities. In the event that daily cultural monitoring during excavations is needed, Galloway Enterprise will provide monitor for up to 5 (5) days.

Assumptions

This scope of work and fee proposal includes the following assumptions:

- Construction duration will be 180 working days
- Inspection will be provided on a standard 5 day/40 hours per week basis (Monday-Friday)
Any request by the contractor to work beyond standard work times will be additional costs, to be paid by the contractor
- The contractor will be responsible for providing construction staking
- The Town will provide a work-space at the Public Works office for the Inspector to maintain the project files
- The scope of work includes up to 25 days for coordination beyond the construction duration above, for project set-up and close-out activities
- The contractor will be responsible for any re-testing needed on failed tests
- The contractor will be responsible for all Quality Control testing

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT B COMPENSATION

Mark Thomas and Company, Inc.
Consultant

Almond Street Multi-Modal Improvements and Gap Closure Complex Construction Engineering Services
Project Title

9377.CE
Budget Account Number

Compensation for services shall be in accordance with the specified rates of compensation, shown on the following page(s):

COST PROPOSAL FOR PROJECT SCOPE: Paradise-Gap Closure/Almond Street CM; CML 5425(038)

	MARK THOMAS										Subconsultants		TOTAL COST		
	Sr. Project Manager \$224	Project Engineer \$138	Design Engineer I \$98	Division Manager - CM \$268	RE/Structural Representative \$224	Asst. Resident Engineer \$171	Sr. Project Accountant \$127	Sr. Project Coordinator \$116	Total Hours	Total MT Cost	NVS Non-DBE	Galloway DBE			
1.0 DESIGN SUPPORT DURING CONSTRUCTION															
1.1 Design Support During Construction	10	16	38				2	66	\$8,404						\$8,404
Subtotal Phase 1	10	16	38	0	0	0	2	66	\$8,404	\$0	\$0			\$8,404	
2.0 CONSTRUCTION ENGINEERING & INSPECTION															
2.1 Construction Engineering & Inspection				8	286	1016	8	28	\$244,208	59,782	5,841			\$309,830	
Subtotal Phase 2	0	0	0	8	286	1016	8	28	\$244,208	\$59,782	\$5,841			\$309,830	
TOTAL HOURS	10	16	38	8	286	1016	8	30	1412						
Anticipated Salary Increases									\$0	\$0	\$267			\$267	
OTHER DIRECT COSTS									\$18,576	\$341	\$3,084			\$22,001	
TOTAL COST	\$2,240	\$2,208	\$3,724	\$2,144	\$64,064	\$173,736	\$1,016	\$3,480	\$271,188	\$60,123	\$9,192			\$340,502	

COST PROPOSAL FOR PROJECT SCOPE: Paradise-Gap Closure/Almond Street CM; ATPL 5425 (031)

	MARK THOMAS										Subconsultants			TOTAL COST		
	Sr. Project Manager \$224	Project Engineer \$138	Design Engineer I \$98	Division Manager - CM \$268	RE/Structural Representative \$224	Asst. Resident Engineer \$171	Sr. Project Accountant \$127	Sr. Project Coordinator \$116	Total Hours	Total MT Cost	NVS Non-DBE	Gallway DBE				
1.0 DESIGN SUPPORT DURING CONSTRUCTION																
1.1 Design Support During Construction	2	4	4	4	0	0	0	0	0	0	0	2	12	\$1,624	-	\$1,624
Subtotal Phase 1	2	4	4	4	0	0	0	0	0	0	0	2	12	\$1,624	\$0	\$1,624
2.0 CONSTRUCTION ENGINEERING & INSPECTION																
2.1 Construction Engineering & Inspection				4	174	624	4	16	822	\$149,116	36,640	3,822		\$189,579		\$189,579
Subtotal Phase 2	0	0	0	4	174	624	4	16	822	\$149,116	\$36,640	\$3,822		\$189,579		\$189,579
TOTAL HOURS	2	4	4	4	174	624	4	18	834							
Anticipated Salary Increases										\$0	\$0	\$175		\$175		\$175
OTHER DIRECT COSTS										\$11,385	\$209	\$2,084		\$13,678		\$13,678
TOTAL COST	\$448	\$552	\$392	\$1,072	\$38,976	\$106,704	\$508	\$2,088		\$162,125	\$36,849	\$6,081		\$205,055		\$205,055

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TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT C INSURANCE PROVISIONS

Mark Thomas and Company, Inc.
Consultant

Almond Street Multi-Modal Improvements and Gap Closure Complex Construction Engineering Services
Project Title

9377.CE
Budget Account Number

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3) **Workers’ Compensation Insurance:** As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Consultant provides written verification he or she has no employees.)*
- 4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant’s profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

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.

Such policy shall continue for a period of one year after completion of work by the Consultant.

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

- 1) The Town of Paradise, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Consultants insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Consultants insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

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.

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

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 may be satisfied by either the named insured or Town.

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

F. VERIFICATION OF COVERAGE: 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 Page of the CGL policy listing all policy

endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the 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.

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 include all subconsultants as insured under its policies or require all subconsultants to be insured under their own policies. If subconsultants are insured under their own policies and have a contract participation amount exceeding \$1,000,000, they shall be subject to all the requirements stated herein, including providing the Town certificates of insurance and endorsements **before** beginning work under this contract. Subconsultants who have a contract participation amount less than \$1,000,000 shall have a minimum scope and limits of insurance coverage 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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3) **Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Consultant provides written verification he or she has no employees.)*
- 4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. Architects' and engineers' coverage is to be endorsed to include contractual liability.

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 D TITLE VI ASSURANCES

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

Pertinent Nondiscrimination 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 CFR 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. § 4 71, Section 4 7123), 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, subrecipients 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 at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination 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).

Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive

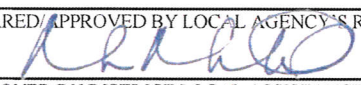
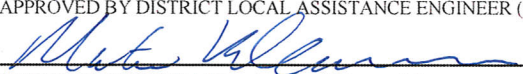
U.S. DEPARTMENT OF TRANSPORTATION	FEDERAL HIGHWAY ADMINISTRATION	CALIFORNIA DEPARTMENT OF TRANSPORTATION
COST-EFFECTIVENESS/PUBLIC INTEREST FINDING		
COST-EFFECTIVENESS DETERMINATION REQUIRED	PUBLIC INTEREST DETERMINATION REQUIRED	
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other*: _____ * Requires Caltrans District approval ** Requires FHWA approval	<input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Waiver of Buy America Requirements (23 CFR 635.410)** <input type="checkbox"/> Other*: _____	
A&E NONCOMPETITIVE DETERMINATION REQUIRED		
<input checked="" type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)* (Must select one of the limited circumstances)	MUST MEET ONE OF THE FOLLOWING LIMITED CIRCUMSTANCES: <input checked="" type="checkbox"/> Service is available only from a single source <input type="checkbox"/> There is an emergency which will not permit the time necessary to conduct competitive negotiations <input type="checkbox"/> After solicitation of a number of sources, competition is determined to be inadequate	
FEDERAL-AID PROJECT	CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input type="checkbox"/> OTHER:	
	STEWARDSHIP: <input type="checkbox"/> DELEGATED <input type="checkbox"/> HIGH PROFILE	
ID	DIST-CO-RTE- PM	ESTIMATED COST
ATPSB1L 5425 (038)	03-Butte-N/A-N/A	350,000.00
ATPL 5425 (031)	03-Butte-N/A-N/A	170,000.00
		FEDERAL FUNDS
		350,000.00
		0.00
PROJECT SPECIFIC <input type="checkbox"/>	MULTIPLE PROJECTS <input checked="" type="checkbox"/>	REGIONAL/DISTRICTWIDE <input type="checkbox"/>
		STATEWIDE <input type="checkbox"/>
GENERAL LOCATION	GENERAL DESCRIPTION OF WORK	
The Project is located in the Town of Paradise within the commercial core (Almond, Birch, Fir, Foster, Black Olive).	The Scope of Services for this PIF includes Construction Engineering (CE) for RE, ARE, materials testing and environmental monitoring.	
REASONS THAT REQUESTED APPROVAL IS CONSIDERED (STATE):		
Public Interest Finding for this exact request was approved on January 31, 2018 by Caltrans District 3 DLAE. On November 8, 2018, due to the Camp Fire, the project was indefinitely delayed. The project has resumed and a contract award for construction is expected on February 2, 2021. In preparation for construction, it was discovered that the contract executed which was authorized by the 1/31/18 PIF had recently expired. The Town of Paradise is seeking re-approval of the same PIF and will execute a new contract with Mark Thomas (leveraged design engineering firm). As mentioned in the original PIF, these services were mentioned in the original RFP and an open competition did occur for review of proposals. At this stage, needing to re-advertise CE services could significantly delay an already delayed project due to the Camp Fire.		
REMARKS (STATE) :		
PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE	REPRESENTATIVE NAME AND TITLE:	Date:
	Marc Mattox, Public Works Director	1/27/21
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)	DLAE NAME:	Date:
	Bomasur Banzon, DLAE	01/27/2021
**APPROVED BY FHWA (Buy America Waiver only)	FHWA REPRESENTATIVE NAME:	Date:

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS

Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive**Instructions**

1. Check appropriate box under “Cost-Effective Determination Required,” “Public Interest Determination Required,” or [A&E Noncompetitive Determination Required](#). If [A&E Noncompetitive Determination Required](#) is checked, check one of the limited circumstances.
2. Check “Class of Funds” as follows: IM-Interstate Maintenance, NH-National Highway, STP - State Transportation Program, Other (all other classes).
3. Provide the Federal-aid Project ID number in first column.
4. Identify Caltrans District-County-State Route-Post Mile, or City and street in second column.
5. List Estimated Cost of the portion of the project subject to this PIF.
6. List the amount of the Federal Funds in the portion of the project subject to this PIF.
7. Describe “General Location” applicable to this PIF.
8. Provide “General Description of Work” affected by this PIF.
9. Explain and give “Reasons that requested approval is considered to be cost-effective, in the public’s best interest, or [meet A&E noncompetitive procurement](#).” Provide cost analysis or comparison as evidence of cost-effectiveness.
10. “Remarks” is for the Local Agency Representative preparing the Finding.
11. Signature, Name, and Title of Local Agency Representative preparing or approving PIF, as appropriate, and Date.
12. Signature and Name of District Local Assistance Engineer approving the PIF, as required, and Date.
13. Signature and Name of FHWA representative approving the PIF for Buy America waivers, and Date.

EXHIBIT 12-F COST-EFFECTIVENESS/PUBLIC INTEREST FINDING

U.S. DEPARTMENT OF TRANSPORTATION		FEDERAL HIGHWAY ADMINISTRATION		CALIFORNIA DEPARTMENT OF TRANSPORTATION	
COST-EFFECTIVENESS/PUBLIC INTEREST FINDING					
COST-EFFECTIVENESS DETERMINATION REQUIRED			PUBLIC INTEREST DETERMINATION REQUIRED		
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other*: _____ * Requires Caltrans District approval ** Requires FHWA approval *** Must be emailed to Proprietary.PIF@dot.ca.gov . Certification below must accompany PIF if no suitable alternative exists or if proprietary item is essential for synchronization with existing highway facility.			<input checked="" type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)* <input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of proprietary products and processes (23 CFR 635.411)*** <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Waiver of Buy America Requirements (23 CFR 635.410)** <input type="checkbox"/> Other*: _____		
FEDERAL-AID PROJECT		CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input checked="" type="checkbox"/> OTHER:			
		STEWARDSHIP: <input checked="" type="checkbox"/> DELEGATED <input type="checkbox"/> HIGH PROFILE			
ID	DIST-CO-RTE- PM	ESTIMATED COST		FEDERAL FUNDS	
CML 5425 (038)	03-BUTTE-NA-NA	\$244,212		\$244,212	
ATPL 5425 (031)	03-BUTTE-NA-NA	\$162,828		\$0	
PROJECT SPECIFIC <input type="checkbox"/> MULTIPLE PROJECTS <input checked="" type="checkbox"/> REGIONAL/DISTRICTWIDE <input type="checkbox"/> STATEWIDE <input type="checkbox"/>					
IF A PROPRIETARY ITEM AND NOT PROJECT SPECIFIC, WHAT IS THE EXPIRATION DATE: <u>NA</u>					
GENERAL LOCATION			GENERAL DESCRIPTION OF WORK:		
The project is located in the Town of Paradise within the commercial core. The local roads to be improved include Almond Street (between Pearson Road and Elliot Road), Fir Street, Birch Street, Foster Road, and Black Olive Drive.			The scope of services includes providing Construction Engineering (CE), including providing a Resident Engineer (RE) and Assistant Resident Engineer, materials testing, and potential environmental monitoring during construction of the proposed improvements.		
REASONS THAT REQUESTED APPROVAL IS CONSIDERED TO BE COST-EFFECTIVE OR IN THE PUBLIC'S BEST INTEREST (STATE):					
In April 2016, an RFP was issued relating to the Almond St Multi Modal Improvements Project for Design services. In April 2017, an RFP was issued relating to the Paradise Gap Closure Complex and included both Design and Construction Engineering services. These projects are immediately adjacent to one another and complete an overall vision for a safe, equitable, multi-modal environment for motorists, pedestrians, and bicyclists alike. In both professional service solicitations, the independent Evaluation Committees selected consultant Mark Thomas as the highest ranked firm to provide these services. From the proposals received, Mark Thomas demonstrated the highest understanding of the project objectives, experience with similar types of work, and capability of developing innovative or advanced techniques. With both projects nearly ready for construction, the Town of Paradise is ready to ensure proper oversight of the construction activities is completed. The Town of Paradise proposes a non-competitive, negotiated consultant contract with Mark Thomas to provide Construction Engineering services that include a Resident Engineer, Assistant Resident Engineer, materials testing, and environmental monitoring to ensure compliance with State/Federal requirements and project plans and specifications. Given Mark Thomas' knowledge of the project and experience delivering similar projects through design and construction, the Town determined that it is the best interest of the Town to move forward with Mark Thomas providing Construction Engineering services for this contract. Leveraging Mark Thomas, the design engineering firm for both projects, represents a perfect opportunity to remain efficient in public funds while providing the highest level of expertise to navigate this coordinated, multi-year community investment. Town staff will remain the project signatory for all payments, change orders and general oversight -- eliminating any possibility for conflicts of interest per the Local Assistance Procedures Manual. Furthermore, as the Construction Engineering services were mentioned in the RFP, there was equal opportunity for all firms to submit a proposal for this project. The Town does not see a need to re-procure the Construction Engineering services, as that would cause additional delays to the project schedule.					
REMARKS (STATE):					
PREPARED/ APPROVED BY LOCAL AGENCY'S REPRESENTATIVE		REPRESENTATIVE NAME AND TITLE:		Date:	
		Marc Mattox, Public Works Director		01/31/2018	
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)		DLAE NAME:		Date:	
		Martin Villanueva, District 3 DLAE		1/31/18	
**APPROVED BY FHWA (Buy America Waiver only)		FHWA REPRESENTATIVE NAME:		Date:	

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS



Town of Paradise
Council Agenda Summary
Date: February 9, 2021

Agenda Item: 6(b)

ORIGINATED BY: Susan Hartman, Community Development Director

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Consider Awarding Professional Services Contract to Urban Planning Partners Inc. for Preparation of the Paradise General Plan Housing Element Update

LONG TERM RECOVERY PLAN: Planning & Zoning – Tier 1

COUNCIL ACTION REQUESTED:

1. Consider concurring with Town staff’s recommendation for the Town of Paradise to award and execute a professional services agreement with the first Urban Planning Partners Inc. to prepare and secure State Housing & Community Development (HCD) certification of the legally required periodic update to the Paradise General Plan Housing Element; **AND**
2. Authorizing the Town Attorney to draft an agreement for professional services to be executed between the Town of Paradise and Urban Planning Partners Inc.
3. Authorizing the Town Manager, on behalf of the Town of Paradise, to sign the awarded agreement for professional services with Urban Planning Partners Inc.

ALTERNATIVE ACTIONABLE OPTIONS:

1. Adopt a motion to provide alternative direction to Town staff regarding this agenda item.

Background:

On December 10, 2020, the Butte County Association of Governments (BCAG) adopted the Final Regional Housing Needs Allocation (RHNA) for the 2022-2030 planning period. On January 8, 2021 HCD approved BCAG’s adopted RHNA plan. The adopted plan is required by State law and is based upon county-wide housing projections developed by HCD. The purpose of the RHNA is to allocate to all local jurisdictions and the county their fair share of the region’s projected housing need by household group over its eight-year planning period.

