



Town of Paradise Town Council Meeting Agenda 6:00 PM – August 08, 2023

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

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

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

Meeting Procedures

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

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

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Recognition of Conor Haggerty for achieving the rank of Eagle Scout.
- 1f. Presentation by Paradise Ridge Chamber of Commerce regarding the Ridge Identity and Branding Campaign.
- 1g. Presentation by Bob Leland from Baker Tiller (formerly Management Partners) regarding the Fiscal Sustainability Model.
- 1d. Camp Fire Recovery Updates – Written reports are included in the agenda packet.
 - p5 Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.
 - p8 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update
 - p9 Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update
 - p14 Kate Anderson, Business and Housing Manager - Business and Housing Update

2. CONSENT CALENDAR

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

- 2a. p16 Approve minutes of the June 28th, 2023 Special, and the July 11, 2023 Special and Regular Town Council meetings.
- 2b. p24 Approve July 2023 Cash Disbursements in the amount of \$4,988,727.97

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS - None

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. p32 1. Consider reviewing and approving the initial Paradise Sewer Project Rate Study for the purposes of completing the Town's Financial Assistance Application to The State Water Resources Control Board; and, 2.

Conceptually approve plans to dedicate necessary Operations & Maintenance Financing Assistance (\$6,460,000) to ensure ongoing sustainability of the Paradise Sewer Project contingent upon securing full project capital funding; or 3. Provide alternative action (ROLL CALL VOTE)

6b. p51 1. Consider discussion and concurring with staff's recommendation of Hawkins Delafield & Wood LLP to perform legal services for the Paradise Sewer Project; and, 2. Approve the attached Agreement for Professional Services for contract 2023-004 with Hawkins Delafield & Wood LLP; and, 3. Adopt Resolution 2023 - __ "A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Execute the Agreement for Professional Services for Legal Services for the Paradise Sewer Project." (ROLL CALL VOTE)

6c. p86 Hear an information update on the overall status of road rehabilitation plans in Paradise. (No action is requested on this item)

6d. p89 1. Consider concurring with staff's recommendation of Jacobs Engineering Group Inc. and Dokken Engineering, Inc., to perform professional civil engineering services on a variety of federally, state and locally funded efforts, contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals; and, 2. Approve the attached Master Agreement for Professional Services for RFQ 2023-002 with Jacobs Engineering Group Inc. and RFQ 2023-003 with Dokken Engineering, Inc.; and, 3. Adopt Resolution 2023 - __ "A Resolution of the Town Council of the Town of Paradise, Designating Authority to the Paradise Town Manager To Execute The Agreement for Professional Services and Individual Task Orders Under the Resultant Master Agreement for RFQ 2023-002 On-Call Professional Civil Engineering Services up to the Maximum Contract Aggregate Amount of Twelve Million Five Hundred Thousand Dollars (\$12.5M) to Expedite and Facilitate Camp Fire Recovery Efforts; and, 4. Adopt Resolution 2023 - __ "A Resolution of the Town Council of the Town of Paradise, Designating Authority to the Paradise Town Manager To Execute The Agreement for Professional Services and Individual Task Orders Under the Resultant Master Agreement for RFQ 2023-003 On-Call Professional Civil Engineering Services – Pentz Road Corridor up to the Maximum Contract Aggregate Amount of Ten Million Five Hundred Thousand Dollars (\$10.5M) to Expedite and Facilitate Camp Fire Recovery Efforts. (ROLL CALL VOTE)

6e. p223 After discussion consider adopting Resolution No. 2023-__, "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)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

7a1. Consider designating a voting delegate and two (2) alternate(s) and providing direction to the Town's voting delegate regarding the League of California Cities proposed Resolution(s) for the 2023 League General Assembly to be held September 20-22, 2023 in Sacramento, CA.

- 7b. Council reports on committee representation
- 7c. Future Agenda Items

8. STAFF COMMUNICATION

- 8a. Town Manager Report

9. CLOSED SESSION - None

10. ADJOURNMENT

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

TOWN/ASSISTANT TOWN CLERK SIGNATURE	



Town of Paradise
Council Agenda Summary
Date: August 8, 2023

Agenda Item: 1(h)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Monthly Recovery Update

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. None

Background:

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

Analysis:

ECONOMIC DEVELOPMENT

Commercial Sign Removal Program

- Application period opened January 16th, 2023.
- 9 signs have been removed.
- About \$80,000 remains in the budget for this program.
- Council direction at July Council meeting to prioritize enforcement.

CDBG-DR Economic Development

- The Butte County allocation for CDBG DR Economic Development has been announced at \$18.7 million.
- The Program Policies and Procedures Manual was released in spring 2023.
- Notice of Funding Availability (NOFA) is expected to be released this fall (delayed from spring).
- In preparation, the Town is working with our regional workforce partners on a potential workforce training center project.
- Our partners include Paradise Unified School District, Butte College, Valley Contractor's Exchange, Oroville Adult School, Alliance for Workforce Development, and 3Core.

Paradise Ridge Brand Campaign

- Rebranding effort led by the Paradise Ridge Chamber of Commerce
- Goal is to create a cohesive brand strategy to market the ridge to businesses and residents.
- Market study findings and brand concept will be presented by the Paradise Chamber during this Council meeting.

RECOVERY

Category 4 Tree Removal Program

- Program opened to applicants in July of 2022 and received 577 applicants. This represents 1,014 acres of private property across the Town.
- The assessment Phase has been completed. Nearly 11,000 standing dead trees have been identified, tagged and catalogued for review by FEMA/CalOES
- Phase 2 continues to be in Federal Environmental Review. We were recently notified that FEMA expect to complete this review in early 2024.
- Town Council has approved a management contract with Butte County Fire Safe Council to manage removal. Contract will be executed upon Phase 2 FEMA Approval.
- Tree cutting process would commence after full phase 2 approval of submitted tree inventory.
- After extensive work with Cal Fire, the Town was recently notified that we have been awarded the CAL FIRE CALIFORNIA CLIMATE INVESTMENTS(CCI) WILDFIRE PREVENTION (WP) GRANT that will cover the entirety of the 25% property owner match requirement. This will mean no cost to property owners for tree removal and a much simpler process of tree removal overall.

Early Warning System

- The Early Warning System was fully approved in April 2022 and a contract was awarded in July 2022.
- The Town's contractor has been in Paradise since March 20 and construction is continuing on multiple locations simultaneously.
- 20 Foundations of the 21 towers are in various stages of completion. All foundations should be complete in the coming weeks.
- We continue to be on track for all towers to be operational in September.

Residential Ignition Resistant Retrofit Program

- This project was opened to residents to apply in May 2023 and closed July 31, 2023.
- 118 property owners have submitted applications.
- Assessments are ongoing, 20 properties have been assessed so far.
- We anticipate completing all assessments early this fall.

Hazardous Fuels Reduction Program

- Undergoing Federal Environmental Review. We were recently notified that FEMA expects to complete this review in early 2024.
- All other Town required action items are complete.

Defensible Space Code Enforcement

- Undergoing Federal Environmental Review. We were recently notified that FEMA expects to complete this review in early 2024.
- All other Town required action items are complete.

COMMUNICATIONS

- TOP POP Events
 - In order to build community in Paradise during the 5th anniversary year after the Camp Fire, the Town is hosting 12 months of pop-up events around town.
 - These events are a way to help acknowledge the progress and rebuilding over the last 5 years.
 - Each month, different pop-up events will take place around town, with a local partner organization hosting the event.
 - May's event was at Station 81 to highlight the renovations and give tours as well as provide information on fire season safety.
 - The June TOP POP event was held on June 15th during the "Prepared Paradise" Exercise. The event was well attended with over 100 residents getting information about evacuations, meeting Ready Raccoon and picking up a free Go Bag.
- 5th Anniversary of the Camp Fire
 - We are already seeing an increase in media inquiries regarding the 5th anniversary.
 - The Town is well prepared to speak to our experience in recovery so far and lessons learned.
 - Events to mark the anniversary are being planned in coordination with our partner organizations.

EMERGENCY MANAGEMENT

- FEMA's report on the June 15th Exercise is being drafted.
- The Town is working on an agreement with Butte County for a virtual EOC platform to streamline EOC processes.
- EOC Training for staff specific to sections and additional EOC wide table top exercises are being planned for fall.

Financial Impact:

None.



**TOWN OF PARADISE
Council Agenda Summary
Date: August 8, 2023**

Agenda No. 1(f)

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

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Camp Fire Recovery Updates - Infrastructure

COUNCIL ACTION REQUESTED:

1. None, written monthly update only.

Background:

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

Analysis:

Road Rehabilitation

This month's Road Rehabilitation Update is being provided under Item 6(c) of this Agenda.

Paradise Sewer Project

Efforts for Past Month:

- HDR proceeded with Owner's Agent activities, including beginning work on the Request for Qualifications (RFQ) for a PDB team.
- Prepared a Draft Rate Study for corresponding funding applications (Agenda Item 6a)
- The Town issued a Request for Qualifications (RFQ) for a specialty legal counsel to assist with PDB contracting efforts, reviewed Statements of Qualifications (SOQs), and held interviews. (Agenda Item 6b)
- Continued to update the project's public website (www.paradisesewer.com).
- Continued funding application efforts with the State, USDA and EDA.

Efforts for Next Month:

- Select and contract PDB specialty legal counsel.
- Continue OA efforts to prepare for PDB procurement.
- Continue funding application efforts and funding due diligence.



Town of Paradise
Council Agenda Summary
Date: August 8, 2023

Agenda Item: 1(h)

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

1. Code Enforcement Update

Background:

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

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

Analysis:

The present data is combined with the reported data from the previous month. The number in parentheses highlighted in (RED) represents the last month's reported data.

Up until July 27, 2023, a total of 204 (204) Temporary Use Permits (TUPs) have been issued under the Urgency Ordinance (Exhibit A).

- 55 (52) – Parcels with RV Storage only
- 149 (152) – Parcels permitted to occupy an RV
- 14 (14) – Accessory structures (Sheds, Shops, Non-habitable)

Update: Three new home building permits have been issued, and twelve storage applications await issuance.

RV Code Enforcement activity occurred during the reporting period from June 22 to July 27. (Exhibit B & C):

- Occupied sites without TUPs – 43 (54)
- Occupied sites with TUP Violations – 3 (4)
- Compliance gained/RV cases closed – 18 (18)
 - Violations resolved (Storage permits issued, RVs removed, TUP conditions, building permits issued)

In July, the Community Enhancement Outreach Team, comprising Fire Prevention, Police, Housing, Disaster Case Managers (DCMs), and Code Enforcement staff, visited 35 (40) RV sites. During these visits, the team engaged with 14 (28) community members.

- 4 – Do not qualify for assistance
- 3 – Tenants did not own the property
- 5 – Owner-occupied
- 2 – Purchased the property post-Camp Fire
- 4 – Supplied contact information to DCM staff (North Valley Catholic Social Services have office hours at the BRC on Thursday afternoons)

Other Code Enforcement Items:

- Abandoned Vehicle Authority cases – 2 (4)
 - Abatements
 - One vehicle was towed, and another car was self-abated.
- Civil Abatement Cases escalated to the Town Attorney for further action. – 66 (66)
 - 37 (35) RV cases have been resolved, and 15 (17) remain eligible for action.
 - 14 Weed Abatement cases – 4 (4) resolved.
- Complaints have been received regarding various issues, including waste and refuse, zoning violations, construction without a permit, fire hazards, vehicle-related concerns, vending violations, lack of garbage service, grading problems, etc.

Fire Prevention is essential to the community and our ongoing economic development, grounded in three key objectives: Education, Engineering, and Enforcement. Our defensible space and hazardous fuel management ordinance mandate property owners to maintain fire-safe conditions on their parcels regardless of residency. The dedicated Fire Prevention staff conducts weed abatement inspections on 11,100 parcels within our community, ensuring compliance and mitigating fire risks.