The housing allocation targets are intended to assure that adequate sites and zoning are made available to address anticipated housing demand during the planning period and that market forces are not inhibited in addressing the housing needs of economic segments of a community. Additionally, state housing element law requires that each BCAG member’s share of the regional

housing need shown in this RHNA must be incorporated into and used within that member's General Plan Housing Element as its local goal for accommodating additional housing.

In April 2020 Town staff submitted a grant application for the Wildfire Resiliency and Recovery Planning Grant issued through the California Strategic Growth Council (SGC), Governor's Office of Planning and Research (OPR), and the Department of Conservation (DOC). The Department of Conservation had reappropriated approximately \$720,000 in unused or returned funds from earlier grants issued in 2012 and 2014. The funds were used for a competitive grant program that focused on communities affected by catastrophic wildfires in 2017, 2018, and 2019. The Town's grant application was for the General Plan Housing Element Update with a focus on fire resilient housing, preparing and mastering ADU plans, and creating fire resilient residential landscape plans for use by Paradise residents at no cost. Grant applications could request no more than \$250,000.

The Town was ultimately awarded \$198,341.00; \$125,000 of which is allocated to the cost of the Housing Element Update which would have a focus on fire resilient housing programs to meet the parameters of the grant. The final grant paperwork with the State is anticipated to be ready for execution in the next 2-3 weeks.

Discussion:

Given the above-state background, the Community Development Director completed the preparation and recent release of a request for proposals (RFP) from qualified consultant firms to perform the necessary update to the Paradise General Plan Housing Element. Proposals were submitted to the Town by the assigned January 21, 2021 submittal date from the following three consultant firms:

- 1) EMC Planning Group Inc. of Monterey, CA
- 2) 4LEAF Inc. of Pleasanton, CA
- 3) Urban Planning Partners Inc. of Oakland, CA

Collectively and independently, the Community Development Director, the Housing Program Manager, and the Town's Planning Consultant (retired Town Community Development Director) reviewed the three proposals submitted and determined unanimously that the proposal of Urban Planning Partners Inc. is the best designed proposal to address our specific needs and meet the requirements of our grant funding.

This firm is offering its services to provide our community with an updated Paradise General Plan Housing Element with an approach that uses a team composed of experienced and skilled staff members and sub-consultants that have been involved with not only the completion of multiple Housing Elements but carry a local knowledge of the Wildland Urban Interface (Deer Creek Resources out of Chico) and the Town's sewer project (Bennett Engineering). The skillset and experience of the overall team makes Urban Planning Partners Inc. uniquely qualified to prepare a Housing Element focused on fire resiliency rooted in a deep understanding of local conditions and constraints.

The total budget in Urban Planning Partners' proposal for all required tasks in the update process is \$149,944 which accounts for 985 hours of anticipated labor throughout all staff and sub-consultants. While not the lowest priced proposal, it offers almost 300 more project hours, is all-inclusive for the cost of securing the necessary housing documentation and offers the local Wildland Urban Interface and sewer project knowledge the other proposals did not. The grant award will cover 84% of the Housing Element Update budget with the balance of \$24,944 being part of the upcoming 2021/22 FY budget from the General Plan Update fund.

Financial Impact:

Authorizing the Town Attorney development and Town Manager execution of a professional services agreement will not result in an expenditure out of the current 2020/21 FY budget since \$125,000 in grant funds will cover the completion of the first 84% of project activities. The balance of \$24,944 will be shown in the upcoming 2021/22 FY budget proposal from the General Plan Update account which is an account reserved for the updates of any of the General Plan elements and is supplied with funds collected by the Town through the General Plan surcharge contained with the Town's adopted fee schedule and assigned to issuance of a vast majority of development permits and other entitlements issued by the Town.



Town of Paradise

Council Agenda Summary

Agenda Item: 6(c)

Date: February 9, 2021

ORIGINATED BY: Kate Anderson, Housing Program Manager
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Consider Awarding Professional Services Contract to Civitas, LLC for Community Development Block Grant (CDBG) 2021-2025 Consolidated Plan, 2021 Annual Action Plan, and updates to Citizen Participation Plan and Analysis of Impediments to Fair Housing

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Consider adopting a motion to award a professional services agreement with Civitas, LLC to prepare and submit its Community Development Block Grant (CDBG) 2021-2025 Consolidated Plan and its 2021 Annual Action Plan, as well as update its Citizen Participation Plan and its Analysis of Impediments to Fair Housing; and,
2. Authorizing the Town Attorney to draft an agreement for professional services to be executed between the Town of Paradise and Civitas, LLC; and,
3. Authorizing the Town Manager, to execute an agreement for professional services with Civitas, LLC.

Background:

The Town of Paradise receives the smallest CDBG entitlement grant given by HUD. Its Business & Housing Services Department is responsible for the development, administration and monitoring of various housing, neighborhood and economic development programs, as well as the submission of the 5-Year Consolidated Plan. Typically, the Town would develop its own 5-Year Consolidated Plan, building consecutively upon the last; however, the 2018 Camp Fire dramatically changed all aspects of the community, rendering the prior 5- Year Consolidated Plan to be inadequate.

In order to meet the regulatory requirements of HUD, the Town must complete and adopt its CDBG 2021-2025 Consolidated Plan and its 2021 Annual Plan by August 15, 2021. To assist in this endeavor, staff solicited for professional assistance to prepare and submit the required plans through a Request for Proposal (RFP) on December 18, 2020. The deadline for proposal submission was January 19, 2021.

Analysis:

Staff received three proposals -- Civitas, LLC, Crescendo Consulting Group, LLC/LiveStories, Inc., and Karen Dash Consulting, LLC.

The review panel consisted of three staff members with the most experience in working with the CDBG grant; they were the Assistant to the Town Manager, the Housing Program Manager and the Senior Accountant. The panel independently reviewed, rated and ranked each proposal then compared scores and discussed the merits of each. While any one of the proposals would effectively address our specific needs, the panel unanimously determined that the proposal of Civitas, LLC is the best option.

Civitas, LLC offers extensive knowledge of the Consolidated Planning process and expertise in fair housing, as well as prior experience with disaster recovery (CDBG-DR in particular). The Principal Owner is excited to work on our project and believes they have the data experience that can satisfy our unique data needs. Their reference spoke very highly of their working relationship with Civitas, LLC and said that they have been a vital partner. Lastly, Civitas, LLC offered their services at a lower cost than any other proposal.

Financial Impact:

Town Manager execution of a professional services agreement will result in an expenditure of \$37,837. Funding for this project will be drawn from CDGB sources so there is no impact to the General Fund.



Town of Paradise
Council Agenda Summary
Date: February 9, 2021

Agenda Item: 6 (d)

ORIGINATED BY: Susan Hartman, Community Development Director

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Downtown Street Vending Discussion

LONG TERM

RECOVERY PLAN: N/A

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

1. Consider discussion and providing staff with direction on desired changes, if any, to the Paradise Municipal Code relating to the street vending regulations to present at a future council meeting; OR
2. Direct an alternative directive to town staff.

Background:

At the August 14, 2018 council meeting, staff entered into a discussion with the town council regarding the existing street vending regulations and whether there was a need or desire to revise the current vending ordinance to include vending opportunities in the Downtown, as geographically delineated in the Downtown Revitalization Master Plan.

Staff was directed to review the properties encompassed within the boundaries of the Downtown and assess the feasibility of vending locations in order to bring those findings back to the council at a future meeting. An updated presentation was scheduled for the November 13, 2018 council agenda which was understandably tabled indefinitely.

Chapter 5.11 *Vending-Hawking-Peddling-Sales* of the Paradise Municipal Code (PMC) sets forth the requirements for the application and issuance of vending licenses within the Town. A license is required to vend, sell, hawk or display for sale any merchandise upon outdoor locations within the Town of Paradise that is not associated with a fixed place of business (located on-site) displaying its inventory. Currently, vending licenses can only be issued for the sale of food concessions (fresh, processed, prepared, or cooked food from a non-fixed place of business) and flowers. Vending licenses are issued for a single location and not transferable to another site as not all properties are zoned for food and retail sales. In addition, section 5.11.050 of the PMC prohibits vending from any vehicle located on a public or private street. Each vending application must provide evidence to the Town of the property owner's authorization and the permit

conditions, such as road setbacks and parking availability, are site specific. Vending is only permissible on private commercial property, not Town owned property.

Vendors are still required to comply with all other regulations of the Paradise Municipal Code as well as any pertinent county, state, or federal law per PMC Section 5.11.030.D *License Conditions*. This includes the zoning ordinance (Title 17 of the PMC) which enumerates in which zoning districts food and retail sales are permitted – the Neighborhood Commercial (NC), Central Business (CB), and Community Commercial (CC) zones.

Chapter 5.11 of the PMC does apply additional regulations to vending in the downtown; restricting the license to four (4) consecutive days or less and linked to a special community event sponsored by either a nonprofit group and/or public entity recognized by the Town of Paradise such as Gold Nugget Days, Chocolate Fest, and Johnny Appleseed Days. In practical terms that means full-time food and flower vendors are unable to secure vending licenses for any properties along those portions of Skyway, Foster Road or Almond Street that sit between Pearson and Elliott Roads as well as Pearson Road between Skyway and Black Olive Drive.

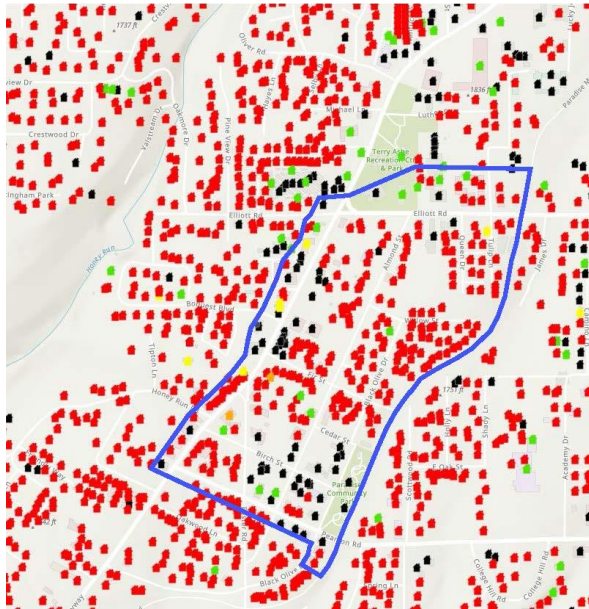
Discussion:

Currently the Town licenses four food trucks on an annual permit – Tacos el Paraiso across from Town Hall, Julie’s Grill at Ace Hardware, El Caporal below McDonalds, and Robbie’s Burgers where Kalico Kitchen was (same owner). In 2018 the Town licensed four food trucks, in 2017 the Town licensed five food trucks (the 5th truck eventually relocated to Magalia), and in 2016 & 2015 the Town licensed four food trucks each year respectively. Prior to 2015 only up to two food truck vending licenses were requested each year.

At the end of 2020, in conjunction with the normal renewal noticing of licensed food trucks, staff identified 6 additional food vendors set up around Town without the required vending license; one of which was setup in the Downtown where vending is not currently permitted.

Requests for vending licenses in the Downtown in the past 10 years have been 5-6 requests at the most and none during the 2018 calendar year. Included in that number are any vendors who set up their business operations in the Downtown without benefit of the required license and tried to seek approval after notification of the violation. Typically, initial conversations with potential street vendors are thorough enough to facilitate the understanding of the permitted zoning districts thereby alleviating requests to vend in the Downtown.

Pre-fire, properties in the Downtown were viewed both from street level and aerial perspectives to ascertain the potential to accommodate street vendors and, at that time, it appeared there were approximately 20% of the properties in the Downtown with the potential to accommodate a vendor on-site based on existing land uses and available area. Post-fire conditions essentially swapped those percentages to an approximate 80% availability as shown below (red dots indicate structures that were destroyed, black dots are standing structures with no visible damage, and the blue outline is the Downtown boundaries):



The question that lies with the Town Council is whether it makes sense to open up all commercial areas of Town to year-round street vending including the Downtown, considering the current state of limited commercial development and services in Town.

It is likely this would be a self-policing action in that when a Downtown landowner rebuilt, if there was not enough room on the parcel to continue to accommodate the food truck, or if it were in competition with the brick-and-mortar business itself, the owner could just choose not to renew the lease on the land. Another scenario is when the sewer system is installed in the Downtown, it is likely the landowner will see the

availability of a higher and more permanent use for the property and develop accordingly.

If the Council would like to formally consider revising the regulations governing vending in the downtown, staff would bring back a draft ordinance for review. At this time, feedback from Council is requested before creating an ordinance based, in part, on these considerations:

- Should all food concession (food trucks and fruit/vegetable stands) and flower sales be permitted in the downtown or only mobile food trucks?
- With as many vacant lots as there are, should there be a limit as to how many food trucks can be permitted per site? Currently it is at the discretion of the Planning Director. On developed properties, this has historically not been an issue because the business still needs to maintain its minimum off-street parking spaces, thereby making room for even one street vendor limited.
- Should the ordinance speak specifically to the requirement of on-site solid waste provisions whether that be through a lease agreement that the vendor can use the existing services on-site or that they contract separately if the lot is vacant?

Financial Impact:

Discussion of municipal code ordinances will have no financial impact upon the Town of Paradise.



Town of Paradise
Council Agenda Summary
Date: February 9, 2021

Agenda Item: 6 (e)

ORIGINATED BY: Susan Hartman, Community Development Director

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Abandoned Sign Discussion

LONG TERM

RECOVERY PLAN: N/A

COUNCIL ACTION REQUESTED:

1. Consider discussing signs in the Town of Paradise and provide staff with verbal direction and/or concurrence on the enforcement of post-Camp Fire damaged and/or abandoned commercial signs; OR
2. Direct an alternative directive to town staff.

Background:

The November 2018 Camp Fire destroyed approximately 90% of structures in Town. All properties, including commercial, were subject to Phase I (HHW) and Phase II (fire debris) cleanup requirements following the fire. One significant difference in the pre- and post-cleanup dispositions of the commercial properties versus the residential properties was the amount of infrastructure left behind. Commercial properties commonly had large, paved parking lots, protective bollards (cement posts), and freestanding signs that were not included in the fire debris cleanup.

In some cases, the freestanding commercial signs were clearly damaged in the fire while others appear to have made it through unscathed or with minimal damage. It is likely council members have heard from members of the public regarding what will become of these surviving signs that remain as the sole visual improvement on the property; many of which are advertising businesses that no longer exist on the Ridge.

Discussion:

There are currently three (3) types of unutilized signs in Town:

- Undamaged signs that are serving empty, standing buildings available for lease, rent, or sale which may still be advertising the previous tenant;
- Undamaged signs located on vacant properties where the previous commercial structure burned down; and

- Damaged signs on vacant properties where the previous commercial structure burned down.

This discussion is meant to focus on the second two types of signs – those located on vacant commercial properties.

There are two sections of the Paradise Municipal Code (PMC) addressing those types of signs:

- Section 17.37.300 *Prohibited Signs*. Subsection “F” reads:
 - Abandoned signs and/or abandoned sign structure(s) unless officially designated as historic by the Town of Paradise and/or the State of California.
 - The PMC defines abandoned signs as “any sign or sign structure which identifies a use which has not occupied the site on which it is located for a period of ninety (90) days, does not clearly identify any land use for a period of ninety (90) days, or has been in a state of disrepair or poor condition for a period of ninety (90) days.
- Section 8.04.010 *Declaration of What Constitutes an Unlawful Public Nuisance*. Subsection “G.4” *Maintenance of Commercial Property* reads:
 - Building exteriors, walls, fences, signs, retaining walls or other structures on the property which are broken, deteriorated, or substantially defaced.

Undamaged signs on vacant properties



Situation: There are freestanding business signs around town, on vacant properties, that appear to be structurally viable signs for a future rebuilt business on the property. These sign structures potentially provide value to the property, saving the new business owner considerable expense, and are an immediate indicator to a passerby that the property is commercial in nature.



Proposed Solution: If the sign face is in good enough shape, flip the sign face around (inverted graphics may be slightly visible) being sure to verify any illuminated signs are powered down.

Signs with solid/wood faces would be removed or painted over but leaving the structure in place.



Alternate Solution: If the sign face is heat warped and/or damaged, completely remove the sign face and any bulbs and leave the sign structure empty.

Damaged signs on vacant properties



Situation: There are freestanding sign structures that are damaged and do not appear to be structurally viable.

Proposed Solution: These signs would be treated as a public nuisance and required to be completely removed.

Non-conforming signs



One consideration as to why undamaged sign structures should be permitted to remain is that there are signs that, because of their age, no longer conform with the current sign ordinance. An example is when the Redevelopment Area (RDA) was delineated, and specific sign regulations assigned to that area. While some commercial signs outside of the RDA could be as tall as 16 feet, those in the RDA are restricted to 8 feet in height and can only be a monument or post (2 supports) design. If undamaged sign structures are required to be removed instead of just having the sign face(s) turned around or removed, under the determination of being abandoned, there are certain signs that would not be

able to be replaced as they currently exist because of their non-conforming nature. While it is understood that the sign regulations are a goal that development should be striving to achieve, the economic value of an existing usable sign structure cannot be overlooked. Especially with the costs associated with rebuilding a business in town.

Financial Impact:

Discussion of municipal code ordinances will have no financial impact upon the Town of Paradise.



Town of Paradise
Council Agenda Summary
Date: February 9, 2021

Agenda Item: 6(f)

ORIGINATED BY: Garrett Sjolund, Fire Chief
REVIEWED BY: Kevin Phillips, Town Manager
Mark Habib, Town Attorney
SUBJECT: Consider Introducing an Ordinance Amending Section 15.09.100 of the Paradise Municipal Code Relating to, General Open Burning

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

1. Consider waiving the first reading of Town Ordinance No. _____ and read by title only; **AND**
2. Introduce Town Ordinance No. _____. "An Ordinance of the Town Council of the Town of Paradise Amending Section 15.09.100 of the Paradise Municipal Code relating to General Open Burning. (ROLL CALL VOTE)

Background:

Attached with this council agenda summary for your consideration and recommended adoption for introduction purposes is a copy of an ordinance document recently prepared by town staff and reviewed by the Town Manager and Town Attorney. Recommended text amendments to the ordinance are shown in "shaded" (additions) and "~~strike-out~~" (deletions) font.

On January 12, 2021, the council discussed burn permits and how better to support property owners in obtaining and maintaining a "defensible space" on their property and around their structures. In discussion with the Fire Chief it became apparent that refinements to the ordinance were needed to the Paradise Municipal Code (PMC) to improve and promote "responsible" open burning while maintaining the safety of the community.

Analysis:

The attached ordinance proposes to amend Section 15.09.100 of the PMC relating to general open burning requirements in order to enhance the health and safety of the Town's "Post Camp Fire" community.

Lastly, the Town Planning Director has determined that this proposed ordinance is a class of project that has been determined not to have a significant effect on the environment. Therefore, the proposed ordinance action is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15308 (Actions by Regulatory Agencies for Protection of the Environment). **NOTE:** This subject CEQA determination finding is embodied within the attached proposed ordinance document.

Financial Impact: There is no financial impact associated with the first reading and introduction of the ordinance.

Attachment – Proposed Ordinance
Proposed Burn Permit Changes

**TOWN OF PARADISE
ORDINANCE NO. ____**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AMENDING SECTION 15.09.100 OF THE PARADISE MUNICIPAL CODE
RELATING TO GENERAL OPEN BURNING**

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

15.09.100 - Chapter 3, Section 307.1, General Open Burning, amended as follows:

Burn permits are required for all outdoor burning within the Town of Paradise limits with the exception of barbeque equipment used for the preparation of food and outdoor fireplaces or warming devices used in accordance with the manufacturers specifications, approved screening not to exceed 3/8 inch opening and in a safe manner.

Residential Burn Permits: Permits shall be issued annually, ~~July 1st through June 30th~~ ~~March 1st through May 31, and for one month in the fall~~ and may be suspended, restricted, or prohibited as determined by the Fire Chief and a fee in accordance with the Master Fee schedule of the Town of Paradise shall be charged. Permits shall only be valid for the address, and name of the individual cited on the permit. Permits shall not be transferable to other addresses or individuals. Permits may be issued to persons to perform maintenance on residential property, providing the owner of the residential property has given their written consent and that is produced and verified as to the owner of record. The owner shall be responsible for the cost of a Fire Department response caused by the maintenance person as a result of an escape burn in violation of the rules of the burn permit on behalf of the maintenance person. Residential burn permits shall be issued for parcels containing one- and two-family residences, for which an address has been issued by the Town of Paradise, and only for the purpose of maintenance of vegetation growth on the parcel. Garbage, rubbish, demolition, construction debris, lumber, painted or treated lumber, plywood, particle board, petroleum waste, tires, plastics, cloth or other similar smoke producing materials are strictly prohibited from being burned. All requirements provided for on the burn permit must be followed at all times. ~~Residents shall burn only on those days specified in the permit for either the East or West Side of the Town.~~ Burn bans shall be strictly adhered to. Failure to follow the burn ban restrictions may result in the requirements of Section 109.3 as amended to apply and any emergency response cost recovery.

Land Clearing Permits: Land clearing permits are issued ~~for a specific timeframe on an annual basis to coincide with the time when open, outdoor burning is permitted, March 1st through May 31, and for one month in the fall~~ and ~~or~~ and may be suspended, restricted, or prohibited as determined by the Fire Chief. Land clearing permits expire when seasonal burn bans go into effect

in the late spring of each year and shall be null and void. Persons burning on the property for which a permit is issued shall be responsible for following all of the requirements of that permit until the permit has expired or is revoked. The Fire Department may revoke the permit at any time due to unsafe conditions, practices, or violations of the permit. Burning of wood waste from trees, vines, or bushes on property being developed for commercial or residential purposes, may be disposed of by open outdoor fires on the property where it was grown, pursuant to the provisions of section 41802-41805 of the California Health and Safety Code and in compliance with the conditions of Butte County Air Quality Management District Rule 300, and authorized by the Town of Paradise Fire Department. Permits are required by both agencies prior to burning. All burning times must be strictly adhered to otherwise it may require another method of disposal. The land clearing burn site must be determined and inspected prior to releasing the permit by the Paradise Fire Department. This site must be the only site authorized to burn once the permit is issued. Any changes in site location will require additional inspections and fees. The owner shall be responsible for the cost of a Fire Department response caused by the maintenance person as a result of an escape burn in violation of the rules of the burn permit on behalf of the maintenance person. Garbage, rubbish, demolition, construction debris, lumber, painted or treated lumber, plywood, particle board, petroleum waste, tires, plastics, cloth or other similar smoke producing materials are strictly prohibited from being burned.

Fuel Reduction Permits: Fuel reduction permits are issued for parcels 2/3 acre or larger on an annual basis ~~July 1st through June 30th to coincide with the non-fire season when open, outdoor burning is permitted, March 1st through May 31, and for one month in the fall and or~~ ~~may be~~ suspended, restricted, or prohibited as determined by the Fire Chief. Fuel reduction permits expire when the seasonal burn ban goes into effect in the late spring of each year. Persons burning on the property for which the permit is issued shall be responsible for following all of the requirements of that permit as indicated until the permit expires or is revoked. The Fire Department may revoke the permit at any time due to unsafe burning conditions, practices, or violations of the permit. Burning of wood waste from trees, vines, or bushes on existing improved property, may be disposed of by open outdoor fires on the property where it was grown, pursuant to the provisions of section 41802-41805 of the California Health and Safety Code and in compliance with the conditions of Butte County Air Quality Management District Rule 300, and authorized by the Town of Paradise Fire Department. All burning times must be strictly adhered to otherwise it may require another method of disposal. The fuel reduction burn site must be determined and inspected prior to releasing the permit by the Paradise Fire Department. This site must be the only site authorized to burn once the permit is issued. Any changes in site location will require additional inspections and fees. The owner shall be responsible for the cost of a Fire Department response caused by the maintenance person as a result of an escape burn in violation of the rules of the burn permit on behalf of the maintenance person. Garbage, rubbish, demolition, construction debris, lumber, painted or treated lumber, plywood, particle

board, petroleum waste, tires, plastics, cloth or other similar smoke producing materials are strictly prohibited from being burned.

Campfires/Bon Fires/Recreational Fires and Special Event Fires: Permits are required for these activities and a permit fee will be charged in accordance with the Master Fee schedule adopted by the Town Council. A minimum of 48 hours notice is required for the inspection. Such activities shall be in strict conformance with the requirements provided for on the permit and the requirements within Section 307 of the California Fire Code. ~~Permits are only issued March 1st through May 31st of each year.~~ Permits are issued on an annual basis to coincide with the time when open, outdoor burning is permitted ~~Permits will not be issued after May 31st,~~ unless they are approved by the Fire Chief.

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 __ day of March 2021 by the following vote:

AYES:

NOES: None

ABSENT: None

NOT VOTING: None

Steve Crowder, Mayor

ATTEST:

DINA VOLENSKI, CMC, Town Clerk

APPROVED AS TO FORM:

TOWN OF PARADISE
ORDINANCE NO. ____

MARK A. HABIB, Town Attorney



Cooperative Fire Protection since 2012



PARADISE FIRE DEPARTMENT

FIRE CHIEF—GARRETT SJOLUND

767 Birch Street, Paradise, CA 95969 • (530) 872-6264

The following are proposed changes to Town of Paradise Burning Permits based on council’s direction on Ordinance Amending Chapter 3, Section 307.1 of the Paradise Municipal Code Relating to, General Open Burning.

Residential Burn Permit	
Currently	Proposed
Burn Hours 9 a.m. to 2 p.m. Fire/embers must be completely extinguished by 2:00 p.m.	Burn Hours 8:45 to dusk. Your pile must be completely extinguished before left unattended.
Burn season Jan-May and one Month in Fall	As determined by Fire Chief (typically Nov-May) and may be suspended, restricted or prohibited at any time.
A water hose required and able to apply water to all parts of fire	A water hose or other approved fire extinguishing equipment that can readily put out the fire is available and present.
The Town has temporarily lifted the East/West restriction. Depending on air quality, this restriction may be re-imposed.	Remove.
Land Clearing Burn Permit	
Currently	Proposed
Manage your burn as to allow all materials on the pile to be consumed and completely extinguished at dusk – no glowing embers or smoke. Your pile(s) must be extinguished each day, with all burning materials completely extinguished before any pile is left unattended.	Manage your burn as to allow all materials on the burn pile to be consumed and the fire has burned down by dusk. Your pile(s) must be completely extinguished before any pile is left unattended.
Fuel Reduction Burn Permit	
Currently	Proposed
Not on permit	Burning allowed on an annual basis, July 1 st through June 30 th and may be suspended, restricted or prohibited as determined by the Fire Chief
Burning allowed from 9 a.m. to dusk. Fire embers must be completely extinguished by dusk each day.	Burn hours 8:45 a.m. to dusk. Your pile(s) must be completely extinguished before any pile is left unattended.
Special Event Burn Permit	
Currently	Proposed
Permits are issued March 1 st through May 31 st . Permits will not be issued after May 31 st , unless they are approved by the Fire Chief.	Permits are issued on an annual basis to coincide with the time when open, outdoor burning is permitted, unless they are approved by the Fire Chief.

MEMBERS OF THE COUNCIL

●Greg Bolin ● Steve “Woody” Culleton ● Jody Jones ● Rose Tryon ● Steve Crowder, Mayor



**Town of Paradise
Council Agenda Summary
Date: February 9, 2021**

Agenda Item:6(g)

Originated by: Kevin Phillips, Town Manager
Approved by: Kevin Phillips, Town Manager
Subject: 2020/21 Operating and Capital Budget Status Update and Mid-Year Financial Review

Council Action Requested:

1. Review and approve the 2020/21 mid-year budget report and budget adjustments; and
2. Approve recommended personnel changes; and

Alternatives:

Decline to approve any or a specific item recommended and provide alternative direction to Staff.

Background:

The 2020/21 Budget was adopted on July 14, 2020. Now, over two years after the Camp Fire, the Town has made tremendous progress. The Town's personnel, finances, and budget are still very dynamic. This mid-year budget looks to update the current year budget to reflect the Town's operational needs in this dynamic environment.

Discussion:

Personnel Update

Following is the status of the recruitment for authorized vacant positions:

Co-Community Development Director	Process of Recruitment
Senior Code Enforcement Supervisor	Process of Recruitment
Office Assistant (Planning)	Process of Recruitment

2020/21 Operating and Capital Budget Update

Fund 1010 – General Fund

Measure C

*"a temporary sales tax increase of 0.50% that automatically expires in six years, and that establishes a citizen oversight committee to ensure that funds are used to **preserve public services** such as police protection, fire suppression, street maintenance, animal control and other services for the Town of Paradise"*

Measure C, the 0.50% transaction and use tax approved by the voters in November 2014, took effect April 1, 2015. The Town is now in its final year of this Measure. In November 2018, voters approved a 10-year extension of the measure. The Camp Fire has required revision of the Measure C financial plan.

The current budget leaves approximately \$885,000 in reserves. This reserve was set aside to provide some cash flow support in case the PG&E settlement was delayed. As of July 2020, the PG&E settlement funds were received by the Town. This opens up the Measure C reserve monies that now can be used as matching funds for significant recovery grants, matching funds for capital improvement projects, or continuing the replacement of critical public safety vehicles and equipment. The proposed budget adjustment provided matching grant funds for public works equipment replacement, a new animal control truck, and an evidence refrigerator. It also includes purchasing three police vehicles to get the police department caught up on their vehicle replacement program. The proposed budget also eliminates the cost-share for the Almond Street project. Based on the bid proposals and other funds' availability, the Measure C funds were no longer needed to support this project.

2020/21 Operating and Capital Budget Status Update (Mid-Year Financial Review)
 February 9, 2021

	<u>2020/21 Adopted Budget</u>	<u>2020/21 Proposed Budget</u>	<u>2020/21 Budget Adjustments</u>
Beginning Fund Balance	1,157,470	1,157,470	-
Revenue	543,750	543,750	-
Police Department			
Police Cadets (2)	72,931	72,931	0
12 Police Cars	37,851	37,851	0
3 New Sergeant Vehicles	0	200,000	200,000
Evidence Refrigeration & Building Upgrade	0	17,700	17,700
K-9 Program	11,700	11,700	0
	<u>122,482</u>	<u>340,182</u>	<u>217,700</u>
Animal Control			
Animal Control Truck	0	40,000	40,000
Support to Maintain Services	258,989	258,989	0
	<u>258,989</u>	<u>298,989</u>	<u>40,000</u>
Fire Department			
CAL FIRE Contract	250,000	250,000	0
Fire Engines 81 & 82	126,907	126,907	0
	<u>376,907</u>	<u>376,907</u>	<u>0</u>
Public Works			
Almond Street Multi-Modal	125,000	0	-125,000
2020 Skid Steer	0	35,844	35,844
2021 F350 Utility Box + Snowplow	0	29,507	29,507
2021 F350 Utility Box + Ladder Rack	0	20,904	20,904
2021 F350 Dump Box + Snowplow	0	33,102	33,102
2021 F350 Dump Box + Snowplow	0	19,773	19,773
2020 Vacuum Excavator	0	26,895	26,895
	<u>125,000</u>	<u>166,025</u>	<u>41,025</u>
Total	883,378	1,182,103	298,725
Ending Fund Balance	<u>817,842</u>	<u>519,117</u>	

Staff met with the Measure C Citizen Oversight Committee on January 26, 2021 where approval was received for the budgeted adjustments.