Escrow defensible space inspections during June:

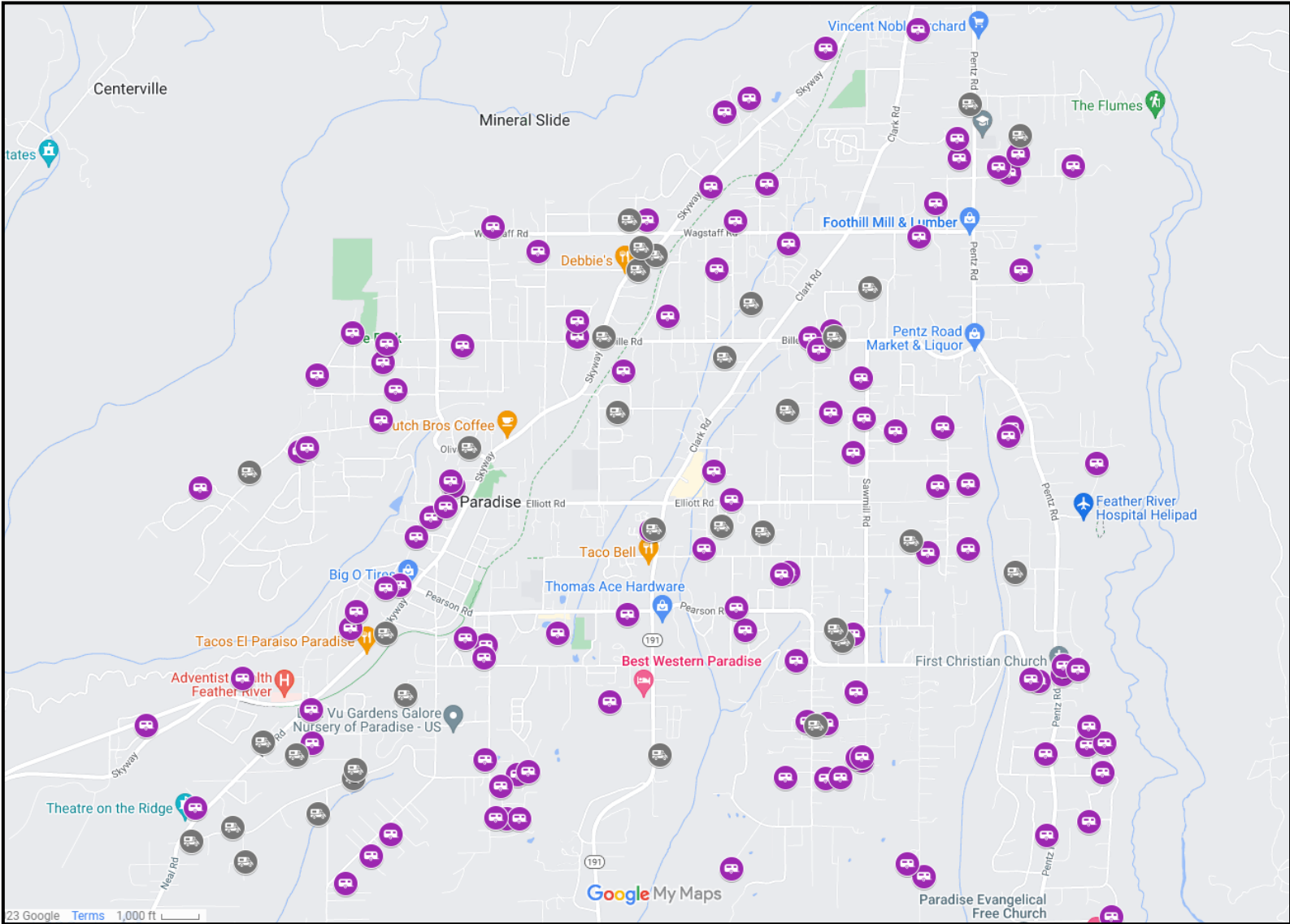
- Clearance requests received – 104 (76)
- Certificates issued – 77 (67)
- Land Surveyor's Certifications on file – 18 (19)
- First inspection compliance rate – 76% (74%)

The interactive Weed Abatement Map of the Town-wide Defensible Space Program is being updated to incorporate recently collected data. As of July 28, 2023, inspections for all parcels have been completed.

- Compliant – 6,851 (6,297) – 62% (57%) of all parcels comply.
 - Non-compliant – 4,125 (4,660) notices have been sent (not including active code enforcement cases)
 - Code Enforcement Referrals for citation – 133 (137) Active Code Cases
 - 10 (11) – Commercial parcels, 124 (126) – Residential parcels

EXHIBIT A

TUPs under ORD 612 7/26/2023



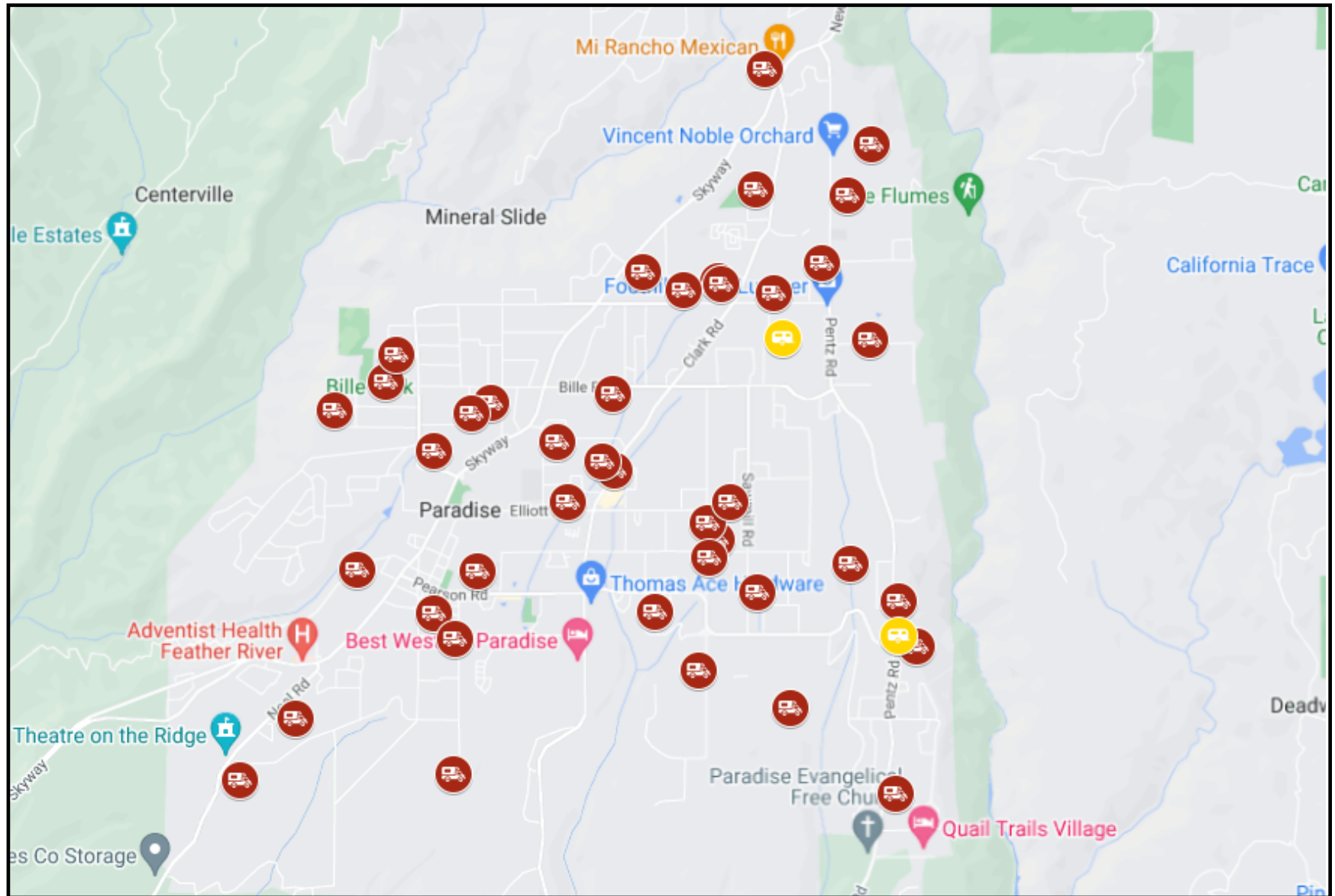
RV TUP STORAGE ONLY 55



RV TUP OCCUPIED 149

EXHIBIT B

TUP Violations 7/26/2023



Violations w/ TUP 3

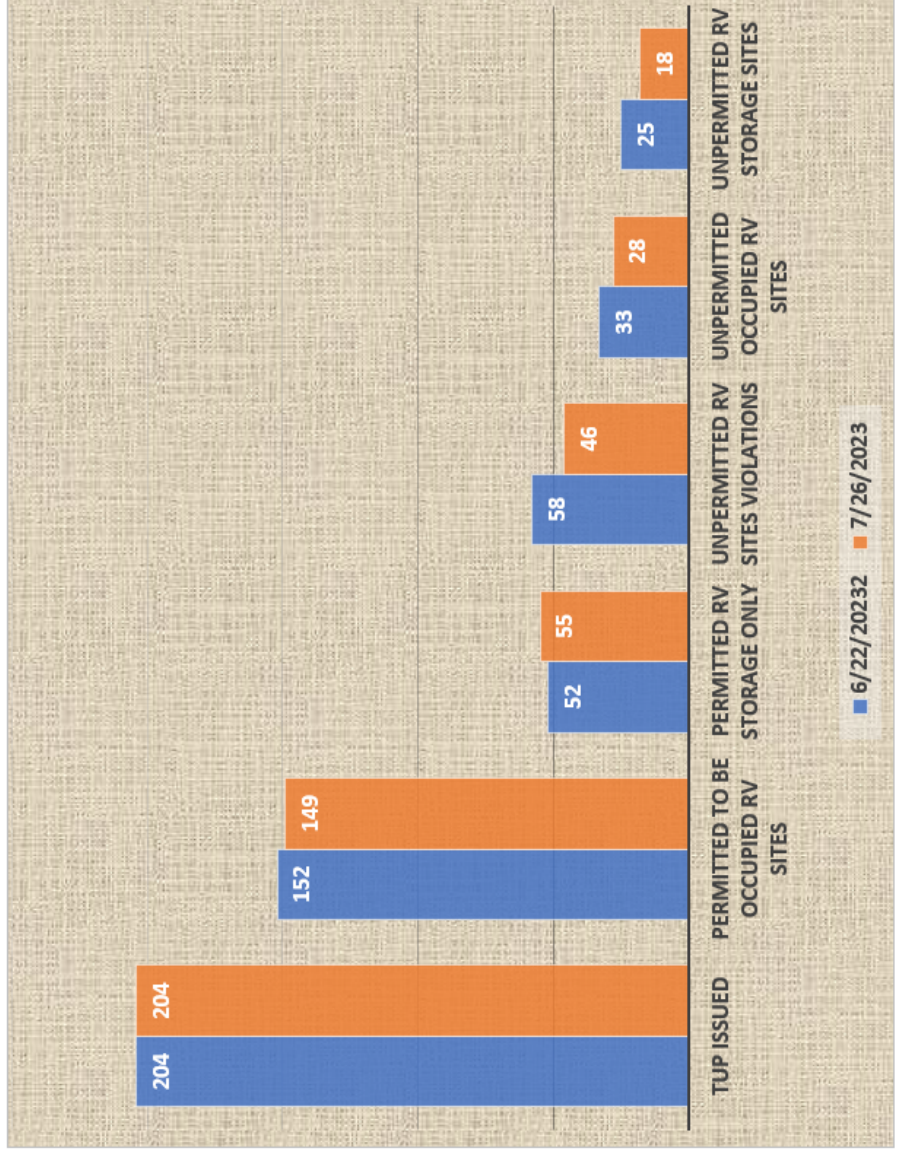


RV no TUP 43

EXHIBIT C

Urgency Ordinance RV Activity

6/22/23 vs 7/26/23





Town of Paradise
Council Agenda Summary
Date: August 8, 2023

Agenda Item: 1(h)

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

COUNCIL ACTION REQUESTED:

1. None

Background:

This report provide the Town Council with an update of Housing activities. A summary of the programs, with overall interest and change from the last month, follows.

Analysis:

We have 31.97% (+0.51) of our pre-disaster housing stock to-date (1,377 surviving units + 2,464 new CofOs to-date [+61 from last month] = 3,841 habitable dwellings / 12,015 housing units before the Camp Fire). An additional 803 (-16) permits have been issued but have not received their CofO yet.

Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program (\$21 million)

- This program helps homeowners rehabilitate or reconstruct their home.
- **To-date 41 (+4) homes rebuilt, 16 (-3) under construction, 20 (-20) in the application process.**

Town of Paradise First-Time Homebuyer Program (\$2 million)

- Helping to make home ownership more affordable by providing assistance toward the purchase price and closing costs of an owner-occupied, affordable housing unit.
- **To-date 20 (+1) homes purchased and 15 (-13) applications in process.**

Town of Paradise Septic Grant Program (\$570,000)

- Grants to assist Camp Fire survivors to repair or replace septic systems damaged or destroyed during the Camp Fire or subsequent clean-up efforts.
- **To-date 25 (+11) jobs completed, 2 (-9) under construction, 23 (-1) applications pending.**

CDBG-DR Multifamily Rental Housing Program (\$55 million)

- Goal is to create affordable rental housing
- **7 projects awarded for 290 units; 1 project (4 units) going into service this summer, 2 projects (55 units) to be completed by fall 2024; 1 project (70 units) received tax credits to go under construction in January 2024, and 3 projects (161 units) are dependent on tax credit allocations for full funding.**

HOME Infill New Construction (\$700,000)

- Create affordable housing for first-time homebuyers.
- **Grant awarded, waiting for Standard Agreement from HCD.**

PLHA/SB2 Infill New Construction (\$399,166)

- Housing-related projects and programs that assist in addressing the unmet needs.
- **2019-2021 funds awarded, Standard Agreement executed, working with North Valley Housing Trust to administer funds to multifamily project(s).**

CDBG (2022 Annual Allocation=\$107,537; unspent funds=\$29,782.63)

- Continuing to fund public services and lot acquisition for affordable homeownership
- CV funds (\$208,244 not included above) to assist households living in RVs with emergency rental assistance.

Financial Impact:

None.