General Fund Expenditures

Description	2020		2021 Town		2021	
	2019 Actual Amount	Estimated Amount	2021 Actual	Council Adopted	Recommended Adjustments	Adjusted Budget
Non Department Activity	1,049,908	1,416,448	10,829	1,092,593	284,172	1,376,765
Town Council	27,654	32,278	15,064	37,478	-	37,478
Town Clerk	222,885	264,145	118,318	290,968	-	290,968
Town Manager	213,499	341,149	276,824	469,207	184,790	653,997
Central Services	393,747	454,510	394,346	553,248	71,062	624,310
Information Technology	200,453	-	310,938	-	-	-
HR & Risk Management	118,475	173,240	82,480	188,357	-	188,357
Legal Services	198,551	221,996	272,404	382,953	-	382,953
Finance	232,935	393,337	167,920	249,863	35,669	285,532
Finance - Rental	19,558	660	308	660	-	660
Police - Administration	765,668	1,025,592	476,087	932,550	7,998	940,548
Police - Operations	2,823,560	2,828,258	1,917,321	3,683,797	9,200	3,692,997
Public Safety Communications	715,754	676,643	254,657	645,814	-	645,814
Fleet Management	216,575	190,155	128,506	230,054	-	230,054
Emergency Operations Center	15,206	10,441	7,741	11,064	-	11,064
Fire - Administration	156,353	193,856	109,531	200,210	-	200,210
Fire - Suppression	3,344,409	4,489,411	964,615	4,518,774	(744,242)	3,774,532
Fire - Volunteer Program	4,757	2,255	400	2,232	-	2,232
Planning	154,355	176,981	92,956	184,963	3,100	188,063
Waste Management	38,019	8,127	4,492	8,905	-	8,905
Engineering	50,953	211,644	249,804	401,264	13,100	414,364
Community Park	9,687	7,153	26,265	66,656	-	66,656
Facilities	6,048	19,702	28,530	55,279	-	55,279
Sub Total	10,979,007	13,137,981	5,910,337	14,206,889	(135,151)	14,071,738
Measure "C" Expenses	991,650	859,273	181,535	883,379	298,725	1,182,104
Grand Total	11,970,656	13,997,254	6,091,871	15,090,268	163,574	15,253,842

Non Department:

The current changes include:

- \$220,000 – purchased a piece of land at 1181 Pearson for the future location of Station 82.
- \$13,393 – non-Federal cost share for the Reseeding advance planning grant
- \$50,779 – non-Federal cost share for the Residential Ignition Resistant Program (RIRP) advance planning grant

Town Manager

The current changes include:

- \$79,990 – fiscal sustainability model by Management Partners
- \$55,000 –Public Relations and marketing contract services from Blue Flamingo

- \$1,000 – furniture for Town Manager’s office
- \$44,000 – investment services from Meeder Investment Management (budget adjustment previously approved at the Town Council meeting on November 10, 2020)
- \$4,800 – Monitoring and Analysis of Measure C and Measure V sales and use tax revenues by HdL (budget adjustment previously approved at the Town Council meeting on November 10, 2020)

Central Services

The current changes include:

- \$45,736 – Town Council chambers multimedia audio video upgrades that have already been completed
- \$19,826 – Glass conference room and glass doors in Town Hall that have already been installed
- \$3,700 – IT infrastructure for the glass conference room
- \$1,800 – furniture for the glass conference room

Finance

The current changes include:

- \$35,669 – Accrual bank payout for Administrative Services Director position

Police Administration:

The current changes include:

- \$7,998 – mini split HVAC system that was already installed in the Police Department server room (budget adjustment previously approved at the Town Council meeting on November 10, 2020)

Police Operations:

The current changes include:

- \$5,700 for LEFTA Systems training, evaluation and IA tracking
- \$1,600 for drug testing kits due to an increased confiscation of narcotics
- \$870 for Peacekeeper batons and holsters
- \$870 for Patrol equipment, such as pepper spray, ear pieces, baton rings, keepers, handcuffs
- \$160 for Patrol traffic safety vests

Fire – Suppression:

The current changes include:

- (\$750,000) – Represents the estimated savings on the contract with CAL FIRE due to the benefit allocation changes for municipal contracts made by the State
- \$5,758 – Laptops to allow Fire Personnel access to the CalOES network (budget adjustment previously approved at the Town Council meeting on November 10, 2020)

Planning:

The current changes include:

- \$3,100 – Plexi-glass barriers for CDD as a COVID-19 safety measure

Engineering:

The current changes include:

- \$5,100 – Town Hall Finance department HVAC replacement
- \$5,000 – ATP Grant Application Support – budgeted \$19,000, final cost \$24,000
- \$3,000 – Tech Infrastructure (Encroachment Permit Revenue) – Construction Inspector Tablet & Monitors

Fund 2030 – Building Safety and Wastewater Services

TOWN OF PARADISE Fiscal Year 2020/21 Budget							
Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	2021 Recommended Adjustments	2021 Adjusted Budget
Fund: 2030 - Building Safety & Waste Wtr Svcs							
Department: 40 - Community Development							
Program: 4730 - Building and Onsite Inspections							
Expenditures							
	5100 Personnel Services	587,442	701,649	393,270	958,478	165,565	1,124,043
	5200 Supplies and Services	225,055	2,842,928	1,556,003	2,927,808	153,221	2,976,029
	5300 Capital Outlay	-	45,316	1,981	8,550	-	8,550
	5500 Debt Service	14,161	12,502	6,787	12,502	-	12,502
Total Expenditures		826,657	3,602,395	1,958,042	3,907,338	318,786	4,121,124
Revenues							
	Service Fees	1,530,122	5,254,100	2,356,571	5,256,263	-	5,256,263
	Fines and Forfeitures	21,350	1,800	-	10,000	-	10,000
	Other	12,659	45,120	0	50,000	-	50,000
Total Revenues		1,564,131	5,301,020	2,356,572	5,316,263	-	5,316,263
Net Income		737,473	1,698,625	398,530	1,408,925	(318,786)	1,195,139
Transfers In		-	-	-	-	-	-
Transfers (Out)		(212,302)	(170,575)	-	(203,364)	-	(203,364)
Ending Fund Balance		1,131,791	2,659,841	3,792,675	5,070,963	3,546,616	4,752,177

Expenses:

The current changes include:

Personnel Service adjustment of \$165,565 which includes:

- \$135,565 – 5 months of a Co-Director
- \$30,000 – provide funding for retired annuitants/hourly workers as building/fire plan checkers and/or inspectors.

Supplies and Services adjustment of \$153,221 includes:

- \$7,000 additional for Selectron implementation. \$30,000 was in last year's budget with this year only showing \$23,000 for maintenance. However, our implementation was delayed so we need to still budget the full \$30,000 (we didn't spend last year) for this year.
- \$350 for another BlueBeam Revu license (plan checking software) for the Co-Director to plan check building and fire plans.
- \$15,371 for the additional Accela renewal costs for licenses purchased last fiscal year.

- \$2,400 for a LocatePlus license for Code Enforcement. Allows staff to search for updated addresses on returned mail.
- \$105,000 for the purchase of 3 trucks for building inspectors and Co-Director
- \$8,100 mini split HVAC that was already installed at the BRC in a staffed room with no heating/air
- \$15,000 to convert the server room into an office which includes installing windows in two exterior wall holes (from the ATMs) currently covered by plywood, sheet rocking the room, and moving the server upstairs.

Fund 2090 – Camp Fire 2018

TOWN OF PARADISE Fiscal Year 2020/21 Budget							
Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 2090 - Camp Fire Recovery							
Department: 65 - Disaster Management							
Program: 4205 - Emergency Response and Disaster Management							
Expenditures							
	FEMA/CalOES Public Assistance	1,860,161	1,598,727	751,358	2,049,300	911,157	2,960,457
	Insurance	1,318,512	1,056,277	175,261	474,500	66,305	540,805
	Grants (Foundation & Hazard Mitigation)	549,623	116,442	40,229	6,725	39,000	45,725
	Disaster Management	-	98,541	141,546	297,101	-	297,101
Total Expenditures		3,728,296	2,869,987	1,108,393	2,827,626	1,016,462	3,844,088
Revenues							
	Service Fees	-	-	-	-	-	-
	Fines and Forfeitures	-	-	-	-	-	-
	Other	2,989,176	2,298,084	73,776	2,127,550	977,462	3,105,012
Total Revenues		2,989,176	2,298,084	73,776	2,127,550	977,462	3,105,012
Net Income		(739,120)	(571,903)	(1,034,617)	(700,076)	(39,000)	(739,076)
Transfers In		590,301	251,903	-	700,076	39,000	739,076
Transfers (Out)		-	-	-	-	-	-
Ending Fund Balance		(148,819)	(468,819)	(1,503,436)	(468,819)	(468,819)	(468,819)

FEMA/CalOES Public Assistance adjustment of \$911,157:

- \$835,000 for the full Tetra Tech contract. The current budget amendment is to capture the original contract amount of \$500,000. The budget adjustment for the contract amendment of \$335,000 was previously approved at the Town Council meeting on November 10, 2020.
- \$76,157 in estimated expense for the two Tree Advocates who are assisting with the Tree Removal efforts

Insurance adjustment of \$66,305:

- \$56,255 for modular offices and storage containers
- \$10,050 for replacement electrical equipment in individual traffic signals damaged by the fire

Grants (Foundation & Hazard Mitigation) adjustment of \$39,000:

- Additional Public Relations and Marketing contract services through Blue Flamingo. This work is paid for by a grant from the North Valley Community Foundation, Butte Strong Fund.

Fund 2095 – COVID-19

The Town of Paradise received \$57,180 in revenue from the Coronavirus Relief Funds (CRF) provided in the federal CARES Act. Staff will be adjusting the COVID-19 related expenses to match this revenue.

Fund 2120 – State Gas Tax (Street Maintenance)

TOWN OF PARADISE Fiscal Year 2020/21 Budget							
Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	2021 Recommended Adjustments	2021 Adjusted Budget
Fund: 2120 - State Gas Tax							
Department: 45 - Public Works							
Program: 4750 - Public Works - Streets Maint.							
Expenditures							
	5100 Personnel Services	732,415	923,710	431,890	823,984	-	823,984
	5200 Supplies and Services	196,685	234,438	90,819	213,322	15,000	228,322
	5300 Capital Outlay	10,061	11,395	12,819	-	12,819	12,819
	5500 Debt Service	19,142	15,019	7,629	14,185	-	14,185
Total Expenditures		958,303	1,184,562	543,157	1,051,491	27,819	1,079,310
Revenues							
	Service Fees	38	-	-	20	-	20
	Fines and Forfeitures	-	-	-	-	-	-
	Other	1,398,218	1,456,219	426,736	1,376,700	-	1,376,700
Total Revenues		1,398,256	1,456,219	426,736	1,376,720	-	1,376,720
Net Income		439,953	271,657	(116,421)	325,229	(27,819)	297,410
Transfers In		48,964	-	-	139,746	-	139,746
Transfers (Out)		(209,527)	(174,132)	-	(188,271)	-	(188,271)
Ending Fund Balance		397,387	494,912	378,491	771,616	743,797	1,020,501

Expenses:

Supplies and Services adjustment of \$15,000:

- Additional Spray Program materials

Capital Outlay adjustment of \$12,819:

- Purchase of a Residential Terrain Vehicle (RTV) for Spray Program

Fund 7808 – Canine Protection Unit Donation Fund

The Town of Paradise Police Department purchased a new German Shepherd Canine to replace the recently retired dog. The cost of the dog was \$12,870 and the cost of the canine and handler training was \$5,000. These costs are covered by a grant from the North Valley Community Foundation, Camp Fire Grant program.

Conclusion:

In the fifteen months since the Camp Fire, the Town has made tremendous progress in understanding its new financial position and creating a plan for financial recovery. There is still some unknowns and Staff continues to learn more every day. Staff remains positive, persistent, and patient as we navigate through these uncharted waters. We are committed to keeping Town Council and the community informed of each new opportunity to further recovery.

TOWN OF PARADISE
General Fund Expenditure Summary by Division
Fiscal Year 2020/21 Budget

Description	2020		2021 Town			
	2019 Actual Amount	Estimated Amount	2021 Actual	Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Non Department Activity	1,049,908	1,416,448	10,829	1,092,593	284,172	1,376,765
Town Council	27,654	32,278	15,064	37,478	-	37,478
Town Clerk	222,885	264,145	118,318	290,968	-	290,968
Town Manager	213,499	341,149	276,824	469,207	184,790	653,997
Central Services	393,747	454,510	394,346	553,248	71,062	624,310
Information Technology	200,453	-	310,938	-	-	-
HR & Risk Management	118,475	173,240	82,480	188,357	-	188,357
Legal Services	198,551	221,996	272,404	382,953	-	382,953
Finance	232,935	393,337	167,920	249,863	35,669	285,532
Finance - Rental	19,558	660	308	660	-	660
Police - Administration	765,668	1,025,592	476,087	932,550	7,998	940,548
Police - Operations	2,823,560	2,828,258	1,917,321	3,683,797	9,200	3,692,997
Public Safety Communications	715,754	676,643	254,657	645,814	-	645,814
Fleet Management	216,575	190,155	128,506	230,054	-	230,054
Emergency Operations Center	15,206	10,441	7,741	11,064	-	11,064
Fire - Administration	156,353	193,856	109,531	200,210	-	200,210
Fire - Suppression	3,344,409	4,489,411	964,615	4,518,774	(744,242)	3,774,532
Fire - Volunteer Program	4,757	2,255	400	2,232	-	2,232
Planning	154,355	176,981	92,956	184,963	3,100	188,063
Waste Management	38,019	8,127	4,492	8,905	-	8,905
Engineering	50,953	211,644	249,804	401,264	13,100	414,364
Community Park	9,687	7,153	26,265	66,656	-	66,656
Facilities	6,048	19,702	28,530	55,279	-	55,279
Sub Total	10,979,007	13,137,981	5,910,337	14,206,889	(135,151)	14,071,738
Measure "C" Expenses	991,650	859,273	181,535	883,379	298,725	1,182,104
Grand Total	11,970,656	13,997,254	6,091,871	15,090,268	163,574	15,253,842

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 1010 - General Fund							
REVENUES							
Department: 25 - Finance							
Program: 4420 - Measure C TUT							
3130.326	General Sales and Use Tax Transactions and Use Tax (TUT)	1,382,632	725,000		543,750		543,750
	REVENUES Total	1,382,632	725,000		543,750	-	543,750
EXPENSES							
Department: 25 - Finance							
Program: 4420 - Measure C TUT							
Cost Center Activity: 301 - Police Operations							
5101	Salaries - Permanent	65,389	-		-		-
5102	Salaries - Temporary	9,928	49,804	12,136	46,800		46,800
5103.102	Differential Pay Out of Class	18	-	-	-		-
5104	Wages - PS Holiday Pay	3,952	-	-	-		-
5105	Salaries - Overtime/FLSA	13,613	11,577	2,668	8,000		8,000
5106.101	Incentives & Admin Leave School Incentive	2,845	-	-	-		-
5106.103	Incentives & Admin Leave Team Pay	3,272	-	-	-		-
5109.100	Allowances Uniform Allowance	853	-	-	-		-
5111	Medicare	1,325	890	215	795		795
5112.101	Retirement Contribution PERS	13,456	3,759	918	2,902		2,902
5113	Worker's Compensation	18,480	4,503	2,973	3,998		3,998
5114.101	Health Insurance Medical	14,419	-	-	-		-
5114.102	Health Insurance Dental	1,852	-	-	-		-
5114.103	Health Insurance Vision	165	-	-	-		-
5116.101	Life and Disability Insurance Life & Disab.	235	-	95	-		-
5116.102	Life and Disability Insurance Long Term/Short Term Disability	720	-	-	-		-
5202.100	Operating Supplies General	2,236	4,523	2,135	4,500	17,700	22,200
5213.100	Professional/Contract Services General	4,797	6,500	185	6,500		6,500
5220.100	Employee Development General	19,864	16,550	5,139	11,136		11,136
5305	Vehicles	132,997	22,851	-	-	240,000	240,000
5501	Debt Service Payment - Principal	82,919	81,430	18,926	37,851		37,851
	Cost Center Activity Total: 301 - Police Operations	393,334	202,387	45,389	122,482	257,700	380,182
Cost Center Activity: 303 - Animal Control							

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual	2020 Estimated	2021 Actuals	2021 Town	Recommended	2021 Adjusted
		Amount	Amount		Council		
5213.100	Professional/Contract Services General	1,014	-		-	-	-
5214.100	Repair and Maint Service General	10,535	-		-	-	-
5303	Improvements	6,200	-	-	912		912
5910.070	Transfers Out To Animal Control Fund	161,641	239,703	-	258,077		258,077
Cost Center Activity Total: 303 - Animal Control		179,390	239,703	-	258,989	-	258,989
Cost Center Activity: 325 - Fire Administration							
5303	Improvements	8,250	-		-	-	-
Cost Center Activity Total: 325 - Fire Administration		8,250	-		-	-	-
Cost Center Activity: 326 - Fire Suppression							
5213.100	Professional/Contract Services General	222,171	250,000	52,555	250,000		250,000
5501	Debt Service Payment - Principal	167,183	167,183	83,591	126,908		126,908
Cost Center Activity Total: 326 - Fire Suppression		389,354	417,183	136,146	376,908	-	376,908
Cost Center Activity: 345 - Public Works Fleet							
5303	Improvements	21,321	-		-	-	-
Cost Center Activity Total: 345 - Public Works Fleet		21,321	-		-	-	-
Cost Center Activity: 350 - Public Works Streets							
5305	Vehicles	-	-			166,025	166,025
5910.100	Transfers Out To Capital Projects	-	-	-	125,000	(125,000)	-
Cost Center Activity Total: 350 - Public Works Streets		-	-	-	125,000	41,025	166,025
EXPENSES Total		991,650	859,273	181,535	883,379	298,725	1,182,104
Measure C Net Change		390,983	(134,273)	(181,535)	(339,629)	(298,725)	(638,354)
ENDING FUND BALANCE		1,291,743	1,157,470	680,388	817,841	563,198	519,116