**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING
June 28, 2023 - 9:00 AM**

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Bolin at 9:10 a.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Interim Town Manager Marc Mattox, Town Clerk/Elections Official Dina Volenski, Assistant Town Attorney Dave Ritchie, Human Resources and Risk Management Director Crystal Peters, Finance Director/Town Treasurer Aimee Beleu, Community Development Director Susan Hartman, Community Development Director Anthony Lindsey, Recovery and Economic Development Director Colette Curtis, Senior Accountant Emily Marchi, Administrative Assistant Sheris Alvies, Administrative Assistant Jacquelyn Blancett, Police Chief Eric Reinbold, Fire Chief Patrick Purvis and Deputy Town Clerk Melanie Elvis.

2. COUNCIL CONSIDERATION

- 2a. Interim Town Manager Marc Mattox presented on the proposed Town of Paradise 2023/2024 fiscal year budget and provided an overview of the goals, accomplishments and challenges for the Administrative and Central Services departments; Public Works; and an overview of the Gas Tax Backfill.

Colette Curtis presented an overview of the proposed Recovery and Economic Development Director budget.

Police Chief Eric Reinbold presented the proposed budget for the Paradise Police Department and Animal Control.

Fire Chief Patrick Purvis presented the proposed budget for the Fire Department.

Community Development Director Susan Hartman presented the proposed budget for Community Development, Housing and Code Enforcement.

- 2b. Interim Town Manager Marc Mattox presented proposed Urgency Ordinance No. 627. regarding the establishment of laydown yards in residential neighborhoods.

MOTION by Tryon, seconded by Lassonde 1. Waived the reading of the entire Town of Paradise Urgency Ordinance No. 627; and 2. Adopted Town of Paradise Urgency Ordinance No. 627, "An Urgency Ordinance of the Town Council of the Town of Paradise Establishing Requirements for the Use of Certain Properties in Conjunction with the Undergrounding of Utilities Following the Camp Fire," with the addition that use of a private road easement shall not be permitted unless written consent to such use is provided by all property owners having legal interest in the private road easement. Roll call vote was unanimous. The urgency ordinance goes into effect, immediately. (540-16-196)

3. ADJOURNMENT

Mayor Bolin adjourned the Council meeting at 11:32 a.m.

Date approved:

By:

Attest:

Greg Bolin, Mayor

Dina Volenski, CMC, Town Clerk



**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 5:00 PM – July 11, 2023**

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Bolin at 5:00 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Interim Town Manager Marc Mattox, Town Clerk/Elections Official Dina Volenski, Town Attorney Scott E. Huber, Community Development Director Anthony Lindsey and Information Systems Director Luis Marquez.

At 5:02 p.m. Mayor Bolin announced that the Town Council would adjourn to Closed Session for the following item:

2. CLOSED SESSION

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

After reconvening from Closed Session at 5:47 p.m. Mayor Bolin announced that no reportable action was taken, direction was given.

3. ADJOURNMENT

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

Date approved:

By:

Attest:

Greg Bolin, Mayor

Dina Volenski, CMC, Town Clerk



TOWN COUNCIL Meeting Minutes

6:00 PM – July 11, 2023

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Bolin at 6:01 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Culleton.

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

COUNCIL MEMBERS ABSENT: None

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

- 1a. Lisa Strange from the Office of the Insurance Commissioner and Dawn Foster from Farmers Insurance provided updates on the current status of insurance in the Town of Paradise and what is being done to lower costs.
- 1b. Camp Fire Recovery Updates - Written reports are included in the agenda packet. (110-10-061)

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

Ms. Curtis provided a verbal update on the status of the Hazard Mitigation Grant Program Projects.

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

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

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

2. CONSENT CALENDAR

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

- 2a. Approved Minutes of the June 13, 2023 Special and Regular Town Council meetings.
- 2b. Approved June 2023 Cash Disbursements in the amount of \$5,365,936.05. (310-10-034)
- 2c. 1. Waived the second reading of Town Ordinance No. 626 and read by title only; and, 2. Adopted Town Ordinance No. 626 “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. (PID: PL23-00042)”. (540-16-195)
- 2d. 1. Adopted Resolution No. 2023-29, “A Resolution of the Town Council of the Town of Paradise certifying to the County of Butte the validity of the legal process used to place direct charges (special assessments) on the secured tax roll”; and, 2. Authorized the Town Manager and Finance Director to approve direct charge (special assessment) changes; and, 3. Authorized the Town Manager and Finance Director to execute the governing authority certification related to the direct assessments on the property tax roll. (550-40-051, 510-20-107, 540-10-020)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

1. Shawn Reese spoke on behalf of the NorCal Carpenters Union to encourage fair standards for workers.
2. Tom Kelly spoke on the national fire protection program to lower insurance rates.
3. Jon Remalia spoke on the duties of the mayor as detailed in Town of Paradise Resolution 12-48.
4. Raymond Klein spoke on home values being affected by the construction of modular homes.
5. Dawn Foster asked about insurance bailouts.

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

- 6a. Finance Director/Town Treasurer Aimee Belev presented on the proposed FY 2023/2024 Operating and Capital Budget. Recovery and Economic Development Director Colette Curtis addressed the potential change in budget as it was presented due to the delays in the implementation of the Hazard Mitigation Grant Program Projects.

MOTION by Culleton, seconded by Lassonde to adopt the following resolutions related to the 2023-2024 Town of Paradise Budget:

1. Adopted Resolution No. 2023-30 “A Resolution of the Town Council of the Town of Paradise Adopting the Final Budget for the Town of Paradise Including all Attachments, Appendices, and other related Documents for the 2023-2024 Fiscal Year ending June 30, 2024.” (340-40-016)
 2. Adopted Resolution No. 2023-31, “A Resolution of the Town Council of the Town of Paradise Approving and Adopting the Annual Appropriation Limit for Fiscal Year 2023-2024.” (340-40-016)
 3. Adopted Resolution No. 2023-32, “A Resolution of the Town Council of the Town of Paradise Amending the General Fund Reserves for Fiscal Year 2023-2024.” (340-40-016)
 4. Adopted Resolution No. 2023-33, “A Resolution of the Town Council of the Town of Paradise approving and Adopting the Town of Paradise Capital Improvement Plan (CIP) and Disaster Recovery Plan for the 2023-2024 Fiscal Year.” (340-40-016, 950-40-034)
 5. Adopted Resolution No. 2023-34, “A Resolution of the Town Council of the Town of Paradise Approving the New Job Classification Descriptions.” (340-40-016, 610-10-017)
 6. Adopted Resolution No. 2023-35, “A Resolution of the Town Council of the Town of Paradise, California adopting the amended Salary Pay Plan for Town of Paradise Employees for the Fiscal Year 2023-2024.” Roll call vote was unanimous. (340-40-016, 610-10-015, 610-10-017, 610-10-018)
- 6b. Community Development Director Susan Hartman provided an overview of the potential amendments to the current solid waste franchise agreement with Northern Recycling and Waste Services (NRWS).
1. Doug Speicher commented that NRWS is committed to the community, is grateful for the partnership with the Town of Paradise and its residents and expressed frustrations as a result of the State’s unfunded mandates regarding waste disposal.
- Council provided staff with direction to negotiate amendments to the current solid waste franchise agreement with Northern Recycling and Waste Services, ranging from changes to the rate methodology, the hazardous household waste facility, new organics rates, and an extension date not to exceed the year 2040. All Council concurred. (535-10-001)
- 6c. Public Works Director/Town Engineer Marc Mattox provided an overview of the benefits of the proposed median removal plan.

MOTION by Crowder, seconded by Culleton, directed staff to revise plans and specifications for adjacent paving improvements near the intersection of Pearson Road and Black Olive Drive to remove the landscaped center median for the benefit of improved evacuation egress with Striping Layout Option #2: to expand the day-to-day roadway cross section, adding a travel lane to the left of the primary lane. Roll call vote was unanimous. (950-40-063)

6d. Interim Town Manager Marc Mattox provided an overview of the proposed employment agreement with James Goodwin.

1. Jim Goodwin commented that he was looking forward to the opportunity to serve the community.

MOTION by Tryon, seconded by Culleton approved the Employment Agreement with James Goodwin for the Town Manager position. Roll call vote was unanimous. (510-20-390)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Staff to provide a commercial sign removal update and after discussion regarding different options, provide direction to staff. (LASSONDE)

Recovery and Economic Development Director Colette Curtis provided an update on the Commercial Sign Removal Program. Council provided direction to staff to tackle commercial sign removal with a hybrid approach to send a notice of violation as well as an application for the grant program. All Council concurred.

7b. Council reports on committee representation:

Council Member Culleton attended a meeting for economic development with the League of California Cities and the Solid Waste Committee meeting with NRWS.

Council Member Lassonde worked the Town booth at Party in the Park the last three weeks; spent the day with Cal Fire on a ride along; toured the Butte County Cal Fire Headquarters; and attended a meeting with the Adventist Health committee where Adventist Health shared that they are looking to expand their clinic.

Council Member Crowder worked the booth at Party in the Park; attended the June 15th Prepared Paradise Emergency Operations Center training; spent the day with Cal Fire on a ride along; toured the Butte County Cal Fire Headquarters; and attended a meeting with Adventist Health.

Vice Mayor Tryon attended the monthly BCAQMD meeting; the Solid Waste Committee meeting with NRWS; and a meeting with the Butte County Fire Safe Council regarding the early warning sirens.

Mayor Bolin attended the July 4th Symphony; took several phone calls from concerned citizens; and thanked Marc Mattox for his work and time as Interim Town Manager.

7c. Future Agenda Items - None

8. STAFF COMMUNICATION

8a. Interim Town Manager Marc Mattox shared an update on the results of the “Can you hear me?” survey and that the Off-System Road Project has been approved by FEMA and will be advertised and awarded as quickly as possible.

Community Development Director Susan Hartman shared that the Residential Landscape Plans are now on the Town website; CDD is processing a Use Permit for a 72-unit multifamily complex; St. Thomas More has applied to rebuild their Parish Hall; the plans for the Animal Shelter expansion are in review; CDD has received the building plans for the Phase 2 conversion of the Feather River Retirement Facility for another 57-units; and have received plans for a new deli infill.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Bolin adjourned the meeting at 8:28 p.m.

Date approved:

By:

Attest:

Greg Bolin, Mayor

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
July 1, 2023 - July 31, 2023



CASH DISBURSEMENTS REPORT
July 1, 2023 - July 31, 2023

Check Date	Pay Period End	Description	Amount	Total
7/7/2023	7/2/2023	Net Payroll - Direct Deposits and Checks	\$ 219,590.91	
7/21/2023	7/16/2023	Net Payroll - Direct Deposits and Checks	<u>217,170.54</u>	
				\$ 436,761.45
Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	2,481,667.97	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$ 2,070,298.55</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>4,551,966.52</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 4,988,727.97</u></u>

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

APPROVED BY: _____
 Jim Goodwin - Town Manager

Payment Register

From Payment Date: 7/1/2023 - To Payment Date: 7/31/2023

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>									
83827	07/05/2023	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$781.25		
83828	07/05/2023	Open			Accounts Payable	SBA Monarch Towers III LLC	\$173.16		
83829	07/10/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$2,587.08		
83830	07/10/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$634.26		
83831	07/10/2023	Open			Accounts Payable	Aflac	\$57.98		
83832	07/10/2023	Open			Accounts Payable	Met Life	\$12,355.98		
83833	07/10/2023	Open			Accounts Payable	OPERATING ENGINEERS	\$1,071.00		
83834	07/10/2023	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,907.86		
83835	07/10/2023	Open			Accounts Payable	SUN LIFE INSURANCE	\$7,140.29		
83836	07/10/2023	Open			Accounts Payable	SUPERIOR VISION SVC INC	\$907.16		
83837	07/10/2023	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$90.00		
83838	07/13/2023	Open			Accounts Payable	3 CORE, INC.	\$5,500.00		
83839	07/13/2023	Open			Accounts Payable	ABILITY USA	\$276.00		
83840	07/13/2023	Open			Accounts Payable	ACCELA, INC.	\$118,656.00		
83841	07/13/2023	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$2,284.68		
83842	07/13/2023	Open			Accounts Payable	ALLIANT INSURANCE	\$30,919.00		
83843	07/13/2023	Open			Accounts Payable	Alvies, Sheris	\$54.04		
83844	07/13/2023	Open			Accounts Payable	American Dream Construction, Inc	\$25,590.00		
83845	07/13/2023	Open			Accounts Payable	AT&T MOBILITY	\$192.60		
83846	07/13/2023	Open			Accounts Payable	Aviat U.S., Inc.	\$36,686.00		
83847	07/13/2023	Open			Accounts Payable	BUTTE CO RECORDER	\$554.00		
83848	07/13/2023	Voided	Incorrect Amount	07/26/2023	Accounts Payable	Butte County Construction Inc	\$42,454.00		
83849	07/13/2023	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$747.10		
83850	07/13/2023	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$1,268.10		
83851	07/13/2023	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$772.00		
83852	07/13/2023	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$5,723.53		
83853	07/13/2023	Open			Accounts Payable	Chico State Enterprises	\$150.00		
83854	07/13/2023	Open			Accounts Payable	CivicPlus, LLC	\$18,036.09		
83855	07/13/2023	Open			Accounts Payable	COMCAST CABLE	\$148.40		
83856	07/13/2023	Open			Accounts Payable	Cordico Psychological Corporation	\$500.00		
83857	07/13/2023	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$375.11		
83858	07/13/2023	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$918.00		
83859	07/13/2023	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$406.13		
83860	07/13/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$53.57		
83861	07/13/2023	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
83862	07/13/2023	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,853.00		
83863	07/13/2023	Open			Accounts Payable	Herc Rentals Inc.	\$910.67		
83864	07/13/2023	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$600.00		
83865	07/13/2023	Voided	Project Cancelled	07/26/2023	Accounts Payable	Hope Crisis Response Network, Inc	\$12,865.00		
83866	07/13/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$30,000.00		
83867	07/13/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$20,000.00		
83868	07/13/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$20,000.00		