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actual	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 1010 - General Fund							
EXPENSES							
Department: 00 - Non Department Activity							
Program: 0000 - Non Program Activity							
5225	Bank Fees and Charges	11,737	2,000	829	5,000		5,000
5280.100	Bad Debt Write Off Expense	-	970		-		-
5301	Land	-	-	10,000	-	220,000	220,000 A
5302	Buildings	-	350,012	-	-		-
5501	Debt Service Payment - Principal	523,423	507,371	-	494,652		494,652
5502	Debt Service Payment - Interest	496,577	542,629	-	590,349		590,349
5510.201	Bond Payments - Issuance Costs Tax Anticipation Notes	10,000	-	-	-		-
5910.160	Transfers Out To BHS Development Svcs Fund	198	-	-	-		-
5910.136	Transfers Out To Fire FEMA Grant Fund	-	-	-	-	64,172	64,172 B, C
5910.923	Transfers Out To TOP Housing Loan Fund	7,973	7,834	-	2,592		2,592
EXPENSE GRAND Totals:		1,049,908	1,410,816	10,829	1,092,593	284,172	1,376,765

Recommended Adjustments Notes:

- A Land Purchase - 1181 Pearson Road
- B \$13,393 Reseeding Advance Planning Grant Award - 25% match of HMGP grant
- C \$50,779 Residential Ignition Resistant Program (RIRP) - 25% match of HMGP grant

**TOWN OF PARADISE
Fiscal Year 2020/21 Budget**

Account Number	Description	2019 Actual	2020 Estimated	2021 Actuals	2021 Town	Recommended	2021 Adjusted
		Amount	Amount		Council		
Fund: 1010 - General Fund							
EXPENSES							
Department: 20 - Administrative Services							
Program: 4200 - Town Manager							
5101	Salaries - Permanent	123,650	202,815	134,739	247,671		247,671
5105	Salaries - Overtime/FLSA	845	-	30	-		-
5106.100	Incentives & Admin Leave Administrative Leave	6,025	11,670	1,879	10,823		10,823
5107	Car Allowance/Mileage	1,584	1,992	1,171	2,040		2,040
5111	Medicare	306	550	1,496	3,408		3,408
5112.101	Retirement Contribution PERS	34,713	60,670	28,559	54,596		54,596
5113	Worker's Compensation	1,595	1,774	1,619	2,178		2,178
5114.101	Health Insurance Medical	5,257	8,000	11,892	26,212		26,212
5114.102	Health Insurance Dental	1,118	-	1,725	-		-
5114.103	Health Insurance Vision	40	-	79	-		-
5116.101	Life and Disability Insurance Life & Disab.	344	2,200	1,595	2,343		2,343
5116.102	Life and Disability Insurance Long Term/Short Term Disability	1,217	-	1,426	-		-
5119.100	Retiree Costs Medical Insurance	35,570	34,732	17,208	45,695		45,695
5122	Accrual Bank Payoff	-	-	47,952	47,506		47,506
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(2,566)	-		-		-
5202.100	Operating Supplies General	-	200	133	50		50
5204	Subscriptions and Code Books	-	19		-		-
5210.100	Postage General	-	-	27	10		10
5213.100	Professional/Contract Services General	3,532	15,850	22,624	20,500	183,790	204,290 B, C, D, E
5216.100	Communications General Services	265	613	354	600		600
5218.100	Advertising General	4	-		-		-
5219.100	Printing General	-	64	107	75		75
5220.100	Employee Development General	-	-	50	3,000		3,000
5304	Furniture & Equipment	-	-	2,159	2,500	1,000	3,500 A
EXPENSE GRAND Totals:		213,499	341,149	276,824	469,207	184,790	653,997

A \$1,000 Town Manager's office furniture

B \$79,990 fiscal sustainability model by Management Partners

C \$55,000 Public Relations and marketing contract services from Blue Flamingo

D \$44,000 – investment services from Meeder Investment Management (budget adjustment previously approved at the Town Council meeting on November 10, 2020)

E \$4,800 – Monitoring and Analysis of Measure C and Measure V sales and use tax revenues by HdL (budget adjustment previously approved at the Town Council meeting on November 10, 2020)

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual	2021 Actuals	2021 Town	Recommended	2021 Adjusted
		Amount		Council		
Fund: 1010 - General Fund						
EXPENSES						
Department: 20 - Administrative Services						
Program: 4201 - Central Services						
5101	Salaries - Permanent	40,620	36,979	117,283		117,283
5105	Salaries - Overtime/FLSA	654	-	-		-
5106.100	Incentives & Admin Leave Administrative Leave	-	-	-		-
5111	Medicare	543	713	1,822		1,822
5112.101	Retirement Contribution PERS	2,930	10,851	25,598		25,598
5113	Worker's Compensation	521	767	1,031		1,031
5114.101	Health Insurance Medical	10,410	4,120	22,850		22,850
5114.102	Health Insurance Dental	1,196	8	-		-
5114.103	Health Insurance Vision	127	(3)	-		-
5116.101	Life and Disability Insurance Life & Disab.	167	484	1,698		1,698
5116.102	Life and Disability Insurance Long Term/Short Term Disability	398	338	-		-
5122	Accrual Bank Payoff	-	9,044	8,379		8,379
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(1,074)	-	-		-
5202.100	Operating Supplies General	2,895	1,399	3,545		3,545
5203.100	Repairs and Maint Supplies General	1,225	1,127	1,500		1,500
5209.101	Auto Fuel Expense Town Vehicles	2,383	722	2,400		2,400
5210.100	Postage General	105	-	50		50
5211.135	Utilities Water and Sewer	526	291	897		897
5211.137	Utilities Electric and Gas	20,171	12,922	26,000		26,000
5212.100	Insurance General	210,268	224,952	221,715		221,715
5213.100	Professional/Contract Services General	44,964	21,654	62,125		62,125
5214.100	Repair and Maint Service General	12,772	6,365	15,239		15,239
5215.100	Rents and Leases Miscellaneous	1,618	936	1,671		1,671
5218.100	Advertising General	-	119	100		100
5219.100	Printing General	820	-	1,000		1,000
5220.100	Employee Development General	-	-	1,000		1,000
5260	Miscellaneous	35,310	40,734	33,095		33,095
5303	Improvements	-	19,825	-	69,262	69,262 A, B, C

**TOWN OF PARADISE
Fiscal Year 2020/21 Budget**

Account Number	Description	2019 Actual Amount	2021 Actuals	2021 Town		2021 Adjusted Budget
				Council Adopted	Recommended Adjustments	
5304	Furniture & Equipment	-	-	-	1,800	1,800 D
5500	Bond Payments - Fiscal Agent	4,199	-	4,250		4,250
Program Total: 4201 - Central Services		393,747	394,346	553,248	71,062	624,310

Recommended Adjustments Notes:

- A \$45,736 for Town Council Chambers Multimedia Audio Video Upgrades
- B \$19,826 for glass conference room and glass doors in Town Hall
- C \$3,700 for IT Infrastructure for glass conference room
- D \$1,800 for furniture for glass conference room

**TOWN OF PARADISE
Fiscal Year 2020/21 Budget**

Account Number	Description	2019 Actual Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
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**TOWN OF PARADISE
Fiscal Year 2020/21 Budget**

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 1010 - General Fund							
EXPENSES							
Department: 25 - Finance							
Program: 4400 - Finance							
5101	Salaries - Permanent	151,185	200,532	66,915	153,092		153,092
5105	Salaries - Overtime/FLSA	5,729	-	-	-		-
5106.100	Incentives & Admin Leave Administrative Leave	5,303	17,713	7,866	8,227		8,227
5106.200	Incentives & Admin Leave Gym Reimbursement	-	70	-	-		-
5107	Car Allowance/Mileage	2,063	2,300	887	1,992		1,992
5111	Medicare	2,299	3,606	1,599	2,368		2,368
5112.101	Retirement Contribution PERS	33,334	59,015	16,162	33,972		33,972
5113	Worker's Compensation	1,899	2,405	1,001	1,346		1,346
5114.101	Health Insurance Medical	12,711	18,715	6,552	17,044		17,044
5114.102	Health Insurance Dental	2,193	-	529	-		-
5114.103	Health Insurance Vision	203	-	57	-		-
5116.101	Life and Disability Insurance Life & Disab.	531	1,811	987	1,594		1,594
5116.102	Life and Disability Insurance Long Term/Short Term Disability	1,088	-	458	-		-
5119.100	Retiree Costs Medical Insurance	23,257	23,664	15,602	23,767		23,767
5122	Accrual Bank Payoff	-	35,075	35,669	-	35,669	A
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(13,369)	-	-	-		-
5201.100	Office Supplies General	40	25	823	50		50
5202.100	Operating Supplies General	75	100	-	230		230
5210.100	Postage General	1,084	1,200	808	1,200		1,200
5213.100	Professional/Contract Services General	1,153	21,099	10,692	1,289		1,289
5218.100	Advertising General	112	-	-	-		-
5219.100	Printing General	1,161	932	27	1,232		1,232
5220.100	Employee Development General	252	110	-	260		260
5304	Furniture & Equipment	579	4,965	1,287	2,200		2,200
5501	Debt Service Payment - Principal	53	-	-	-	-	-
EXPENSE GRAND Totals:		232,935	393,337	167,920	249,863	35,669	285,532

Recommended Adjustments Notes:

A Accrual bank payout for Administrative Services Director position

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 1010 - General Fund							
EXPENSES							
Department: 30 - Police							
Program: 4510 - Police Administration							
5101	Salaries - Permanent	254,083	304,403	170,051	341,332		341,332
5103.102	Differential Pay Out of Class	1,217	-	368	-		-
5104	Wages - PS Holiday Pay	11,009	13,868	7,651	15,212		15,212
5105	Salaries - Overtime/FLSA	21,982	38	-	500		500
5106.100	Incentives & Admin Leave Administrative Leave	19,277	31,799	8,827	17,553		17,553
5106.101	Incentives & Admin Leave School Incentive	12,995	16,899	9,057	17,688		17,688
5106.200	Incentives & Admin Leave Gym Reimbursement	90	-	-	-		-
5106.205	Incentives & Admin Leave PS Recruitment Incentive	-	1,000	-	-		-
5109.100	Allowances Uniform Allowance	1,860	1,860	1,008	1,860		1,860
5111	Medicare	4,635	5,299	2,777	5,708		5,708
5112.101	Retirement Contribution PERS	199,711	417,942	146,291	291,900		291,900
5113	Worker's Compensation	49,418	35,634	20,309	27,315		27,315
5114.101	Health Insurance Medical	24,809	31,237	17,373	39,137		39,137
5114.102	Health Insurance Dental	4,739	-	3,110	-		-
5114.103	Health Insurance Vision	435	-	292	-		-
5116.101	Life and Disability Insurance Life & Disab.	867	2,665	1,771	2,928		2,928
5116.102	Life and Disability Insurance Long Term/Short Term Disability	1,881	-	1,119	-		-
5119.100	Retiree Costs Medical Insurance	62,468	67,614	34,230	60,238		60,238
5122	Accrual Bank Payoff	-	670	-	-		-
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(23,691)	-	-	-		-
5201.100	Office Supplies General	2,107	1,500	814	2,000		2,000
5202.100	Operating Supplies General	5,240	6,487	1,720	6,750		6,750
5203.100	Repairs and Maint Supplies General	1,767	1,950	872	2,150		2,150
5204	Subscriptions and Code Books	-	100	-	100		100
5210.100	Postage General	2,518	2,900	44	3,000		3,000
5211.135	Utilities Water and Sewer	727	1,036	379	1,036		1,036
5211.137	Utilities Electric and Gas	21,444	24,500	12,042	25,000		25,000
5211.139	Utilities Propane	679	1,650	748	1,500		1,500
5213.100	Professional/Contract Services General	20,746	7,767	5,309	20,893		20,893
5214.100	Repair and Maint Service General	29,093	29,348	13,655	29,778		29,778
5215.100	Rents and Leases Miscellaneous	564	565	393	565		565
5215.106	Rents and Leases Copiers	4,119	4,087	2,396	4,087		4,087
5216.100	Communications General Services	8,837	7,500	3,993	8,000		8,000
5218.100	Advertising General	(100)	-	-	-		-

**TOWN OF PARADISE
Fiscal Year 2020/21 Budget**

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
5219.100	Printing General	707	400	-	500		500
5220.100	Employee Development General	625	1,000	764	2,500		2,500
5223.105	Meals and Refreshments Emergencies and Meetings	350	800	-	600		600
5225	Bank Fees and Charges	430	515	321	520		520
5260	Miscellaneous	66	-		-		-
5303	Improvements	16,627	-		-		-
5304	Furniture & Equipment	825	2,559	8,404	2,200	7,998	10,198 A
5501	Debt Service Payment - Principal	510	-		-		-
EXPENSE GRAND Totals:		765,668	1,025,592	476,087	932,550	7,998	940,548

Recommended Adjustments Notes:

A \$7,998 – mini split HVAC system that was already installed in the Police Department server room (budget adjustment previously approved at the Town Council meeting on November 10, 2020)

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 1010 - General Fund							
EXPENSES							
Department: 30 - Police							
Program: 4520 - Police Operations							
5101	Salaries - Permanent	1,085,396.08	1,029,673.00	648,382.29	1,351,762.00		1,351,762.00
5102	Salaries - Temporary	15,198.48	-	13,074.66	-		-
5103.102	Differential Pay Out of Class	4,318.55	-	3,132.34	-		-
5103.105	Differential Pay Swing/Graveyard Shift	35,362.57	-	20,095.21	-		-
5103.108	Differential Pay Canine Maintenance	8,354.62	-	5,664.06	-		-
5104	Wages - PS Holiday Pay	57,941.03	49,488.00	34,511.63	65,145.00		65,145.00
5105	Salaries - Overtime/FLSA	371,321.78	201,000.00	169,723.81	200,000.00		200,000.00
5106.100	Incentives & Admin Leave Administrative Leave	-	43,072.00	-	-		-
5106.101	Incentives & Admin Leave School Incentive	44,642.52	40,510.00	27,177.29	50,129.00		50,129.00
5106.103	Incentives & Admin Leave Team Pay	6,167.35	-	2,852.80	-		-
5106.200	Incentives & Admin Leave Gym Reimbursement	450.00	-	-	180.00		180.00
5106.205	Incentives & Admin Leave PS Recruitment Incentive	1,000.00	15,500.00	5,500.00	10,000.00		10,000.00
5109.100	Allowances Uniform Allowance	18,112.96	17,729.00	9,309.69	16,116.00		16,116.00
5111	Medicare	23,463.85	20,697.00	13,257.71	24,553.00		24,553.00
5112.101	Retirement Contribution PERS	757,316.94	876,333.00	596,359.71	1,348,414.00		1,348,414.00
5112.102	Retirement Contribution Social Security	1,232.59	-	1,037.32	-		-
5113	Worker's Compensation	152,591.20	139,220.00	89,780.19	120,749.00		120,749.00
5114.101	Health Insurance Medical	207,862.60	180,163.00	116,052.78	240,773.00		240,773.00
5114.102	Health Insurance Dental	26,377.52	-	13,841.43	-		-
5114.103	Health Insurance Vision	2,414.44	-	1,308.73	-		-
5115	Unemployment Compensation	10,154.00	3,852.00	6,064.70	-		-
5116.101	Life and Disability Insurance Life & Disab.	4,408.40	11,708.00	2,237.46	15,937.00		15,937.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	10,407.35	-	6,009.26	-		-
5119.100	Retiree Costs Medical Insurance	163,553.91	163,595.00	76,979.05	173,261.00		173,261.00
5122	Accrual Bank Payoff	30,551.39	23,192.00	-	-		-
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(319,022.09)	(89,646.00)	-	(93,488.00)		(93,488.00)
5202.100	Operating Supplies General	17,672.29	17,577.00	5,777.07	20,725.00	9,200.00	29,925.00 A
5204	Subscriptions and Code Books	456.87	498.00	-	500.00		500.00
5209.101	Auto Fuel Expense Town Vehicles	47,013.54	48,000.00	21,311.35	50,000.00		50,000.00
5213.100	Professional/Contract Services General	16,767.15	14,000.00	6,820.45	8,200.00		8,200.00
5214.100	Repair and Maint Service General	600.00	1,956.00	756.00	2,420.00		2,420.00
5216.100	Communications General Services	7,636.45	6,971.00	3,473.17	32,171.00		32,171.00