Payment Register

From Payment Date: 7/1/2023 - To Payment Date: 7/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
83869	07/13/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$900.00		
83870	07/13/2023	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$11,894.19		
83871	07/13/2023	Open			Accounts Payable	J.J.R. Enterprises Inc	\$1,208.36		
83872	07/13/2023	Open			Accounts Payable	Jennifer Arbuckle	\$4,375.00		
83873	07/13/2023	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$186.65		
83874	07/13/2023	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$755.32		
83875	07/13/2023	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$49,067.50		
83876	07/13/2023	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		
83877	07/13/2023	Open			Accounts Payable	KP Research Services, Inc.	\$2,088.74		
83878	07/13/2023	Open			Accounts Payable	Law Office of Gregory P. Einhorn	\$860.00		
83879	07/13/2023	Open			Accounts Payable	LEAGUE OF CALIFORNIA CITIES	\$1,950.00		
83880	07/13/2023	Open			Accounts Payable	LIFE ASSIST INC	\$999.33		
83881	07/13/2023	Open			Accounts Payable	Look Ahead Veterinary Services	\$847.65		
83882	07/13/2023	Open			Accounts Payable	Mark Thomas & Company Inc	\$1,071.99		
83883	07/13/2023	Open			Accounts Payable	Mark Thomas & Company Inc	\$8,179.42		
83884	07/13/2023	Open			Accounts Payable	Mark Thomas & Company Inc	\$29,725.53		
83885	07/13/2023	Open			Accounts Payable	McGuire Pacific Constructors	\$7,466.82		
83886	07/13/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$508.00		
83887	07/13/2023	Open			Accounts Payable	MOTOROLA	\$409,711.00		
83888	07/13/2023	Open			Accounts Payable	North State Tire Co. Inc.	\$498.75		
83889	07/13/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$97.17		
83890	07/13/2023	Open			Accounts Payable	OROVILLE FORD	\$86.75		
83891	07/13/2023	Open			Accounts Payable	Oroville Tow & Salvage	\$840.00		
83892	07/13/2023	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$569.77		
83893	07/13/2023	Open			Accounts Payable	Peters, Habib, McKenna, Juhl- Rhodes & Cardoza, LLP	\$8,518.00		
83894	07/13/2023	Open			Accounts Payable	Powell-Hanley, Laura	\$10,393.73		
83895	07/13/2023	Open			Accounts Payable	Psomas	\$70,056.61		
83896	07/13/2023	Open			Accounts Payable	Psomas	\$3,038.65		
83897	07/13/2023	Open			Accounts Payable	Psomas	\$1,970.15		
83898	07/13/2023	Open			Accounts Payable	RE CONSTRUCTION	\$1,800.00		
83899	07/13/2023	Open			Accounts Payable	RE CONSTRUCTION	\$3,696.50		
83900	07/13/2023	Open			Accounts Payable	RENTAL GUYS - CHICO	\$218.12		
83901	07/13/2023	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$507.83		
83902	07/13/2023	Open			Accounts Payable	RUNKLE, DOUG	\$21.11		
83903	07/13/2023	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$100.00		
83904	07/13/2023	Voided	Incorrect Vendor	07/19/2023	Accounts Payable	Shoemaker, Khrystie	\$28.08		
83905	07/13/2023	Open			Accounts Payable	Spherion Staffing	\$4,266.00		
83906	07/13/2023	Open			Accounts Payable	Stratton Appraisals	\$800.00		
83907	07/13/2023	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$8,111.75		
83908	07/13/2023	Open			Accounts Payable	T MOBILE USA, INC.	\$1,577.55		
83909	07/13/2023	Open			Accounts Payable	Tahoe Pure Water Co.	\$90.00		
83910	07/13/2023	Open			Accounts Payable	The Estate of Kelly De La Mater	\$27.97		
83911	07/13/2023	Open			Accounts Payable	The Ferguson Group	\$5,000.00		
83912	07/13/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$366.74		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
83913	07/13/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$23.92		
83914	07/13/2023	Open			Accounts Payable	THRIFTY ROOTER	\$265.00		
83915	07/13/2023	Open			Accounts Payable	Tri Flame Propane	\$78.67		
83916	07/13/2023	Open			Accounts Payable	TRUEPOINT SOLUTIONS, LLC	\$375.00		
83917	07/13/2023	Open			Accounts Payable	VistaNet Inc.	\$815.05		
83918	07/13/2023	Open			Accounts Payable	Wanco, Inc.	\$1,499.00		
83919	07/13/2023	Open			Accounts Payable	Wayne A. Murphy General Contractor	\$14,800.00		
83920	07/13/2023	Open			Accounts Payable	White Glove Cleaning Svc Inc, Theresa Contreras	\$3,650.00		
83921	07/13/2023	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	\$700.00		
83922	07/13/2023	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$475.93		
83923	07/13/2023	Open			Accounts Payable	YOWZERS.COM	\$43.10		
83924	07/25/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$2,587.08		
83925	07/25/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$634.26		
83926	07/27/2023	Open			Accounts Payable	4LEAF, Inc	\$18,793.00		
83927	07/27/2023	Open			Accounts Payable	ACCELA, INC.	\$1,695.00		
83928	07/27/2023	Open			Accounts Payable	ACCELA, INC.	\$1,695.00		
83929	07/27/2023	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$164.23		
83930	07/27/2023	Open			Accounts Payable	Adams Ashby Group, Inc.	\$7,520.00		
83931	07/27/2023	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$10.27		
83932	07/27/2023	Open			Accounts Payable	Alekseev, Nadia	\$50.96		
83933	07/27/2023	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.47		
83934	07/27/2023	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$760.72		
83935	07/27/2023	Open			Accounts Payable	AT&T MOBILITY	\$85.60		
83936	07/27/2023	Open			Accounts Payable	AT&T MOBILITY	\$89.46		
83937	07/27/2023	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$196.20		
83938	07/27/2023	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$22.92		
83939	07/27/2023	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,056.58		
83940	07/27/2023	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$24.12		
83941	07/27/2023	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,053.16		
83942	07/27/2023	Open			Accounts Payable	Azco Supply Inc	\$242.44		
83943	07/27/2023	Open			Accounts Payable	Baker Tilly US, LLP	\$2,700.00		
83944	07/27/2023	Open			Accounts Payable	Ball, Anthony	\$227.47		
83945	07/27/2023	Open			Accounts Payable	Bear Electrical Systems, Inc	\$1,520.00		
83946	07/27/2023	Open			Accounts Payable	Big O Tires	\$204.95		
83947	07/27/2023	Open			Accounts Payable	Biometrics4ALL, Inc	\$32.25		
83948	07/27/2023	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$6,211.42		
83949	07/27/2023	Open			Accounts Payable	Bug Smart	\$83.00		
83950	07/27/2023	Open			Accounts Payable	BUTTE COMMUNITY COLLEGE	\$250.00		
83951	07/27/2023	Open			Accounts Payable	Butte County Construction Inc	\$42,454.00		
83952	07/27/2023	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,017.00		
83953	07/27/2023	Open			Accounts Payable	Cole Huber LLP	\$846.00		
83954	07/27/2023	Open			Accounts Payable	COMCAST CABLE	\$401.40		
83955	07/27/2023	Open			Accounts Payable	COMCAST CABLE	\$406.40		

Payment Register

From Payment Date: 7/1/2023 - To Payment Date: 7/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
83956	07/27/2023	Open			Accounts Payable	COMCAST CABLE	\$421.40		
83957	07/27/2023	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$781.25		
83958	07/27/2023	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$27,935.00		
83959	07/27/2023	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$6,322.50		
83960	07/27/2023	Open			Accounts Payable	Dobrich Septic Service, Inc.	\$815.85		
83961	07/27/2023	Open			Accounts Payable	Gentile, Caitlyn	\$225.00		
83962	07/27/2023	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$290.94		
83963	07/27/2023	Open			Accounts Payable	Habitat for Humanity of Butte County	\$901.93		
83964	07/27/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$25,000.00		
83965	07/27/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$18,083.00		
83966	07/27/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$15,000.00		
83967	07/27/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$25,000.00		
83968	07/27/2023	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$2,590.00		
83969	07/27/2023	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$507.02		
83970	07/27/2023	Open			Accounts Payable	James Metroka	\$68.90		
83971	07/27/2023	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$566.60		
83972	07/27/2023	Open			Accounts Payable	Jones Hall, A Professional Law Corporation	\$8,275.00		
83973	07/27/2023	Open			Accounts Payable	KP Research Services, Inc.	\$1,500.00		
83974	07/27/2023	Open			Accounts Payable	LEFTA Systems	\$1,000.00		
83975	07/27/2023	Open			Accounts Payable	LIEBERT CASSIDY WHITMORE	\$4,660.00		
83976	07/27/2023	Open			Accounts Payable	Look Ahead Veterinary Services	\$786.00		
83977	07/27/2023	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$1,400.00		
83978	07/27/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
83979	07/27/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
83980	07/27/2023	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$254.66		
83981	07/27/2023	Open			Accounts Payable	NCCSIF TREASURER	\$369,727.00		
83982	07/27/2023	Open			Accounts Payable	NCCSIF TREASURER	\$54,584.75		
83983	07/27/2023	Open			Accounts Payable	NetFile, Inc.	\$3,750.00		
83984	07/27/2023	Open			Accounts Payable	NORMAC INC	\$16.50		
83985	07/27/2023	Open			Accounts Payable	Northern California Glove & Safety	\$109.25		
83986	07/27/2023	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$11,490.31		
83987	07/27/2023	Open			Accounts Payable	NORTHSTAR	\$266.50		
83988	07/27/2023	Open			Accounts Payable	NORTHSTAR	\$172.50		
83989	07/27/2023	Open			Accounts Payable	NORTHSTAR	\$922.00		
83990	07/27/2023	Open			Accounts Payable	NORTHSTAR	\$626.25		
83991	07/27/2023	Open			Accounts Payable	NORTHSTAR	\$1,317.00		
83992	07/27/2023	Open			Accounts Payable	NORTHSTAR	\$282.00		
83993	07/27/2023	Open			Accounts Payable	NORTHSTAR	\$658.00		
83994	07/27/2023	Open			Accounts Payable	NORTHSTAR	\$188.00		
83995	07/27/2023	Open			Accounts Payable	NV5, Inc.	\$10,666.33		
83996	07/27/2023	Open			Accounts Payable	NV5, Inc.	\$3,614.12		
83997	07/27/2023	Open			Accounts Payable	NV5, Inc.	\$4,113.24		
83998	07/27/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$956.42		
83999	07/27/2023	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$426.68		
84000	07/27/2023	Open			Accounts Payable	OROVILLE FORD	\$103.39		
84001	07/27/2023	Open			Accounts Payable	Oroville Tow & Salvage	\$1,050.00		
84002	07/27/2023	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$16,962.49		