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
5218.100	Advertising General	160.42	100.00	-	200.00		200.00
5220.100	Employee Development General	12,850.44	8,000.00	12,531.74	18,000.00		18,000.00
5220.110	Employee Development Education Reimb MOU Program	-	-	-	200.00		200.00
5223.105	Meals and Refreshments Emergencies and Meetings	-	11.00	-	-		-
5260	Miscellaneous	(0.01)	-	-	-		-
5304	Furniture & Equipment	825.25	5,059.00	4,299.23	27,850.00		27,850.00
EXPENSE GRAND Totals:		2,823,560	2,828,258	1,917,321	3,683,797	9,200	3,692,997

Recommended Adjustments Notes:

- A \$5,700 for LEFTA Systems training, evaluation and IA tracking
- \$1,600 for drug testing kits due to an increased confiscation of narcotics
- \$870 for Peacekeeper batons and holsters
- \$870 for Patrol equipment, such as pepper spray, ear pieces, baton rings, keepers, handcuffs
- \$160 for Patrol traffic safety vests

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 1010 - General Fund							
EXPENSES							
Department: 35 - Fire							
Program: 4630 - Fire - Suppression							
5112.101	Retirement Contribution PERS	174,276	88,540	46,340	92,679		92,679
5119.100	Retiree Costs Medical Insurance	188,023	183,774	86,143	180,324		180,324
5202.100	Operating Supplies General	7,451	7,525	1,470	9,000		9,000
5203.100	Repairs and Maint Supplies General	1,653	1,351	940	2,100		2,100
5209.101	Auto Fuel Expense Town Vehicles	12,110	15,000	7,404	16,000		16,000
5213.100	Professional/Contract Services General	2,878,635	3,674,111	748,258	4,118,472	(750,000)	3,368,472 A
5214.100	Repair and Maint Service General	546	8,014	3,358	8,000		8,000
5216.100	Communications General Services	-	-	-	4,536		4,536
5220.100	Employee Development General	-	-	-	650		650
5223.105	Meals and Refreshments Emergencies and Meetings	-	-	-	25		25
5269.135	Emergency Incident Costs Fire Related	-	-	-	250		250
5304	Furniture & Equipment	12,979	14,416	1,965	18,000	5,758	23,758 B
5305	Vehicles	-	427,942	-	-		-
5501	Debt Service Payment - Principal	68,738	68,738	68,738	68,738		68,738
EXPENSE GRAND Totals:		3,344,409	4,489,411	964,615	4,518,774	(744,242)	3,774,532

Recommended Adjustments Notes:

A (\$750,000) – Represents the estimated savings on the contract with CAL FIRE due to the benefit allocation changes for municipal contracts made by the State

B \$5,758 – Laptops to allow Fire Personnel access to the CalOES network (budget adjustment previously approved at the Town Council meeting on November 10, 2020)

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2021 Manager Recommend	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 1010 - General Fund							
EXPENSES							
Department: 40 - Community Development							
Program: 4720 - CDD Planning							
5101	Salaries - Permanent	79,592	96,500	49,914	96,500		96,500
5105	Salaries - Overtime/FLSA	2,342	-	-	-		-
5106.100	Incentives & Admin Leave Administrative Leave	815	1,135	-	1,135		1,135
5107	Car Allowance/Mileage	414	360	194	360		360
5109.101	Allowances Boot Allowance	450	450	450	450		450
5111	Medicare	1,150	1,427	746	1,427		1,427
5112.101	Retirement Contribution PERS	22,497	21,288	10,772	21,288		21,288
5113	Worker's Compensation	3,892	3,068	2,281	3,068		3,068
5114.101	Health Insurance Medical	9,984	14,528	6,536	14,528		14,528
5114.102	Health Insurance Dental	1,575	-	914	-		-
5114.103	Health Insurance Vision	127	-	85	-		-
5116.101	Life and Disability Insurance Life & Disab.	338	1,294	550	1,294		1,294
5116.102	Life and Disability Insurance Long Term/Short Term Disability	474	-	246	-		-
5119.100	Retiree Costs Medical Insurance	15,129	25,601	9,279	25,601		25,601
5122	Accrual Bank Payoff	-	-	-	-		-
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(1,124)	-	-	-		-
5201.100	Office Supplies General	148	300	37	300		300
5202.100	Operating Supplies General	287	700	103	700	3,100	700 A
5209.101	Auto Fuel Expense Town Vehicles	156	100	-	100		100
5210.100	Postage General	333	1,000	661	1,000		1,000
5213.100	Professional/Contract Services General	637	50	220	50		50
5214.100	Repair and Maint Service General	5,265	5,382	4,831	5,382		5,382
5216.100	Communications General Services	1,152	2,665	638	2,665		2,665
5218.100	Advertising General	871	1,500	830	1,500		1,500
5219.100	Printing General	-	27	-	27		27
5220.100	Employee Development General	515	251	-	251		251
5280.100	Bad Debt Write Off Expense	-	-	-	-		-
5501	Debt Service Payment - Principal	7,337	7,337	3,668	7,337		7,337
EXPENSE GRAND Totals:		154,355	184,963	92,956	184,963	3,100	184,963

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2021 Manager Recommend	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
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Recommended Adjustments Notes:

A \$3,100 – Plexi-glass barriers for CDD as a COVID-19 safety measure

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town		
					Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 1010 - General Fund							
EXPENSES							
Department: 45 - Public Works							
Program: 4740 - Public Works - Engineering							
5101	Salaries - Permanent	20,397	17,259	91,805	182,112		182,112
5102	Salaries - Temporary	1,362	2,000	-	15,450		15,450
5105	Salaries - Overtime/FLSA	2,208	300	1,525	-		-
5106.100	Incentives & Admin Leave Administrative Leave	926	1,051	-	6,424		6,424
5106.200	Incentives & Admin Leave Gym Reimbursement	16	-	72	-		-
5107	Car Allowance/Mileage	360	108	610	1,200		1,200
5109.101	Allowances Boot Allowance	45	45	45	400		400
5111	Medicare	379	357	1,396	2,981		2,981
5112.101	Retirement Contribution PERS	2,679	4,047	21,211	43,262		43,262
5112.102	Retirement Contribution Social Security	84	-	-	-		-
5113	Worker's Compensation	2,333	2,916	13,225	17,787		17,787
5114.101	Health Insurance Medical	1,770	1,790	7,862	19,522		19,522
5114.102	Health Insurance Dental	303	-	720	-		-
5114.103	Health Insurance Vision	27	-	67	-		-
5116.101	Life and Disability Insurance Life & Disab.	81	217	896	1,819		1,819
5116.102	Life and Disability Insurance Long Term/Short Term Disability	202	-	951	-		-
5119.100	Retiree Costs Medical Insurance	7,516	7,593	3,902	8,012		8,012
5122	Accrual Bank Payoff	-	1,693	-	-		-
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(2,975)	-	-	-		-
5201.100	Office Supplies General	62	25	1,155	30		30
5202.100	Operating Supplies General	-	130	212	130	3,000	3,130 C
5209.101	Auto Fuel Expense Town Vehicles	3,055	3,200	664	3,200		3,200
5210.100	Postage General	96	135	1,250	135		135
5213.100	Professional/Contract Services General	6,406	154,708	97,390	95,000	5,000	100,000 B
5214.100	Repair and Maint Service General	3,504	2,301	2,990	1,000		1,000
5216.100	Communications General Services	81	156	594	1,170		1,170
5218.100	Advertising General	-	1,442	73	100		100
5220.100	Employee Development General	-	-	1,144	1,500		1,500
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	36	56	-	30		30
5303	Improvements	-	10,115	45	-	5,100	5,100 A

**TOWN OF PARADISE
Fiscal Year 2020/21 Budget**

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
EXPENSE GRAND Totals:		50,953	211,644	249,804	401,264	13,100	414,364

Recommended Adjustments Notes:

- A \$5,100 – Town Hall Finance department HVAC replacement
- B \$5,000 – ATP Grant Application Support – budgeted \$19,000, final cost \$24,000
- C \$3,000 – Tech Infrastructure (Encroachment Permit Revenue) – Construction Inspector Tablet & Monitors

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town		
					Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 2030 - Building Safety & Waste Wtr Svcs							
REVENUES							
Department: 40 - Community Development							
Program: 4730 - Building and Onsite Inspections							
3380.102	Local Government Revenue Fines and Citations Onsite	21,350	1,800	-	10,000		10,000
3401.301	CDD Building Plan Check Fees	404,530	1,800,000	827,921	1,800,000		1,800,000
3401.302	CDD Building Construction Review-Bldg Permit	534,528	2,400,000	1,178,043	2,400,000		2,400,000
3401.306	CDD Building Development Permit/DIF Est Req	613	1,000	511	900		900
3401.320	CDD Building Permit Valuation Surcharge	808	4,400	2,506	4,400		4,400
3404.116	Onsite Land Use Review	21,659	44,000	27,744	44,000		44,000
3404.117	Onsite Repairs to Maintain Existing Use	55,851	140,000	60,230	140,000		140,000
3404.118	Onsite New Installation Standard System	6,929	4,700	1,905	4,700		4,700
3404.119	Onsite Permit: Alteration/Expanded Use	5,044	45,000	29,200	45,000		45,000
3404.120	Onsite Review for Land Division	541	-	1,600	541		541
3404.125	Onsite Escrow Clearance	31,701	17,000	7,319	20,000		20,000
3404.126	Onsite Building Permit Clearance	12,534	61,000	31,255	60,000		60,000
3404.127	Onsite Operating Permit/Annual	387,730	385,000	2,712	385,000		385,000
3404.128	Onsite Construct Install Permit Renewal	272	-	272	272		272
3404.129	Onsite Innovative System Review/Permit	1,882	-	-	-		-
3404.130	Onsite Water Well Clearance	659	400	94	400		400
3404.137	Onsite Alternative Systems Review	3,218	3,300	1,535	3,300		3,300
3404.138	Onsite Abandonment of Septic System	1,575	3,300	716	2,000		2,000
3404.150	Onsite Annual Evaluator License Fee	350	-	-	500		500
3404.151	Onsite Extension Req for Eval or Repair	368	-	-	250		250
3422.337	Fire Code Enforcement Inspection	42,415	260,000	135,030	260,000		260,000
3422.368	Fire Permit Fees	16,916	85,000	47,978	85,000		85,000
3610.100	Interest Revenue Investments	7,102	15,000	-	20,000		20,000
3901.100	Refunds and Reimbursements Miscellaneous	5,557	30,000	-	30,000		30,000
3902.100	Miscellaneous Revenue General	0	119	-	-		-
3902.110	Miscellaneous Revenue Cash Over and Short	(0)	1	0	-		-
REVENUES Total		1,564,131	5,301,020	2,356,572	5,316,263	-	5,316,263

EXPENSES

Department: 40 - Community Development

Program: 4730 - Building and Onsite Inspections

5101	Salaries - Permanent	349,445	413,119	247,129	618,804	132,000	750,804
5102	Salaries - Temporary	27,620	-	-	-	30,000	30,000
5105	Salaries - Overtime/FLSA	19,330	99	34	200		200
5106.100	Incentives & Admin Leave Administrative Leave	5,869	28,409	1,058	15,154	3,565	18,719
5106.200	Incentives & Admin Leave Gym Reimbursement	180	90	-	120		120
5107	Car Allowance/Mileage	1,318	1,462	1,253	2,376		2,376
5109.100	Allowances Uniform Allowance	455	455	247	2,141		2,141
5109.101	Allowances Boot Allowance	1,183	683	1,183	683		683
5111	Medicare	5,873	6,608	3,773	8,718		8,718
5112.101	Retirement Contribution PERS	85,517	116,276	66,164	166,265		166,265
5113	Worker's Compensation	27,011	21,818	16,624	22,358		22,358
5114.101	Health Insurance Medical	49,770	47,740	24,486	78,198		78,198
5114.102	Health Insurance Dental	8,760	-	4,161	-		-
5114.103	Health Insurance Vision	607	-	302	-		-

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town		2021 Adjusted Budget
					Council Adopted	Recommended Adjustments	
Fund: 2030 - Building Safety & Waste Wtr Svcs							
5116.101	Life and Disability Insurance Life & Disab.	1,695	5,207	2,789	7,882		7,882
5116.102	Life and Disability Insurance Long Term/Short Term Disability	3,483	-	2,558	-		-
5119.100	Retiree Costs Medical Insurance	32,601	32,619	16,175	32,785		32,785
5122	Accrual Bank Payoff	3,767	27,064	5,333	2,794		2,794
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(37,044)	-	-	-		-
5201.100	Office Supplies General	409	1,000	337	1,000		1,000
5202.100	Operating Supplies General	931	4,068	2,072	3,000		3,000
5203.100	Repairs and Maint Supplies General	-	4,741	478	3,300	23,100	26,400 F, G
5204	Subscriptions and Code Books	-	-	-	2,000		2,000
5209.101	Auto Fuel Expense Town Vehicles	3,033	2,800	773	3,500		3,500
5210.100	Postage General	604	1,500	-	1,500		1,500
5213.100	Professional/Contract Services General	174,649	2,725,460	1,452,355	2,781,150		2,781,150
5214.100	Repair and Maint Service General	39,348	61,095	82,608	87,386	25,121	112,507 A, B, C, D
5215.100	Rents and Leases Miscellaneous	-	1,300	1,018	2,082		2,082
5216.100	Communications General Services	2,667	2,475	2,719	2,490		2,490
5218.100	Advertising General	1,262	-	1,124	-		-
5219.100	Printing General	-	500	-	500		500
5220.100	Employee Development General	1,775	1,898	585	3,900		3,900
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	25	-	-	-		-
5225	Bank Fees and Charges	352	36,000	11,934	36,000		36,000
5280.100	Bad Debt Write Off Expense	-	91	-	-		-
5303	Improvements	-	36,890	-	-		-
5304	Furniture & Equipment	-	8,426	1,981	8,550		8,550
5305	Vehicles					105,000	105,000 E
5501	Debt Service Payment - Principal	14,161	12,502	6,787	12,502	-	12,502
5910.010	Transfers Out To General Fund	212,302	170,575		203,364		203,364
EXPENSES Total		1,038,959	3,772,970	1,958,042	4,110,702	318,786	4,429,488
Fund Total: 2030 - Net Change		525,171	1,528,050	398,530	1,205,561	(318,786)	886,775
ENDING FUND BALANCE		1,131,791	2,659,841	3,792,675	5,070,963	3,546,616	4,752,177

Recommended Adjustments Notes:

- A \$7,000 additional for Selectron implementation. \$30,000 was in last year's budget with this year only showing \$23,000 for maintenance. However, our implementation was delayed so we need to still budget the full \$30,000 (we didn't spend last year) for this year.
- B \$350 for another BlueBeam Revu license (plan checking software) for the Co-Director to plan check building and fire plans.
- C \$15,371 for the additional Accela renewal costs for licenses purchased last fiscal year.
- D \$2,400 for a LocatePlus license for Code Enforcement. Allows staff to search for updated addresses on returned mail.
- E \$105,000 for the purchase of 3 trucks for building inspectors and Co-Director
- F \$8,100 mini split HVAC that was already installed at the BRC in a staffed room with no heating/air
- G \$15,000 to convert the server room into an office which includes installing windows in two exterior wall holes (from the ATMs) currently covered by plywood, sheet rocking the room, and moving the server upstairs.