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From Payment Date: 7/1/2023 - To Payment Date: 7/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84003	07/27/2023	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$300.00		
84004	07/27/2023	Open			Accounts Payable	PETTY CASH, CHRISTINA SHOEMAKER	\$28.08		
84005	07/27/2023	Open			Accounts Payable	R B SPENCER INC	\$128.49		
84006	07/27/2023	Open			Accounts Payable	RENTAL GUYS - CHICO	\$108.25		
84007	07/27/2023	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$647.29		
84008	07/27/2023	Open			Accounts Payable	Russel Nelson	\$120.65		
84009	07/27/2023	Open			Accounts Payable	Shane Heinke	\$298.67		
84010	07/27/2023	Open			Accounts Payable	Spherion Staffing	\$4,780.35		
84011	07/27/2023	Open			Accounts Payable	Stratti	\$31,863.09		
84012	07/27/2023	Open			Accounts Payable	Stratton Appraisals	\$400.00		
84013	07/27/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$347.86		
84014	07/27/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$33.52		
84015	07/27/2023	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$90.00		
84016	07/27/2023	Open			Accounts Payable	Vantage Point Title, Inc.	\$47,378.00		
84017	07/27/2023	Open			Accounts Payable	VERIZON WIRELESS	\$342.09		
84018	07/27/2023	Open			Accounts Payable	VERIZON WIRELESS	\$1,162.65		
84019	07/27/2023	Open			Accounts Payable	Westlake Ace Hardware	\$44.56		
84020	07/27/2023	Open			Accounts Payable	White Glove Cleaning Svc Inc, Theresa Contreras	\$1,960.00		
84021	07/27/2023	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	\$250.00		
84022	07/27/2023	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$2,732.06		
Type Check Totals:									
EFT									
1445	07/06/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$56,708.74		
1446	07/06/2023	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,619.56		
1447	07/06/2023	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$8,900.76		
1448	07/06/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$37,917.17		
1449	07/10/2023	Open			Accounts Payable	CALPERS	\$152,794.35		
1450	07/20/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$2,069,041.00		
1451	07/20/2023	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,361.42		
1452	07/20/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$37,169.62		
1453	07/25/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$59,131.64		
1454	07/25/2023	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$9,050.76		
Type EFT Totals:									
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	193	\$2,044,924.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	3	\$55,347.08	\$0.00
	Total	196	\$2,100,271.50	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$2,451,695.02	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 7/1/2023 - To Payment Date: 7/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		0	\$0.00	\$0.00
					Total		10	\$2,451,695.02	\$0.00
Grand Totals:									
		All	Status	Count		Transaction Amount		Reconciled Amount	
			Open	203		\$4,496,619.44		\$0.00	
			Reconciled	0		\$0.00		\$0.00	
			Voided	3		\$55,347.08		\$0.00	
			Total	206		\$4,551,966.52		\$0.00	
		Checks	Status	Count		Transaction Amount		Reconciled Amount	
			Open	193		\$2,044,924.42		\$0.00	
			Reconciled	0		\$0.00		\$0.00	
			Voided	3		\$55,347.08		\$0.00	
			Total	196		\$2,100,271.50		\$0.00	
		EFTs	Status	Count		Transaction Amount		Reconciled Amount	
			Open	10		\$2,451,695.02		\$0.00	
			Reconciled	0		\$0.00		\$0.00	
			Voided	0		\$0.00		\$0.00	
			Total	10		\$2,451,695.02		\$0.00	
		All	Status	Count		Transaction Amount		Reconciled Amount	
			Open	203		\$4,496,619.44		\$0.00	
			Reconciled	0		\$0.00		\$0.00	
			Voided	3		\$55,347.08		\$0.00	
			Total	206		\$4,551,966.52		\$0.00	



Town of Paradise
Council Agenda Summary
Date: August 8, 2023

Agenda Item: 6(a)

ORIGINATED BY: Marc Mattox, Public Works Director & Town Engineer
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Paradise Sewer Project – Inter-Municipal Agreement
LONG TERM RECOVERY PLAN: Yes, Tier 1 “Sewer”

COUNCIL ACTION REQUESTED:

- a) Consider reviewing and approving the initial Paradise Sewer Project Rate Study for the purposes of completing the Town’s Financial Assistance Application to The State Water Resources Control Board; and
- b) Conceptually approve plans to dedicate necessary Operations & Maintenance Financing Assistance (\$6,460,000) to ensure ongoing sustainability of the Paradise Sewer Project contingent upon securing full project capital funding; or
- c) Provide alternative action (ROLL CALL VOTE)

Background:

Since its incorporation in 1979, the Town has sought a formal wastewater treatment solution for the community, with service for commercial and densely populated residential areas being a priority. Failed and failing septic systems create public health and environmental concerns and have limited economic growth. Prior to the Camp Fire, which almost completely destroyed the town in 2018, Paradise was the largest unsewered community in California. The Town has prepared numerous studies to address its need for a centralized wastewater treatment solution, and in its most recent study, the Town identified a proposed sewer service area. The proposed sewer service area includes the Town’s commercial corridors, and as described in the 2017 feasibility study, it represented the area that had the most septic systems that had failed or were projected to fail by 2022.

The Paradise Sewer Project consists of three primary components: Core Collection System, Export Pipeline System, and Extended Collection System. The Core Collection System would support the centralized businesses and housing in Town, including approximately 1,500 parcels along the Skyway, Clark Road, and Pearson Road corridors. The proposed Export Pipeline System would start at the southern end of the Core Collection System as a gravity sewer line and would continue southwest approximately 18 miles to the City of Chico for connection to the Chico Water Pollution Control Plant. Other than the Town of Paradise flow, no other connections will be allowed to the export pipeline. The Extended Collection System would be an extension of the Core Collection System that would allow collection of sewage from parcels outside the Core Collection System, but within the Town limits.

The Project's Final Programmatic Environmental Impact Report (Final PEIR) assessed the potential environmental impacts of the proposed Project on the physical, human, and natural environment. A wide variety of resource areas were studied to identify potential impacts, including aesthetics, agriculture and forestry resources, air quality and greenhouse gas emissions, biological resources, cultural resources, energy, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, wildfire, and additional topics as required by the CEQA Guidelines including significant irreversible environmental changes, growth inducement, cumulative impacts, and alternatives. Measures to avoid, minimize, and mitigate any potential adverse impacts were identified and evaluated in the Draft PEIR.

The Town published the required documents for availability, distribution, and comments on the Draft PEIR, including a 45-day public review and comment period (July 14, 5pm, to August 29, 2022) and held three public meetings (August 8 (6:00pm), August 10 (12:30 and 6:00 pm), 2022). Responsible and trustee agencies, involved federal agencies, interest groups, and members of the public were invited to provide input on the Draft PEIR. Comments were submitted in person, at Town Hall and through www.paradisesewer.com. All input received was documented and addressed in the Final Programmatic Environmental Impact Report (FPEIR). A Public Hearing for the FPEIR was held on November 7, 2022 and was approved by the Paradise Town Council. A Notice of Determination was filed with the Butte County Recorder's Office with final certification complete on December 8, 2022.

The Paradise Sewer Project is the most critical project for the Town's long-term recovery from the 2018 Camp Fire by improving environmental quality and availability of affordable housing. The Town's ability to secure Construction grant funding will largely dictate project viability.

Town staff have been coordinating extensively with the State Water Resources Control Board relating to a one-time \$650 million allocation in the State Budget Act of 2022 for a Septic-to-Sewer Conversion Program. The program can allocate up to \$150,000 per connection converted.

On May 24, 2023, Paradise Town Council authorized the submission of a full capital funding request of \$182M from the State Water Resources Control Board.

As a component of the Town's funding application, the Division of Financial Assistance of the State Water Resources Control Board has requested the Town submit a Draft Rate Study before its funding request to be considered complete.

Analysis:

The Town of Paradise, utilizing its partnership with HDR, Inc., has prepared a Draft Rate Study relating to the Paradise Sewer Project. The Rate Study, attached to this agenda summary, includes an analysis of all of the components which are necessary to evaluate the costs of utility operation and the necessary revenues required to support it. The Rate Study also doubles as a funding strategy analysis tool which evaluates the project funding feasibility based on capital grant funding secured by the Town.

As shown in the Rate Study, the Project is critically dependent upon securing full capital funding for the project. Due to varying levels of Camp Fire recovery and the projected rate paying customer base, a concept of Operations & Maintenance Financing Assistance is introduced. This program would require the Town of Paradise to invest its own resources for the utility's sustainability. By leveraging these funds, monthly rates for the connected rate payers could stay within the upper end of market standards.

Financial Impact:

To date, all project costs within the prior three years have been secured through various grants with \$30 million secured for anticipated design and right of way phases. Further the Town of Paradise has pledged an additional \$15 million of Disaster Recovery Infrastructure funding to the construction phase of the project.

As noted, the Town of Paradise is seeking additional grant funding for project construction and has presented a potential rate structure of various funding support levels from state and federal entities.

The Council is being requested to conceptually approve both the Rate Study and O&M Financing Assistance. The Rate Study would establish potential average rates near \$85.66/month (lower for single family, higher for increased density/use). The O&M Financing Assistance would establish an up-front operating reserve of \$1,200,000 and commit \$526,000 annually for the first ten years of the utility's operation. This total commitment is estimated to be \$6,460,000. The source of these funds is recommended to be the Town's 10% Reserve (\$22,000,000) of the Paradise Recovery & Operations Fund. Without a commitment of this type of concept or support, it is unlikely ultimate grant funding would be approved.



Funding and Rate Analysis

Technical Memorandum #15

Paradise Sewer Project

July 27, 2023

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1. Introduction

The Town of Paradise (Town) is implementing the Paradise Sewer Project (Project), which involves identifying and implementing a long-term solution for collection, treatment, and reuse/disposal of its wastewater. HDR is under contract to assist the Town with the first two phases of the Project—final selection of a wastewater alternative (Phase 1), and preparation of an Environmental Impact Report (EIR) covering the selected alternative (Phase 2). This technical memorandum (TM) is part of the Phase 2 effort.

The Town does not currently have a sewer utility. Upon completion of construction of the Project, it is anticipated that a new Town Sewer Department will operate and maintain the sewer system, which will consist of a new collection system within the Town, and an export pipeline from the Town to the Chico Water Pollution Control Plant (WPCP). In addition to the Town’s costs associated with operating and maintaining the sewer system, the Town will also pay the City of Chico monthly rates to fund wastewater treatment costs at the Chico WPCP associated with the Town’s discharge.

This report presents a preliminary funding and rate analysis for the development and feasibility of the Town’s proposed Sewer Department. The analysis evaluates nine different funding scenarios and their respective impacts to customers through monthly sewer rates. HDR used the Town’s estimated administrative and operating costs and long-term debt assumptions as well as potential grant revenues to develop the theoretical cost to the Town’s sewer customers (i.e., monthly sewer rates). The calculated monthly sewer rate affordability was evaluated to determine the funding needs to maintain affordable monthly sewer rates.

2. Analysis Scenarios

The Town currently has \$46M available to fund the Paradise Sewer Project through grants from the federal Community Development Block Grant Disaster Recovery (CDBG-DR) program funded by the U.S. Department of Housing and Urban Development (HUD) and administered by the California Department of Housing and Community Development (HCD), termed the “\$46M HCD grant.” At the time of this writing, the Town is also pursuing a grant from the California State Water Resources Control Board (SWRCB) through its \$650M “Septic to Sewer” program, which was funded from the state Budget Act of 2021 – Wastewater Infrastructure Appropriation. The Town will also likely pursue available grants from other state and federal agencies. Given these facts, and the \$228M total capital cost of the Project, the following nine scenarios were developed to span the range from no grant funding to fully grant funded:

- Scenario 1: No Grant Funding, \$228M Financed
- Scenario 2: \$46M HCD grant, \$25M SWRCB/Other grants, \$157M Financed
- Scenario 3: \$46M HCD grant, \$50M SWRCB/Other grants, \$132M Financed
- Scenario 4: \$46M HCD grant, \$75M SWRCB/Other grants, \$107M Financed
- Scenario 5: \$46M HCD grant, \$100M SWRCB/Other grants, \$82M Financed

- Scenario 6: \$46M HCD grant, \$125M SWRCB/Other grants, \$57M Financed
- Scenario 7: \$46M HCD grant, \$150M SWRCB/Other grants, \$32M Financed
- Scenario 8: \$46M HCD grant, \$175M SWRCB/Other, \$7M Financed
- Scenario 9: Full Grant Funding, \$46M HCD grant, \$182M SWRCB/Other grants

The effective implementation of the Town's new sewer system is dependent on the Town obtaining sufficient grant funding such that the resulting monthly sewer rates are within an affordable range. This financial analysis uses estimated operating and administrative expenses to determine if, with a certain level of grant funding, the rates are affordable for customers on the new sewer system.

3. Key Assumptions

The following key assumptions were used in the analysis.

3.1 Escalation

Year-on-year escalation factors were developed based on historical inflation costs and general industry trends and ranged from 3.0 to 6.0% annually for the various expense categories. The escalation factors were then applied to the assumed O&M expenses (as discussed below in detail) to project future O&M expenses from 2027 to 2036. Note that the power and other miscellaneous O&M expenses were originally estimated in 2022 dollars, and the estimated salaries, which were compared to City of Chico salaries, were estimated in 2023 dollars.

3.2 Annual Expenses

The annual expenses for the Town to operate the sewer system were divided into three categories: staffing expenses, power expenses, and other O&M expenses. In the Phase 1 work for the Town, HDR estimated staffing levels, power consumption, and miscellaneous operation and maintenance (O&M) expenses (Tech Memo #3—Evaluation of Collection System, www.paradisesewer.com). To evaluate the impact on customer monthly sewer rates, the next step in the funding and rate analysis was to project these annual expenses based on the escalation factors mentioned previously over the 30-year period.

3.2.1 Staffing Expenses

The estimated staffing levels (see Table 1) are based on the assumed number of full-time equivalent staff (FTEs) employed by the Town each year and assigned to the sewer department.

Table 1 Staffing Levels (FTEs)										
Positions	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
General Manager (\$185k)	0	0	0	0	0	0	0	0	0	0
Administrative Assistant (\$70k)	0	0	0	0	1	1	1	1	1	1
Half-Time Administrative Assistant (\$35k)	0	0	0	0	0	0	0	0	0	0
Accountant I/II (\$110k)	0.5	0.5	0.5	0.5	1	0.5	0.5	0.5	0.5	0.5
Operations Manager (\$130k)	1	1	1	1	1	1	1	1	1	1
Sr. Maintenance Worker (\$90k)	2	2	2	2	2	2	2	2	2	2
Maintenance Worker I/II (\$75k)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5

As a point of reference, Table 1 provides a phasing-in of staff as the Town’s sewer system matures and additional customers connect. Initially, Town Public Works staff (e.g., General Manager, Administrative Assistants) will manage the sewer system as part of their other duties. For these staff, no costs have been assumed initially for the sewer system.