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget	
Fund: 2090 - Camp Fire Recovery								
REVENUES								
2090.00.0000.3345.100	State Revenues - Other Refunds & Reimbursements	1,819,483	1,561,807		1,653,050	911,157	2,564,207	A, B
2090.00.0000.3901.145	Refunds and Reimbursements Insurance Proceeds	1,169,693	736,277	73,776	474,500	66,305	540,805	D, E
2090.00.0000.3910.301	Transfers In CDBG - DR	-	-		396,250		396,250	
2090.00.0000.3910.811	Transfers In From Animal Control Donations	4,324	14,227		6,725		6,725	
2090.00.0000.3910.815	Transfers In From General Misc Donations	585,977	237,676		297,101	39,000	336,101	C
REVENUES Total		3,579,477	2,549,987	73,776	2,827,626	1,016,462	3,844,088	
EXPENSES								
500 FEMA Emergency Tree Removal - B1								
2090.00.0000.500.5202.100	Operating Supplies General	736	-		-		-	
2090.00.0000.500.5213.100	Professional/Contract Services General	312,444	-		-		-	
2090.35.4616.500.5213.100	Professional/Contract Services General	187,765	-		-		-	
2090.45.4743.500.5199.130	Other Payroll Expenses Interfund Payroll Transfers	76	-		-		-	
2090.45.4750.500.5199.130	Other Payroll Expenses Interfund Payroll Transfers	1,558	-		-		-	
2090.45.4750.500.5202.100	Operating Supplies General	1	-		-		-	
2090.45.4750.500.5215.131	Rents and Leases Street Maintenance Equipment	1,626	-		-		-	
500 FEMA Emergency Tree Removal - B1		504,206	-	-	-	-	-	
501 FEMA - TOP Emergency Response B2								
2090.00.0000.501.5202.100	Operating Supplies General	26,505	-		-		-	
2090.00.0000.501.5209.101	Auto Fuel Expense Town Vehicles	3,735	-		-		-	
2090.00.0000.501.5210.100	Postage General	20	-		-		-	
2090.00.0000.501.5213.100	Professional/Contract Services General	9,029	372,723		-		-	
2090.00.0000.501.5216.100	Communications General Services	316	-		-		-	
2090.00.0000.501.5223.105	Meals and Refreshments Emergencies and Meetings	13,808	-		-		-	
2090.15.4100.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	1,701	-		-		-	
2090.20.4200.501.5102	Salaries - Temporary	5,757	-		-		-	
2090.20.4200.501.5105	Salaries - Overtime/FLSA	3,312	-		-		-	
2090.20.4200.501.5111	Medicare	123	-		-		-	
2090.20.4200.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	(6,902)	-		-		-	
2090.20.4200.501.5209.101	Auto Fuel Expense Town Vehicles	282	-		-		-	
2090.20.4201.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	1,074	-		-		-	
2090.20.4202.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	13,790	-		-		-	
2090.20.4202.501.5209.101	Auto Fuel Expense Town Vehicles	647	-		-		-	
2090.20.4202.501.5223.105	Meals and Refreshments Emergencies and Meetings	22	-		-		-	
2090.20.4203.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	2,543	-		-		-	
2090.25.4400.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	5,672	-		-		-	

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual	2020 Estimated	2021 Actuals	2021 Town	Recommended	2021 Adjusted
		Amount	Amount		Council		
2090.25.4400.501.5218.100	Advertising General	178	-	-	-	-	-
2090.30.4510.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	23,691	-	-	-	-	-
2090.30.4510.501.5202.100	Operating Supplies General	193	-	-	-	-	-
2090.30.4510.501.5203.100	Repairs and Maint Supplies General	67	-	-	-	-	-
2090.30.4510.501.5209.101	Auto Fuel Expense Town Vehicles	71	-	-	-	-	-
2090.30.4520.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	189,027	-	-	-	-	-
2090.30.4520.501.5202.100	Operating Supplies General	1,345	-	-	-	-	-
2090.30.4520.501.5203.100	Repairs and Maint Supplies General	658	-	-	-	-	-
2090.30.4520.501.5209.101	Auto Fuel Expense Town Vehicles	13,328	-	-	-	-	-
2090.30.4520.501.5304	Furniture & Equipment	4,006	-	-	-	-	-
2090.30.4530.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	21,968	-	-	-	-	-
2090.30.4530.501.5202.100	Operating Supplies General	51	-	-	-	-	-
2090.30.4530.501.5209.101	Auto Fuel Expense Town Vehicles	24	-	-	-	-	-
2090.30.4540.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	8,702	-	-	-	-	-
2090.30.4540.501.5202.100	Operating Supplies General	17	-	-	-	-	-
2090.30.4540.501.5203.100	Repairs and Maint Supplies General	29	-	-	-	-	-
2090.30.4540.501.5209.101	Auto Fuel Expense Town Vehicles	1,974	-	-	-	-	-
2090.30.4540.501.5214.100	Repair and Maint Service General	137	-	-	-	-	-
2090.30.4550.501.5202.100	Operating Supplies General	130	-	-	-	-	-
2090.30.4550.501.5203.100	Repairs and Maint Supplies General	1,533	-	-	-	-	-
2090.30.4550.501.5223.105	Meals and Refreshments Emergencies and Meetings	309	-	-	-	-	-
2090.35.4610.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	2,174	-	-	-	-	-
2090.35.4610.501.5203.100	Repairs and Maint Supplies General	61	-	-	-	-	-
2090.35.4610.501.5211.137	Utilities Electric and Gas	9,578	-	-	-	-	-
2090.35.4610.501.5214.100	Repair and Maint Service General	533	-	-	-	-	-
2090.35.4615.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	9,467	-	-	-	-	-
2090.35.4630.501.5209.101	Auto Fuel Expense Town Vehicles	2,465	-	-	-	-	-
2090.35.4630.501.5223.105	Meals and Refreshments Emergencies and Meetings	130	-	-	-	-	-
2090.40.4720.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	1,124	-	-	-	-	-
2090.40.4720.501.5209.101	Auto Fuel Expense Town Vehicles	58	-	-	-	-	-
2090.40.4730.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	36,589	-	-	-	-	-
2090.40.4730.501.5209.101	Auto Fuel Expense Town Vehicles	654	-	-	-	-	-
2090.40.4780.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	2,783	-	-	-	-	-
2090.45.4550.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	1,042	-	-	-	-	-
2090.45.4550.501.5209.101	Auto Fuel Expense Town Vehicles	204	-	-	-	-	-
2090.45.4740.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	2,063	-	-	-	-	-
2090.45.4740.501.5202.100	Operating Supplies General	599	-	-	-	-	-
2090.45.4740.501.5209.101	Auto Fuel Expense Town Vehicles	338	-	-	-	-	-

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town	Recommended Adjustments	2021 Adjusted Budget
					Council Adopted		
2090.45.4743.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	1,403	-		-		-
2090.45.4750.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	60,051	-		-		-
2090.45.4750.501.5202.100	Operating Supplies General	3,899	580		-		-
2090.45.4750.501.5209.101	Auto Fuel Expense Town Vehicles	3,662	-		-		-
2090.45.4750.501.5214.100	Repair and Maint Service General	17,779	-		-		-
2090.45.4750.501.5215.131	Rents and Leases Street Maintenance Equipment	20,341	-		-		-
2090.45.4750.501.5216.100	Communications General Services	167	-		-		-
2090.45.4750.501.5304	Furniture & Equipment	1,294	-		-		-
2090.55.4800.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	19,498	-		-		-
2090.60.4975.501.5199.130	Other Payroll Expenses Interfund Payroll Transfers	251	-		-		-
501	FEMA - TOP Emergency Response B2	547,079	373,303	-	-	-	-
502	FEMA EMMA Mutual Aid EOC - B3&4						
2090.00.0000.502.5213.100	Professional/Contract Services General	-	179,659	4,650	-		-
2090.00.0000.502.5224	Travel Expenses - Lodging, Airfare, Incidentals	1,060	7,019		-		-
502	FEMA EMMA Mutual Aid EOC - B3&4	1,060	186,678	4,650	-	-	-
503	FEMA - Firearm Removal						
2090.30.4520.503.5199.130	Other Payroll Expenses Interfund Payroll Transfers	-	2,000		-		-
2090.30.4520.503.5213.100	Professional/Contract Services General	-	1,080		-		-
2090.30.4520.503.5215.100	Rents and Leases Miscellaneous	-	-		-		-
503	FEMA - Firearm Removal	-	3,080	-	-	-	-
504	FEMA Safety Assessment (SAP) B10						
2090.00.0000.504.5202.100	Operating Supplies General	2,356	-		-		-
2090.00.0000.504.5223.105	Meals and Refreshments Emergencies and Meetings	96	-		-		-
2090.00.0000.504.5224	Travel Expenses - Lodging, Airfare, Incidentals	13,668	-		-		-
504	FEMA Safety Assessment (SAP) B10	16,120	-	-	-	-	-
505	FEMA Toxic Debris Removal A2&3						
2090.00.0000.505.5210.100	Postage General	-	343		-		-
2090.00.0000.505.5213.100	Professional/Contract Services General	-	18,325	15,007	-		-
2090.45.4750.505.5202.100	Operating Supplies General	-	13,665	6,089	-		-
2090.45.4750.505.5203.100	Repairs and Maint Supplies General	-	1,688	804	-		-
2090.45.4750.505.5214.100	Repair and Maint Service General	-	1,419	473	-		-
2090.45.4750.505.5215.100	Rents and Leases Miscellaneous	-	10,839	5,060	-		-
2090.45.4750.505.5220.100	Employee Development General	4,877	700		-		-
505	FEMA Toxic Debris Removal A2&3	4,877	46,979	27,433	-	-	-
506	FEMA Administrative Costs Z1						
2090.00.0000.506.5209.105	Auto Fuel Expense Employee Personal Vehicle Use	5	-		-		-
2090.00.0000.506.5213.100	Professional/Contract Services General	233,017	632,334	79,833	300,000		300,000
2090.25.4400.506.5199.130	Other Payroll Expenses Interfund Payroll Transfers	7,698	-		-		-

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town		
					Council Adopted	Recommended Adjustments	2021 Adjusted Budget
2090.40.4730.506.5199.130	Other Payroll Expenses Interfund Payroll Transfers	455	-		-		-
2090.45.4740.506.5199.130	Other Payroll Expenses Interfund Payroll Transfers	835	-		-		-
2090.45.4740.506.5213.100	Professional/Contract Services General	-	7,426		-		-
2090.45.4743.506.5199.130	Other Payroll Expenses Interfund Payroll Transfers	348	-		-		-
2090.45.4743.506.5213.100	Professional/Contract Services General	811	2,222	-	-		-
2090.45.4750.506.5199.130	Other Payroll Expenses Interfund Payroll Transfers	11,094	-		-		-
2090.55.4800.506.5199.130	Other Payroll Expenses Interfund Payroll Transfers	32	-		-		-
2090.60.4975.506.5199.130	Other Payroll Expenses Interfund Payroll Transfers	358	-		-		-
506	FEMA Administrative Costs Z1	254,652	641,982	79,833	300,000	-	300,000
507	FEMA Haz Tree Removal (P2) - A1						
2090.00.0000.507.5213.100	Professional/Contract Services General	-	1,048		-		-
2090.45.4750.507.5213.100	Professional/Contract Services General	13,150	79,470	624,621	-	911,157	911,157
2090.45.4750.507.5220.100	Employee Development General	1,300	-		-		-
2090.45.4750.507.5304	Furniture & Equipment	8,750	-		-		-
507	FEMA Haz Tree Removal (P2) - A1	23,200	80,518	624,621	-	911,157	911,157
508	FEMA - Culverts - C1-10						
2090.00.0000.508.5213.100	Professional/Contract Services General	319,284	-		-		-
2090.45.4740.508.5199.130	Other Payroll Expenses Interfund Payroll Transfers	77	-		-		-
2090.45.4740.508.5213.100	Professional/Contract Services General	23,024	9,868		-		-
2090.45.4740.508.5218.100	Advertising General	621	-		-		-
2090.45.4743.508.5199.130	Other Payroll Expenses Interfund Payroll Transfers	17	-		-		-
2090.45.4750.508.5199.130	Other Payroll Expenses Interfund Payroll Transfers	1,089	-		-		-
2090.45.4750.508.5202.100	Operating Supplies General	6	-	4,085	-		-
2090.45.4750.508.5203.100	Repairs and Maint Supplies General	1	429		-		-
2090.45.4750.508.5213.100	Professional/Contract Services General	-	193,820		-		-
2090.45.4750.508.5214.100	Repair and Maint Service General	-	23,525		-		-
2090.45.4750.508.8406	Emergency Culvert Repair	-	5,000		159,300		159,300
2090.45.4750.508.8408	Off-System Culvert Repair	-	-		53,000		53,000
2090.55.4800.508.5199.130	Other Payroll Expenses Interfund Payroll Transfers	446	-		-		-
508	FEMA - Culverts - C1-10	344,566	232,642	4,085	212,300	-	212,300
509	FEMA - Non Fed Aid Roads - C2						
2090.45.4743.509.5213.100	Professional/Contract Services General	-	5,722		-		-
2090.45.4750.509.5203.100	Repairs and Maint Supplies General	21,184	17,402	448	-		-
2090.45.4750.509.5213.100	Professional/Contract Services General	1,935	-		-		-
2090.45.4750.509.8407	Off System Road Rehabilitation	-	-	638	1,532,000		1,532,000
509	FEMA - Non Fed Aid Roads - C2	23,119	23,124	1,086	1,532,000	-	1,532,000
510	FEMA Town/Public Facilities E1						
2090.00.0000.510.5203.100	Repairs and Maint Supplies General	36	-		-		-

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town	Recommended Adjustments	2021 Adjusted Budget
					Council Adopted		
2090.00.0000.510.5213.100	Professional/Contract Services General	3,711	-		-		-
510	FEMA Town/Public Facilities E1	3,747	-	-	-	-	-
511	FEMA - Town Equipment - E						
2090.00.0000.511.5304	Furniture & Equipment	-	-		5,000		5,000
511	FEMA - Town Equipment - E	-	-	-	5,000	-	5,000
512	FEMA Barricades, Signs, Poles E						
2090.00.0000.512.5203.100	Repairs and Maint Supplies General	4	-		-		-
2090.00.0000.512.5304	Furniture & Equipment	9,635	-		-		-
2090.45.4750.512.5203.100	Repairs and Maint Supplies General	4,892	6,670		-		-
2090.45.4750.512.5213.100	Professional/Contract Services General	110,373	-		-		-
512	FEMA Barricades, Signs, Poles E	124,903	6,670	-	-	-	-
513	FEMA Town Trails & Bikepaths - E						
2090.45.4740.513.5213.100	Professional/Contract Services General	12,327	-		-		-
513	FEMA Town Trails & Bikepaths - E	12,327	-	-	-	-	-
514	FEMA Irrigation & Entry ways G2						
2090.45.4750.514.5203.100	Repairs and Maint Supplies General	5	61		-		-
2090.45.4750.514.5213.100	Professional/Contract Services General	300	-		-		-
2090.45.4750.514.5214.100	Repair and Maint Service General	-	690		-		-
514	FEMA Irrigation & Entry ways G2	305	751	-	-	-	-
515	FEMA-Tree Removal Post Assessmen						
2090.45.4750.515.5213.100	Professional/Contract Services General	-	3,000	9,650	-		-
515	FEMA-Tree Removal Post Assessmen	-	3,000	9,650	-	-	-
551	Insurance - Facilities Lost Use						
2090.00.0000.551.5202.100	Operating Supplies General	664	-		-		-
2090.00.0000.551.5213.100	Professional/Contract Services General	6,929	-		-		-
2090.00.0000.551.5214.100	Repair and Maint Service General	400	-		-		-
2090.00.0000.551.5215.100	Rents and Leases Miscellaneous	7,831	-		-		-
2090.20.4202.551.5202.100	Operating Supplies General	64	-		-		-
2090.20.4202.551.5213.100	Professional/Contract Services General	584	-		-		-
2090.20.4202.551.5216.100	Communications General Services	5,922	15,547	13,349	-		-
2090.20.4202.551.5304	Furniture & Equipment	4,728	-	5,069	-		-
2090.30.4530.551.5202.100	Operating Supplies General	435	-		-		-
2090.30.4530.551.5210.100	Postage General	100	-		-		-
2090.30.4530.551.5304	Furniture & Equipment	2,148	-		-		-
2090.45.4750.551.5203.100	Repairs and Maint Supplies General	714	30		-		-
551	Insurance - Facilities Lost Use	30,517	15,577	18,419	-	-	-
552	Insurance Facility Rest & Repair						
2090.00.0000.552.5202.100	Operating Supplies General	280	-	45,331	-	56,255	56,255 E

**TOWN OF PARADISE
Fiscal Year 2020/21 Budget**

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town	Recommended Adjustments	2021 Adjusted Budget
					Council Adopted		
2090.00.0000.552.5203.100	Repairs and Maint Supplies General	10	-	1,475	-	-	-
2090.00.0000.552.5213.100	Professional/Contract Services General	82,255	178,229	2,280	-	-	-
2090.00.0000.552.5214.100	Repair and Maint Service General	489,647	52,988	6,204	-	-	-
2090.00.0000.552.5304	Furniture & Equipment	791	-	-	-	-	-
2090.20.4202.552.5202.100	Operating Supplies General	262	-	-	-	-	-
2090.20.4202.552.5304	Furniture & Equipment	7,309	-	-	-	-	-
2090.30.4510.552.5214.100	Repair and Maint Service General	175	950	-	-	-	-
2090.45.4740.552.5218.100	Advertising General	146	-	-	-	-	-
552	Insurance Facility Rest & Repair	580,874	232,167	55,290	-	56,255	56,255
553	Insurance Facility Contents Repl						
2090.20.4202.553.5304	Furniture & Equipment	2,069	-	-	-	-	-
2090.30.4540.553.5202.100	Operating Supplies General	115	-	1,316	-	-	-
2090.45.4750.553.5201.100	Office Supplies General	38	-	-	-	-	-
2090.45.4750.553.5202.100	Operating Supplies General	12,193	11,488	-	-	-	-
2090.45.4750.553.5203.100	Repairs and Maint Supplies General	-	433	-	-	-	-
2090.45.4750.553.5304	Furniture & Equipment	-	2,527	-	-	-	-
553	Insurance Facility Contents Repl	14,415	14,448	1,316	-	-	-
554	Insurance Facility Yard Equip						
2090.45.4750.554.5202.100	Operating Supplies General	2,976	18,903	885	5,000	-	5,000
2090.45.4750.554.5203.100	Repairs and Maint Supplies General	1,905	2,840	0	-	-	-
2090.45.4750.554.5215.100	Rents and Leases Miscellaneous	14,529	95,000	49,607	40,000	-	40,000
2090.45.4750.554.5304	Furniture & Equipment	5,832	13,772	3,016	30,000	-	30,000
554	Insurance Facility Yard Equip	25,241	130,515	53,508	75,000	-	75,000
555	Insurance Facility Landscaping						
2090.45.4750.555.5203.100	Repairs and Maint Supplies General	931	2,495	-	-	-	-
2090.45.4750.555.5214.100	Repair and Maint Service General	-	5,575	-	-	-	-
555	Insurance Facility Landscaping	931	8,070	-	-	-	-
556	Insurance Veh & Equip Repair/Rep						
2090.00.0000.556.5214.100	Repair and Maint Service General	6,919	2,700	-	-	-	-
2090.00.0000.556.5910.100	Transfers Out To Capital Projects	-	-	-	-	-	-
2090.30.4520.556.5214.100	Repair and Maint Service General	1,566	1,725	-	-	-	-
2090.30.4530.556.5203.116	Repairs and Maint Supplies Communications	19,895	-	-	-	-	-
2090.30.4550.556.5203.100	Repairs and Maint Supplies General	1,037	-	-	-	-	-
2090.30.4550.556.5214.100	Repair and Maint Service General	-	-	-	-	-	-
2090.35.4610.556.5214.100	Repair and Maint Service General	967	-	-	-	-	-
2090.40.4730.556.5202.100	Operating Supplies General	17	-	-	-	-	-
2090.45.4550.556.5203.100	Repairs and Maint Supplies General	1,767	-	-	-	-	-
2090.45.4550.556.5214.100	Repair and Maint Service General	5,092	3,494	-	-	-	-

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town		
					Council Adopted	Recommended Adjustments	2021 Adjusted Budget
2090.45.4743.556.5203.100	Repairs and Maint Supplies General	174	-		-		-
2090.45.4750.556.5202.100	Operating Supplies General	6,019	952		-		-
2090.45.4750.556.5203.100	Repairs and Maint Supplies General	9,251	191		-		-
2090.45.4750.556.5213.100	Professional/Contract Services General	-	250		-		-
2090.45.4750.556.5214.100	Repair and Maint Service General	23,017	6,000		-		-
2090.45.4750.556.5215.131	Rents and Leases Street Maintenance Equipment	-	24,745	10,249	8,000		8,000
2090.45.4750.556.5304	Furniture & Equipment	21,131	-		-		-
556	Insurance Veh & Equip Repair/Rep	96,852	40,057	10,249	8,000	-	8,000
557	Insurance - Hrly Payroll Replace						
2090.40.4730.557.5213.100	Professional/Contract Services General	127	-		-		-
557	Insurance - Hrly Payroll Replace	127	-	-	-	-	-
558	Insurance Extra Expense						
2090.00.0000.558.5202.100	Operating Supplies General	225	-		-		-
2090.00.0000.558.5213.100	Professional/Contract Services General	25,230	50,183		-		-
2090.00.0000.558.5218.100	Advertising General	829	-		-		-
2090.00.0000.558.5304	Furniture & Equipment	579	-		-		-
2090.35.4610.558.5213.100	Professional/Contract Services General	2,473	-		-		-
2090.40.4730.558.5213.100	Professional/Contract Services General	110,159	80,499		-		-
2090.45.4747.558.5214.100	Repair and Maint Service General	4,920	51,500	4,846	-		-
558	Insurance Extra Expense	144,415	182,182	4,846	-	-	-
559	Insurance - Infrastructure						
2090.45.4740.559.5213.100	Professional/Contract Services General	52,197	-		-		-
2090.45.4743.559.5213.100	Professional/Contract Services General	-	29,500	5,857	-		-
2090.45.4750.559.5203.100	Repairs and Maint Supplies General	625	13,169		-	10,050	10,050
2090.45.4750.559.5910.100	Transfers Out To Capital Projects	-	-		231,500		231,500
2090.45.4750.559.8402	Trailway Lighting Repairs	-	-		75,000		75,000
2090.45.4750.559.8403	Skyway/Pearson Traffic Signal Repair	-	-		25,000		25,000
559	Insurance - Infrastructure	52,821	42,669	5,857	331,500	10,050	341,550
560	Insurance Claim Preparation						
2090.00.0000.560.5213.100	Professional/Contract Services General	184,363	60,000	19,455	60,000		60,000
560	Insurance Claim Preparation	184,363	60,000	19,455	60,000	-	60,000
561	HMGP Administration						
2090.00.0000.561.5213.100	Professional/Contract Services General	148,819	320,000	6,322	-		-
561	HMGP Administration	148,819	320,000	6,322	-	-	-
562	Insurance - Water Purity Project						
2090.00.0000.562.5202.100	Operating Supplies General	2,194	-		-		-
2090.00.0000.562.5203.100	Repairs and Maint Supplies General	620	-		-		-
2090.00.0000.562.5213.100	Professional/Contract Services General	33,688	10,592		-		-

**TOWN OF PARADISE
Fiscal Year 2020/21 Budget**

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town	Recommended Adjustments	2021 Adjusted Budget
					Council Adopted		
2090.00.0000.562.5304	Furniture & Equipment	2,633	-		-		-
562	Insurance - Water Purity Project	39,135	10,592	-	-	-	-
570	NV Grant-Community Plan & Vision						
2090.00.0000.570.5213.100	Professional/Contract Services General	498,500	-		-		-
570	NV Grant-Community Plan & Vision	498,500	-	-	-	-	-
571	NV Grant - Communication & PR						
2090.00.0000.571.5213.100	Professional/Contract Services General	22,299	102,215	39,229	-	39,000	39,000
571	NV Grant - Communication & PR	22,299	102,215	39,229	-	39,000	39,000
572	NV Grant-Animal Control & Shelte						
2090.30.4540.572.5304	Furniture & Equipment	4,324	14,227	1,000	6,725		6,725
572	NV Grant-Animal Control & Shelte	4,324	14,227	1,000	6,725	-	6,725
574	NV Grant - Road condition assess						
2090.45.4743.574.5213.100	Professional/Contract Services General	24,500	-		-		-
574	NV Grant - Road condition assess	24,500	-	-	-	-	-
590	Disaster Management						
2090.00.0000.590.5213.100	Professional/Contract Services General	-	66		-		-
2090.65.4205.590.5101	Salaries - Permanent	-	64,151	100,074	201,371		201,371
2090.65.4205.590.5106.100	Incentives & Admin Leave Administrative Leave	-	7,284	-	10,582		10,582
2090.65.4205.590.5107	Car Allowance/Mileage	-	1,821	1,300	2,400		2,400
2090.65.4205.590.5111	Medicare	-	1,072	1,465	3,108		3,108
2090.65.4205.590.5112.101	Retirement Contribution PERS	-	5,216	21,635	44,014		44,014
2090.65.4205.590.5113	Worker's Compensation	-	1,068	1,317	1,771		1,771
2090.65.4205.590.5114.101	Health Insurance Medical	-	8,381	11,413	26,725		26,725
2090.65.4205.590.5116.101	Life and Disability Insurance Life & Disab.	-	634	1,367	2,050		2,050
2090.65.4205.590.5122	Accrual Bank Payoff	-	2,222	-	-		-
2090.65.4205.590.5202.100	Operating Supplies General	-	20	225	50		50
2090.65.4205.590.5213.100	Professional/Contract Services General	-	2,549	337	-		-
2090.65.4205.590.5218.100	Advertising General	-	622	169	-		-
2090.65.4205.590.5219.100	Printing General	-	27	27	30		30
2090.65.4205.590.5220.100	Employee Development General	-	150	50	3,000		3,000
2090.65.4205.590.5304	Furniture & Equipment	-	3,258	2,167	2,000		2,000
590	Disaster Management	-	98,541	141,546	297,101	-	297,101
EXPENSES Total		3,728,296	2,869,987	1,108,393	2,827,626	1,016,462	3,844,088
Fund Total: 2090 - Camp Fire Recovery		(148,819)	(320,000)	(1,034,617)	-	-	-
ENDING FUND BALANCE		(148,819)	(468,819)	(1,503,436)	(468,819)	(468,819)	(468,819)

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
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Recommended Adjustments Notes:

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- A \$835,000 for Tetra Tech Contract - Tree Removal
 - B \$76,157 estimated expense for two Tree Advocates
 - C \$39,000 Blue Flamingo PR and Marketing
 - D \$10,050 Replaced electrical equipment in individual traffic signals damaged by the fire
 - E \$56,255 Belfor - Modular offices and storage containers

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
Fund: 2120 - State Gas Tax							
REVENUES							
Department: 45 - Public Works							
Program: 4750 - Public Works - Streets Maint.							
3355.001	State gas Tax Section 2106	107,316	85,000	34,523	85,000		85,000
3355.002	State gas Tax Section 2107	183,348	183,000	79,632	183,000		183,000
3355.003	State gas Tax Section 2107.5	6,000	6,000	6,000	6,000		6,000
3355.005	State gas Tax Section 2105	145,791	143,000	57,656	140,000		140,000
3355.006	State gas Tax RSTP Regional Surface Trans Prog	339,650	315,000	-	300,000		300,000
3355.007	State gas Tax Section 2103	88,770	192,000	86,363	192,000		192,000
3355.008	State gas Tax Section 2032	446,000	448,000	162,562	460,000		460,000
3355.009	State gas Tax SB1 Loan Repayment - Like 2103	29,965	29,475	-	-		-
3410.150	Administrative Services Late Fees	38	-	-	20		20
3610.100	Interest Revenue Investments	198	200	-	200		200
3901.100	Refunds and Reimbursements Miscellaneous	51,180	36,942	-	10,000		10,000
3902.100	Miscellaneous Revenue General	-	1,800	-	500		500
3910.110	Transfers In From Local Transportation Fund	3,282	-	-	-		-
3910.112	Transfers In From Federal CMAQ Fund	15,990	-	-	26,217		26,217
3910.132	Transfers In From HSIP Grant	11,715	-	-	-		-
3910.133	Transfers In From ATP Grant	17,977	-	-	40,264		40,264
3910.136	Transfers In FEMA Grants - Fire	-	-	-	47,049		47,049
3910.299	Transfers In From Grants Misc One Time Fund	-	-	-	26,216		26,216
3920.100	Proceeds from Sale of Asset General Fixed Assets	-	15,802	-	-		-
REVENUES Total		1,447,220	1,456,219	426,736	1,516,466	-	1,516,466

EXPENSES

Department: 45 - Public Works

Program: 4750 - Public Works - Streets Maint.

5101	Salaries - Permanent	424,575	527,751	242,689	506,792		506,792
5102	Salaries - Temporary	1,362	-	-	-		-
5103.101	Differential Pay On Call	24,195	-	12,156	-		-
5103.102	Differential Pay Out of Class	650	-	235	-		-
5105	Salaries - Overtime/FLSA	68,535	14,911	3,410	12,450		12,450
5106.100	Incentives & Admin Leave Administrative Leave	9,042	30,531	584	10,083		10,083
5106.200	Incentives & Admin Leave Gym Reimbursement	160	25	16	50		50
5107	Car Allowance/Mileage	2,208	1,356	796	1,392		1,392

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual	2020 Estimated	2021 Actuals	2021 Town	Recommended	2021 Adjusted
		Amount	Amount		Council		
5109.101	Allowances Boot Allowance	3,730	3,730	3,230	2,794		2,794
5111	Medicare	7,568	8,233	3,710	7,714		7,714
5112.101	Retirement Contribution PERS	71,548	104,239	54,872	109,603		109,603
5112.102	Retirement Contribution Social Security	84	-	-	-		-
5113	Worker's Compensation	105,033	126,921	56,796	76,387		76,387
5114.101	Health Insurance Medical	48,452	63,954	30,299	66,369		66,369
5114.102	Health Insurance Dental	5,835	-	3,171	-		-
5114.103	Health Insurance Vision	548	-	331	-		-
5116.101	Life and Disability Insurance Life & Disab.	2,003	6,336	2,756	6,033		6,033
5116.102	Life and Disability Insurance Long Term/Short Term Disability	3,764	-	1,931	-		-
5119.100	Retiree Costs Medical Insurance	26,039	22,635	10,399	21,523		21,523
5122	Accrual Bank Payoff	874	13,088	4,509	2,794		2,794
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(73,791)	-	-	-		-
5201.100	Office Supplies General	490	600	5	500		500
5202.100	Operating Supplies General	2,729	5,370	1,803	4,900		4,900
5203.100	Repairs and Maint Supplies General	26,236	26,442	41,260	53,600	15,000	68,600 A
5204	Subscriptions and Code Books	-	-	-	-		-
5209.101	Auto Fuel Expense Town Vehicles	14,580	19,000	9,676	18,000		18,000
5210.100	Postage General	-	-	-	50		50
5211.135	Utilities Water and Sewer	690	265	88	350		350
5211.137	Utilities Electric and Gas	16,409	14,000	8,015	14,500		14,500
5213.100	Professional/Contract Services General	1,005	81,160	525	15,930		15,930
5214.100	Repair and Maint Service General	117,001	73,230	23,959	84,300		84,300
5215.131	Rents and Leases Street Maintenance Equipment	-	-	-	2,000		2,000
5216.100	Communications General Services	7,948	7,450	4,682	12,942		12,942
5218.100	Advertising General	118	-	40	200		200
5219.100	Printing General	-	150	-	150		150
5220.100	Employee Development General	8,024	4,700	571	5,500		5,500
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	1,455	400	195	400		400
5280.100	Bad Debt Write Off Expense	-	1,671	-	-		-
5303	Improvements	-	10,115	-	-		-
5304	Furniture & Equipment	10,061	1,280	-	-		-
5305	Vehicles			12,819	-	12,819	12,819 B
5501	Debt Service Payment - Principal	19,142	15,019	7,629	14,185		14,185
5910.010	Transfers Out To General Fund	205,091	174,132	-	188,271		188,271

TOWN OF PARADISE
Fiscal Year 2020/21 Budget

Account Number	Description	2019 Actual Amount	2020 Estimated Amount	2021 Actuals	2021 Town Council Adopted	Recommended Adjustments	2021 Adjusted Budget
5910.100	Transfers Out To Capital Projects	4,436	-	-	-		-
	EXPENSES Total	1,167,830	1,358,694	543,157	1,239,762	27,819	1,267,581
	Fund Total: 2120 - Net Change	279,390	97,525	(116,421)	276,704	(27,819)	248,885
	ENDING FUND BALANCE	397,387	494,912	378,491	771,616	743,797	1,020,501

Recommended Adjustments Notes:

- A Additional Spray Program materials
- B Purchase of a Residential Terrain Vehicle (RTV) for Spray Program