Given the staffing levels, estimated salaries (including benefits) were projected over the 10-year time period. The salary escalation factor (6.0% annually) was used to model inflation on these salaries. Provided below in Table 2 is a summary of the annual salary expenses over the initial 10-year period.

Table 2 Annual Staffing O&M Expense Projection (\$000's)										
Positions	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
General Manager	0	0	0	0	0	0	0	0	0	0
Administrative Assistant	0	0	0	0	112	118	125	133	141	149
P/T (20 hours) Administrative Assistant	0	0	0	0	0	0	0	0	0	0
Accountant I/II	69	74	78	83	88	93	98	104	111	117
Operations Manager	164	174	184	195	207	220	233	247	262	277
Sr. Maintenance Worker	227	241	255	271	287	304	322	342	362	384
Maintenance Worker I/II	47	50	53	56	60	63	67	71	75	80
Total Staffing O&M Expenses	508	539	571	605	753	798	846	897	951	1,008

It should be noted that this memorandum estimates the most conservative approach to staff the Town’s utility—fully staffing with Town employees. There are alternative or hybrid models of providing this labor, either through contract operations with a private entity or contracted support from nearby public entities. These options will be evaluated as work continues on establishing the Town’s sewer department.

3.2.2 Power Expenses

The estimated power expenses are based on the assumption that there will be a phased-in usage (i.e., wastewater flows) of the system; that is, as time passes, more customers will connect and more energy will be used by the pump stations to move the wastewater to the Chico WPCP. The total estimated cost of the pump stations was projected out by the utilities’ escalation factor (4.0%

annually) to account for inflation and was then allocated by the percentage of usage that is expected in the given year to account for the number of customers using the system, and resulting wastewater flows at that time. Table 3 provides a summary of the projected power expenses.

Table 3 Annual Power O&M Expense Projection (\$)										
Positions	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Collector PS 10-50 GPM	11,212	12,675	14,236	15,902	17,679	19,572	21,589	23,736	26,019	28,448
Collector PS 100-180 GPM	934	1,056	1,186	1,325	1,473	1,631	1,799	1,978	2,168	2,371
Trunk PS 10-50 GPM	2,492	2,817	3,164	3,534	3,929	4,349	4,798	5,275	5,782	6,322
Trunk PS 100-180 GPM	934	1,056	1,186	1,325	1,473	1,631	1,799	1,978	2,168	2,371
Trunk PS 180-360 GPM	6,230	7,043	7,910	8,836	9,823	10,876	11,996	13,189	14,458	15,807
Trunk PS 350-750 GPM	0	0	0	0	0	0	0	0	0	0
TOTAL POWER O&M EXPENSES	21,803	24,647	27,683	30,923	34,378	38,059	41,981	46,155	50,596	55,318

3.2.3 Other O&M Expenses

The Other O&M expenses consist of a variety of items, including equipment repair and maintenance, sewer cleaning costs, building use, and IT support. Similar to the power expenses, the Other O&M Expenses reflect a ramping up of costs over the studied time period (see Table 4 below). The Other O&M expenses were escalated using the miscellaneous escalation factor (3.0% annually) and then scaled by the phased use factor to reflect the timing of customer connecting and resulting wastewater flows.

Table 4 Other O&M Expenses Based on Phased Use (\$)										
Expense Categories	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Miscellaneous PS Repairs	2,666	2,985	3,321	3,674	4,045	4,435	4,845	5,275	5,727	6,202
Annual Maintenance	13,332	14,926	16,603	18,368	20,224	22,175	24,224	26,377	28,636	31,008
Sewer Cleaning Hauling (Vactor)	26,853	30,046	33,407	36,943	40,661	44,569	48,674	52,986	57,513	62,016
Building Cost	0	0	0	0	0	0	0	0	0	0
IT Support	13,911	14,329	14,758	15,201	15,657	16,127	16,611	17,109	17,622	18,151
Planning	7,999	8,955	9,962	11,021	12,134	13,305	14,534	15,826	17,182	18,605
Miscellaneous Expenses	2,666	2,985	3,321	3,674	4,045	4,435	4,845	5,275	5,727	6,202
Total Other O&M Expenses	67,427	74,226	81,373	88,881	96,766	105,045	113,733	122,848	132,408	142,183

Table 5 below summarizes the total projected annual O&M expenses for the projected years of 2027-2036.

Table 5 Summary of Annual Operating Expenses				
Year	Staffing	Power	Other O&M	Total Expenses
2027	\$508,147	\$21,803	\$67,427	\$597,377
2028	\$538,636	\$24,647	\$74,226	\$637,509
2029	\$570,954	\$27,683	\$81,373	\$680,009
2030	\$605,211	\$30,923	\$88,881	\$725,015
2031	\$753,093	\$34,378	\$96,766	\$884,237
2032	\$798,279	\$38,059	\$105,045	\$941,383
2033	\$846,176	\$41,981	\$113,733	\$1,001,890
2034	\$896,946	\$46,155	\$122,848	\$1,065,949
2035	\$950,763	\$50,596	\$132,408	\$1,133,766
2036	\$1,007,809	\$55,318	\$142,183	\$1,205,310

4. Debt Financing Assumptions

As noted in Section 2, alternative scenarios were developed to reflect the funding needs for the Town based on the level of grant funding. This section presents a summary of each of the nine debt scenarios (see Table 6 below). The debt terms were held constant for each of the scenarios, 20 years, and 2.5% interest.

Table 6 Summary of Debt Financing Scenarios			
Debt Financing Scenario	HCD Grant	SWRCB Grant and Other Grant Funding Sources	Debt Financed
1	\$0	\$0	\$228M
2	\$46M	\$25M	\$157M
3	\$46M	\$50M	\$132M
4	\$46M	\$75M	\$107M
5	\$46M	\$100M	\$82M
6	\$46M	\$125M	\$57M
7	\$46M	\$150M	\$32M
8	\$46M	\$175M	\$7M
9	\$46M	\$182M	\$0

As shown in Table 6, the funding scenarios range from no funding to full funding with options to partially finance in between. As the grant funding increases, the amount the Town has to finance decreases, and therefore lowers the annual debt service cost and makes the system more affordable to customers connecting to it.

As shown in Table 7 below, the resulting annual debt service costs range from \$14.6 million to \$0, depending on the amount borrowed.

Table 7 Summary of Annual Debt Service Cost			
Scenarios	Term (yrs)	Interest (%)	Annual Debt Cost (\$/year)
Scenario 1 - No Grant Funding - 100% Financed (\$228M)	20	2.50%	\$14,625,545
Scenario 2 - \$46M HCD Grant - \$25M SWRCB/Other Grants - \$157M Financed	20	2.50%	\$10,071,099
Scenario 3 - \$46M HCD Grant - \$50M SWRCB/Other Grants - \$132M Financed	20	2.50%	\$8,467,421
Scenario 4 - \$46M HCD Grant - \$75M SWRCB/Other Grants - \$107M Financed	20	2.50%	\$6,863,743
Scenario 5 - \$46M HCD Grant - \$100M SWRCB/Other Grants - \$82M Financed	20	2.50%	\$5,260,065
Scenario 6 - \$46M HCD Grant - \$125M SWRCB/Other Grants - \$57M Financed	20	2.50%	\$3,656,386
Scenario 7 - \$46M HCD Grant - \$150M SWRCB/Other Grants - \$32M Financed	20	2.50%	\$2,052,708
Scenario 8 - \$46M HCD Grants - \$175M SWRCB/Other Grants - \$7M Financed	20	2.50%	\$449,030
Scenario 9 - Full Grant Funding - \$46M HCD Grants - \$182M SWRCB/Other Grants	20	2.50%	\$0

4.1 Rate Summary Analysis

Once the debt financing scenarios had been established, the next step of the funding analysis was to evaluate the impact of these funding scenarios on monthly sewer rates. The total monthly sewer rate that Town sewer users will pay consists of two components:

- Collection System/Export Pipeline:** The total revenue requirement for the collection system and export pipeline, which is comprised of the total O&M expenses and annual debt service costs detailed above, was totaled and divided by the number of estimated sewer connections present in a given year.
- Wastewater Treatment:** Because the Town will be using the City of Chico’s wastewater treatment facilities, an additional Chico monthly wastewater treatment rate must also be added. This monthly wastewater treatment rate will be set by the City of Chico and assessed on every sewer connection.

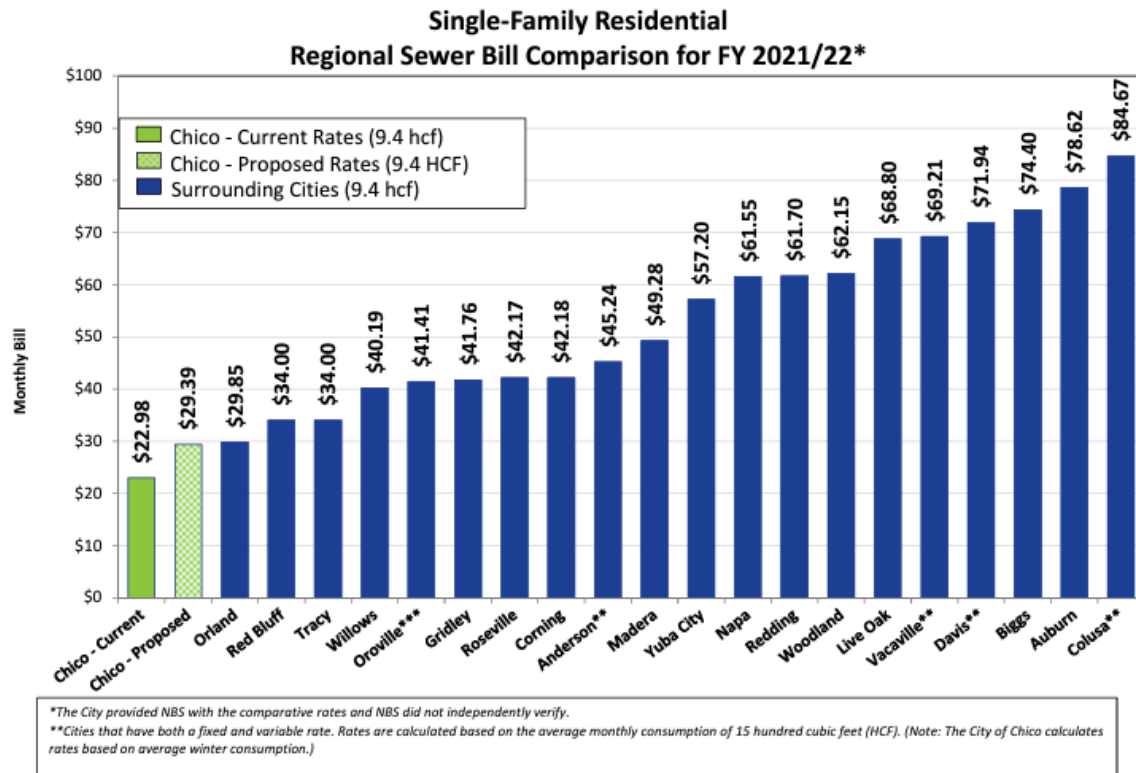
The sum of these two rates results is the total monthly user sewer rate. Table 8 summarizes the total monthly user rates projected out to 2036, given an estimated number of customers connecting in each year.

Table 8 Projected Monthly Sewer Rate (\$/Connection/Month) by Scenario										
Year	# Customers	1	2	3	4	5	6	7	8	9
2027	357	3,595.17	2,532.04	2,157.70	1,783.35	1,409.01	1,034.67	660.33	285.99	181.17
2028	374	3,443.84	2,429.04	2,071.71	1,714.38	1,357.06	999.73	642.41	285.08	185.03
2029	393	3,289.72	2,323.98	1,983.93	1,643.88	1,303.83	963.78	623.73	283.68	188.46
2030	413	3,142.97	2,223.99	1,900.41	1,576.83	1,253.24	929.66	606.08	282.49	191.89
2031	433	3,031.91	2,155.38	1,846.75	1,538.11	1,229.47	920.84	612.20	303.56	217.14
2032	455	2,899.46	2,065.31	1,771.60	1,477.89	1,184.17	890.46	596.74	303.03	220.79

Table 8 Projected Monthly Sewer Rate (\$/Connection/Month) by Scenario										
Year	# Cust-omers	1	2	3	4	5	6	7	8	9
2033	478	2,774.28	1,980.27	1,700.68	1,421.10	1,141.52	861.94	582.36	302.78	224.49
2034	502	2,656.15	1,900.10	1,633.89	1,367.67	1,101.46	835.24	569.03	302.81	228.27
2035	527	2,544.85	1,824.66	1,571.08	1,317.49	1,063.90	810.32	556.73	303.15	232.14
2036	553	2,440.05	1,753.73	1,512.06	1,270.40	1,028.74	787.07	545.41	\$303.75	\$236.08

4.2 Affordability

A key component of the analysis was to review and determine if the monthly sewer rates shown in Table 8 are affordable to the residents of the Town. Achieving affordability in a sector which benefits from economies of scale will continue to be a challenge for the Town due to the ongoing recovery from the 2018 Camp Fire. Market sewer rates can also be used as a helpful comparison tool to understand affordability in adjacent communities. In 2022, the City of Chico published a rate study for their wastewater collection and treatment rates. This rate study included a graphical comparison of comparable Northern California communities' single-family residential sewer rates, shown below:



A more common means of assessing affordability in the wastewater industry is to establish an affordability threshold equal to 2% of the median household income (MHI) of a community. This 2% affordability threshold is an industry-standard figure used by the U.S. Environmental Protection

Agency, the U.S. Department of Agriculture, and the California State Water Resources Control Board (SWRCB), among others.

The Town of Paradise has an estimated MHI of \$51,396/year, based on an average of American Community Survey data for the years 2017-2021

(<https://www.census.gov/quickfacts/fact/table/paradisetowncalifornia/POP060210>).

Using this MHI figure, the 2% threshold equates to \$1,027.92 annually, or \$85.66 per month. Using the \$85.66 per month as an affordability threshold, and reviewing the results in Table 6, it is apparent that the calculated sewer rates are not affordable even with the full grant funding Scenario 9 (\$173.43/month in 2027). It should be noted again, the \$85.66 monthly rate was assumed as an average rate across all types of connections, meaning it is likely single-family residential would be lower and other commercial uses would be higher. However, as demonstrated from the community comparison, a monthly rate in the \$80-\$90 range would be one of the highest rates regionally.

4.3 O&M Financing Assistance

As mentioned in the previous section, the calculated monthly sewer rates are not affordable given the current median household income in the Town. To bridge this gap, the Town would need to allocate additional funds (termed “O&M Financing Assistance”) to help cover enough of the annual O&M expenses to bring the monthly sewer rates down in the range of \$86/month. To calculate the necessary O&M Financing Assistance funds over the review period of 2027 through 2036, the median household income has been escalated by 6% per year to account for the assumed increase in salary costs in the analysis. Once this was done, the O&M Financing Assistance amount was calculated as the difference between the total user fees and the affordable rate for a given year. Table 9 below summarizes the necessary O&M Assistance funds to keep the rates affordable (at \$86/month in 2027) for Paradise customers.

Table 9									
O&M Financing Assistance Needed in \$ (assuming affordability threshold 2.0% of MHI) by Scenario									
Year	1	2	3	4	5	6	7	8	9
2027	15,034,726	10,480,280	8,876,602	7,272,924	5,669,245	4,065,567	2,461,889	858,211	409,181
2028	15,048,448	10,494,002	8,890,324	7,286,646	5,682,967	4,079,289	2,475,611	871,933	422,903
2029	15,060,435	10,505,989	8,902,311	7,298,632	5,694,954	4,091,276	2,487,598	883,920	434,890
2030	15,070,928	10,516,482	8,912,804	7,309,126	5,705,447	4,101,769	2,498,091	894,413	445,383
2031	15,191,911	10,637,464	9,033,786	7,430,108	5,826,430	4,222,752	2,619,073	1,015,395	566,365
2032	15,205,171	10,650,725	9,047,047	7,443,369	5,839,691	4,236,012	2,632,334	1,028,656	579,626
2033	15,216,264	10,661,818	9,058,139	7,454,461	5,850,783	4,247,105	2,643,427	1,039,748	590,718
2034	15,224,765	10,670,319	9,066,641	7,462,963	5,859,284	4,255,606	2,651,928	1,048,250	599,220
2035	15,230,203	10,675,757	9,072,079	7,468,401	5,864,723	4,261,044	2,657,366	1,053,688	604,658
2036	15,231,806	10,677,360	9,073,682	7,470,004	5,866,326	4,262,647	2,658,969	1,055,291	606,261
Total	151,514,658	105,970,197	89,933,415	73,896,632	57,859,850	41,823,068	25,786,286	9,749,504	5,259,205

As Table 9 details, the O&M Financing Assistance needed to make the rates affordable (averaged over the 10 years) ranges from \$15 million/year in Scenario 1 to \$409,000/year in Scenario 9 for

2027. As expected, the more grant funding the Town can secure, the less they would need to contribute to O&M Financing Assistance to make the rates affordable.

The Town is managing its own fiscal sustainability by prudently forecasting and monitoring its 2018 Camp Fire settlement proceeds. These Paradise Recovery & Operations funds have been assigned to long range financial operating expenses with a contingency reserve for potential use in capital projects or leveraging. The use of these contingency funds towards the Paradise Sewer Project O&M Financing Assistance is proposed to sustain the project and investments into the Town’s project and overall recovery. Therefore, the Town has established a threshold for O&M Financing Assistance for the sewer project of \$550,000/year (averaged over the first 10 years) as a figure that can be sustainably maintained without negatively impacting other recovery efforts.

Given this O&M Financing Assistance threshold of \$550,000/year, only Scenario 9, which averages \$526,000/year over the first 10 years, is considered feasible.

Table 10 contains an estimate of Scenario 9’s O&M Financing Assistance over a full 30 years until the estimated build-out of the sewer service area. Note that the figures peak in 2036 and then steadily drop to zero by 2048.

Table 10 O&M Financing Assistance Over 30 Years	
Year	Annual Amount (\$)
2027	409,181
2028	422,903
2029	434,890
2030	445,383
2031	566,365
2032	579,626
2033	590,718
2034	599,220
2035	604,658
2036	606,261
2037	602,911
2038	594,368
2039	579,466
2040	557,144
2041	526,199
2042	485,269
2043	432,815
2044	367,096
2045	286,147
2046	187,753
2047	69,415
2048	0

Table 10 O&M Financing Assistance Over 30 Years	
Year	Annual Amount (\$)
2049	0
2050	0
2051	0
2052	0
2053	0
2054	0
2055	0
2056	0
2057	0
TOTAL	9,947,788

Based on the above discussion, it is recommended that further analysis and projections are evaluated for Scenario 9 only, as the cost burden for the rate payers would be too great in the lower grant funded scenarios (summarized in Table 11).

Table 11 Conclusions on Nine Scenarios		
Scenarios	2036 Monthly Rate (no O&M Assistance)	Conclusion
Scenario 1 - No Grant Funding - 100% Financed (\$228M)	\$2,440.05	Infeasible
Scenario 2 - \$46M HCD Grant - \$25M SWRCB/Other Grants - \$157M Financed	\$1,753.73	Infeasible
Scenario 3 - \$46M HCD Grant - \$50M SWRCB/Other Grants - \$132M Financed	\$1,512.06	Infeasible
Scenario 4 - \$46M HCD Grant - \$75M SWRCB/Other Grants - \$107M Financed	\$1,270.40	Infeasible
Scenario 5 - \$46M HCD Grant - \$100M SWRCB/Other Grants - \$82M Financed	\$1,028.74	Infeasible
Scenario 6 - \$46M HCD Grant - \$125M SWRCB/Other Grants - \$57M Financed	\$787.07	Infeasible
Scenario 7 - \$46M HCD Grant - \$150M SWRCB/Other Grants - \$32M Financed	\$545.41	Infeasible
Scenario 8 - \$46M HCD Grants - \$175M SWRCB/Other Grants - \$7M Financed	\$303.75	Infeasible
Scenario 9 - Full Grant Funding - \$46M HCD Grants - \$182M SWRCB/Other Grants	\$236.08	Feasible, with O&M Financing Assistance

With the level of O&M Assistance shown in Table 10, the monthly sewer rates would simply increase by traditional actual cost values through fixed fee increases or Consumer Price Index increases, estimated below (Table 12).

Table 12 Total Monthly Sewer Rate in \$ (with O&M Financing Assistance)	
Year	Total Monthly Sewer Rate (\$/month)
2027	\$85.66
2028	\$90.80
2029	\$96.25
2030	\$102.02
2031	\$108.14
2032	\$114.63
2033	\$121.51
2034	\$128.80
2035	\$136.53
2036	\$144.72

4.4 Scenario 9 Full Grant Funding Analysis

To better prepare for utility sustainability, many factors need to be considered, including establishing a utility reserve fund, planning for variations in the rate of the Town’s recovery from the Camp Fire, and refining the pace of wastewater connections over time.

One key component of operating a fiscally-sustainable utility is to establish reserve funds, which allow a utility to weather variations in costs and income. Over time, the Town of Paradise will need to fund two reserves for its sewer utility:

- An Operating Reserve, recommended to be at least two years of Operating Expenses. The Operating Expenses over the first 10 years average \$887,000/year (Table 5).
- A Capital Replacement Reserve equal to 3% of net capital assets. These reserves are needed to replace facilities as they wear out. Since the Town’s entire sewer system will be brand new in 2027, replacements won’t be needed for some time and this reserve can be built up over time. The construction cost component of the \$228M capital cost has been estimated at \$164M (HDR, Updated Project Cost Estimate, Technical Memorandum #13, July 2022). Therefore, the target Capital Replacement Reserve is 3% of that figure, or \$4.9M.

It will take time to build up these reserve funds. It is recommended the Town of Paradise hold a start-up reserve balance of at least \$1,200,000, equal to approximately the first two years’ operating expenses (Table 5).

In summary, due to the complexity of the Town’s recovery, this memorandum recommends the Town establish an initial operating reserve of \$1,200,000 as well as budget an annual O&M

Financing Assistance commitment of \$526,000 for the first ten years of operation. By assuming a constant annual O&M Financing Assistance amount, the Town could either build or draw from its reserve and make adjustments as necessary to account for the actual outcomes from previous assumptions.

5. Project Phasing

It is possible that financing for the Project may come from more than one source. If so, it may be advantageous to phase the Project into several components, to allow discrete financing source(s) to be applied to each phase. In the case of the Paradise Sewer Project, the Export Pipeline System must be constructed in its entirety in order to function. Also, at least a portion of the Core Collection System must also be constructed to convey wastewater into the Export Pipeline System. However, the entire Core Collection System does not necessarily have to be constructed at once for the system to function. Therefore, phasing of the Core Collection System can be considered.

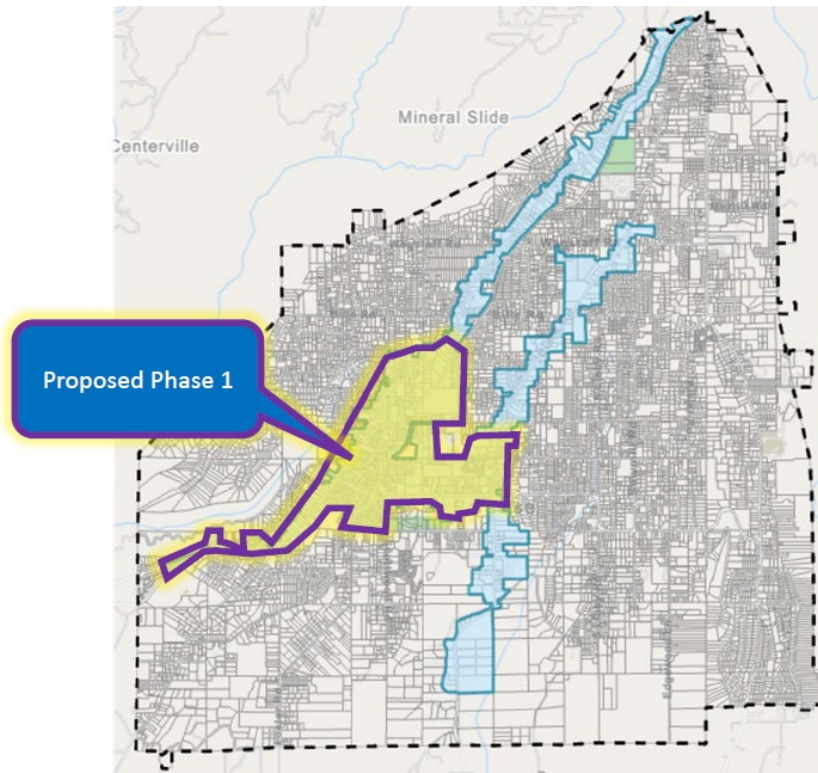
The objective of delineation between the two potential phases was to capture the minimum infrastructure required to achieve the highest project benefit (i.e., serving downtown, mixed use areas, multi-family residential, and dense single family residential). Given this objective, a logical potential phasing of the Core Collection System has been identified (see Figure 1):

- Phase 1: Construct the Export Pipeline System and a lower portion of the Core Collection System
- Phase 2: Construct the remaining Core Collection System

The capital cost of the two phases was estimated by ratioing the estimated construction costs of the two phases, and multiplying by the total capital cost. This results in the following:

- Phase 1: 56% of the \$228M capital cost, or \$128M
- Phase 2: 44% of the \$228M capital cost, or \$100M

Figure 1. Proposed Phase 1 of the Paradise Sewer Project



6. Conclusions and Recommendations

The lack of a formal wastewater collection and treatment system has reduced the Town's environmental health, impeded construction of affordable housing, and limited economic prosperity. In the lens of ongoing recovery from the 2018 Camp Fire, the sewer project remains the highest priority and could yield significant benefits by restoring population, creating a sense of community, and increasing property values and other transactional revenues. Without the sewer project, the effects of community population loss and lack of reconstruction in core commercial and multi-family housing areas will continue.

For project feasibility, full grant funding is needed to bring monthly sewer rates within the realm of affordability. Even with full grant funding, the Town will need to provide O&M financing assistance to bridge the gap until enough customers connect to the Town's collection system. To summarize, this memorandum recommends the Town:

- Secure grants to cover all capital funding needs (either phased or full buildout);
- Establish an initial operating reserve of \$1,200,000; and
- Commit an annual allocation of Town funds to subsidize the gap in actual connections/fees collected compared to full buildout to achieve rate payer affordability. This O&M Financing Assistance should be planned for \$526,000 per year for at least the first ten years.



Town of Paradise
Council Agenda Summary
Date: August 8, 2023

Agenda Item: 6(b)

ORIGINATED BY: Jessica Erdahl, Sr. Capital Projects Manager
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: Award Contract 2023-004 Legal Services for the Paradise Sewer Project

LONG TERM RECOVERY PLAN: Yes, Tiers 1, Sewer System

COUNCIL ACTION REQUESTED:

1. Consider discussion and concurring with staff’s recommendation of Hawkins Delafield & Wood LLP to perform legal services for the Paradise Sewer Project; and,
2. Approve the attached Agreement for Professional Services for contract 2023-004 with Hawkins Delafield & Wood LLP; and,
3. Adopt Resolution 2023 - ___ “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Execute the Agreement for Professional Services for Legal Services for the Paradise Sewer Project.” (ROLL CALL VOTE)

Background:

Since its incorporation in 1979, the Town has sought a formal wastewater treatment solution for the community. The Paradise Sewer Project (Project) establishes a municipal sewer system for the Town, as well as connection to the City of Chico Water Pollution Control Plant for regional treatment of the Town’s wastewater. The Project includes three components within the Sewer Service Area: a core sewer collection system, an 18-mile sewer export pipeline to convey wastewater to the City of Chico’s Water Pollution Control Plant (WPCP), and the sewer pipeline connection to the WPCP.

The Town of Paradise has secured \$30 million through the Community Development Block Grant Disaster Recovery funds to facilitate the design and legal services associated with the construction phase of the Project.

On June 5, 2023, staff issued a formal one-step procurement for legal services for the Project which will help facilitate the Progressive Design Build delivery. The Request for Proposals (RFP 2023-001) utilized formal consultant selection procedures in compliance with regulations for typical federally funded projects as well as specific requirements utilizing CDBG-DR funds.

Analysis:

By July 6, 2023 at 4:00 PM, Town staff had received three responses to the RFP. The proposers are listed below:

1. Best Best & Krieger LLP
2. Hawkins Delafield & Wood LLP
3. Nossaman LLP

Proposals received included cost proposals which were part of the criteria used to evaluate the submittals. A three-member evaluation committee was formed to evaluate the proposals with the following members:

- Angela Spain, Town of Paradise, Capital Projects Manager
- Ashley Stanley, Town of Paradise, Engineering Division Manager
- Elizabeth Martyn, Town Attorney

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

Table 1: Evaluation Criteria Table

No.	Evaluation Criteria	Total Possible
1	Completeness of Response	10
2	Experience and Qualifications	50
3	Project Methodology & Approach	20
4	Familiarity & Experience with Local, State and Federal Procedures	10
5	Cost	10
TOTAL SCORE		100

Committee review of the proposals was performed independently. Evaluation scoring and ranking are shown in Table 2.

Table 2: Scores and Ranking

Consultant Name	Raw Score Total	Ranking Total	Final Ranking
BBK	262	7	3
Hawkins	275	5	1
Nossaman	284.5	6	2

The evaluation committee selected the top ranked firm as Hawkins Delafield & Wood LLP to proceed with the next phase of the procurement process. Per CDBG-DR procedures, the next phase will be cost negotiations.

Staff recommends Council consider awarding the agreement for professional services, *Attachment A*, to Hawkins Delafield & Wood LLP. to perform legal services for the Paradise Sewer Project.

Financial Impact:

The agreement for professional services will include federal, state and local funds estimated not-to-exceed \$700,000. It is anticipated all costs associated with this Agreement will be sourced to the \$30 million CDBG-DR award.

Attachments:

- A. Resolution
- B. Agreement for Professional Services – Hawkins Delafield & Wood LLP

**TOWN OF PARADISE
RESOLUTION NO. 2023 - __**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO
EXECUTE THE AGREEMENT FOR PROFESSIONAL SERVICES FOR LEGAL
SERVICES FOR THE PARADISE SEWER PROJECT.**

WHEREAS, Since its incorporation in 1979, the Town has sought a formal wastewater treatment solution for the community.

WHEREAS, The Town has secured \$30 million through the Community Development Block Grant Disaster Recovery funds to facilitate the design and legal services associated with the construction phase of the Project.

WHEREAS, in an effort to streamline and expedite delivery of the Paradise Sewer Project, staff issued a Request for Proposals Legal Services (RFP 2023-001).

WHEREAS, RFP 2023-001 was designed for a base term of three-years with the possibility of two one-year extensions at the discretion of the Town Manager for a maximum term of five-years.

WHEREAS, RFP 2023-001 was designed for a not-to-exceed aggregate contract amount of \$700,000.

WHEREAS, RFP 2023-001 was prepared and reviewed for the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements.

WHEREAS, RFP 2023-012 was advertised on June 5, 2023 for work relating to the Town of Paradise Sewer Project, to provide legal services.

WHEREAS, RFP 2023-001 yielded three responses by July 6, 2023 at 4:00 PM from the following firms:

1. Best Best & Krieger LLP
2. Hawkins Delafield & Wood LLP
3. Nossaman LLP

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

No.	Evaluation Criteria	Total Possible
1	Completeness of Response	10
2	Experience and Qualifications	50
3	Project Methodology & Approach	20
4	Familiarity & Experience with Local, State and Federal Procedures	10
5	Cost	10
TOTAL SCORE		100

WHEREAS, the recommended consultant to be included in the Master Agreement is Hawkins Delafield & Wood LLP.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Paradise designates the Town Manager as the person authorized to execute the Agreement for Professional Services for legal services for the Paradise Sewer Project Contract 2023-004.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 8th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Greg Bolin, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

TOWN OF PARADISE – DRAFT AGREEMENT FOR PROFESSIONAL SERVICES

Hawkins Delafield & Wood LLP
Consultant

Legal Services for the Paradise Sewer Project
Project Title

9394
Budget Account Number

ARTICLE I INTRODUCTION

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

Hawkins Delafield & Wood LLP, who is qualified to do business in California.

The Project Manager for the CONSULTANT will be Eric J. Sapir (also known as Rick Sapir).

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

A. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal, per *Exhibit B – Compensation*. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

B. Indemnity and Defense

1. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless Town and any and all of its officials, employees and agents as well as any other entities specified by Town (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT’s duty to indemnify and hold harmless the Town of Paradise shall not extend to the Town’s sole or active negligence.

2. Duty to Defend

In the event the Town of Paradise, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by the Town of Paradise, CONSULTANT shall defend the Town of Paradise at CONSULTANT’s cost or at the Town of Paradise’s option, to reimburse the Town of Paradise for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT’s negligent acts, errors or omissions. Payment by the Town of Paradise is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and the Town of Paradise, as to whether

liability arises from the sole or active negligence of the Town of Paradise or its officers, employees, or agents, CONSULTANT will be obligated to pay for the Town of Paradise's defense until such time as a final judgment has been entered adjudicating the Town of Paradise as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

- C. CONSULTANT 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.
- D. The Town of Paradise is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the Town of Paradise as to the designation of tasks to be performed and the results to be accomplished.
- E. 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 the Town of Paradise harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- F. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Town of Paradise. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town of Paradise. If a specific Project Manager or Coordinator is assigned to be the lead under this Agreement, CONSULTANT shall notify the Town of Paradise immediately if such person is planning to or leaves CONSULTANT'S employ, which may be the basis for termination of this Agreement.
- G. CONSULTANT shall be as fully responsible to the Town of Paradise 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.
- H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.
- I. 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 in writing.

- J. CONSULTANT shall comply with the provisions of this agreement and additional federal provisions in Exhibit E of this agreement. In the event of a conflict between any provisions of Exhibit E, the more stringent provisions shall control and prevail.
- K. CONSULTANT shall comply with the requirements of State prevailing wage law as required by law and as set out in this AGREEMENT.
- L. All days set out herein are calendar days unless otherwise specified.

ARTICLE II CONSULTANT’S REPORTS OR MEETINGS

CONSULTANT’s Project Manager shall meet with the Town of Paradise’s Contract Administrator or Project Coordinator, as needed and upon request of the Contract Administrator, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

CONSULTANT shall provide On-Call Owner’s Agent services for the Paradise Sewer Project, described in Exhibit A entitled “SCOPE OF SERVICES” attached and incorporated as if full set forth.

ARTICLE IV PERFORMANCE PERIOD

- A. Exhibit C is the “SCHEDULE OF PERFORMANCES” and is attached and incorporated. This AGREEMENT shall go into effect on **(DATE)**, contingent upon approval by the Town of Paradise, and CONSULTANT shall commence work after notification to proceed by the Town of Paradise’s Contract Administrator. The AGREEMENT shall end on December 31, 2028, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT.
- B. No recommendation for AGREEMENT award is binding on the Town of Paradise until the AGREEMENT is fully executed and approved by Town Council of the Town of Paradise and the Contract Administrator has issued a notice to proceed.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on cost reimbursement. The Town of Paradise will reimburse CONSULTANT for actual costs (including labor costs, travel, equipment rental costs, 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, travel, equipment rental, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In the event, that the Town of Paradise determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or costs reimbursable by the Town of Paradise shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “G” of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- C. 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.

- D. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, the Town of Paradise shall have the right to delay payment or terminate this AGREEMENT.
- E. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- F. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by the Town of Paradise'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 the Town of Paradise 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 the Town of Paradise's Contract Administrator at the following address:

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

- G. The total amount payable by the Town of Paradise shall not exceed \$700,000.00.
- H. 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 the Town of Paradise, provided that the Town of Paradise gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, the Town of Paradise shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not. Notwithstanding, this AGREEMENT may be terminated immediately by Town based upon public health, safety or welfare risks.
- B. The Town of Paradise may temporarily suspend this AGREEMENT, at no additional cost to the Town of Paradise, provided that CONSULTANT is given written notice (delivered in person, by email with a received receipt or by certified mail, return receipt requested) of temporary suspension. If the Town of Paradise gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to the Town of Paradise for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT for all correctly completed work. Upon termination, the Town of Paradise shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

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

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the Town of Paradise's Finance Director.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by the Town of Paradise will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONSULTANT's responsibility to ensure federal, the Town of Paradise, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the Town of Paradise Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by the Town of Paradise at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or Town of Paradise 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.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the Town of Paradise and any subconsultants, and no sub agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the Town of Paradise for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the Town of Paradise's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Town of Paradise's Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any sub agreement 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 of each payment made to the CONSULTANT by the Town of Paradise.
- E. Any substitution of subconsultants must be approved in writing by the Town of Paradise Contract Administrator in advance of assigning work to a substitute subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by the Town of Paradise's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by the Town of Paradise's Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, the Town of Paradise shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit the Town of Paradise in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Town of Paradise procedures; and credit the Town of Paradise in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the Town of Paradise and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the Town of Paradise.
 - 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 CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with the Town of Paradise that may have an impact upon the outcome of this AGREEMENT or any ensuing Town of Paradise construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing Town of Paradise construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to the Town of Paradise any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise the Town of Paradise of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either the Town of Paradise ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any consultant 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 consultant is one, which is subject to the control of the same persons, through joint ownership or otherwise.

- E. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the CONSULTANT, or its designee or agents, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to CDBG-DR assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter.

ARTICLE XIII REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

ARTICLE XV NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the Town of Paradise to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the Town of Paradise upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Town of Paradise shall require ascertaining 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 (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 41 CFR §60-1.4, including employment practices and the selection and retention of subconsultants. The equal opportunity clause is listed in 41 CFR §60-1.4 is included by reference in this AGREEMENT.

ARTICLE XVI 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;
 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; and
 5. Has not been suspended or debarred from participating or receiving federal government contracts, subcontracts, loans, grants, or other assistance programs.
- B. Any exceptions to this certification must be disclosed to the Town of Paradise. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by HUD.

ARTICLE XVIII INSURANCE

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

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

ARTICLE XIX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties,

in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the Town of Paradise for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the Town of Paradise governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. The Town of Paradise has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XX 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 the Town of Paradise's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by the Town of Paradise's Contract Administrator.

ARTICLE XXI 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, the Town of Paradise has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII 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 the Town of Paradise's Contract Administrator and the Town Manager, who may consider written or verbal information submitted by CONSULTANT.

- B. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by the Town of Paradise's Town Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit the Town of Paradise, the State, and the HUD to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXIV 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 the Town of Paradise's Safety Officer and other Town of Paradise representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, the Town of Paradise has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. 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 XXV 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 there in whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to Town which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by 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. The Town of Paradise may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the HUD shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVI CLAIMS FILED BY THE TOWN OF PARADISE'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the Town of Paradise's operations, which are designated confidential by the Town of Paradise and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the Town of Paradise relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or the Town of Paradise's actions on the same, except to the Town of Paradise's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by the Town of Paradise, and receipt of the Town of Paradise’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 the Town of Paradise, HCD, and/or HUD. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

ARTICLE XXVIII CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

The Consultant must take the affirmative steps listed below when subcontracting to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

- A. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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 shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons for any reason other than a characteristic protected under state employment laws and the California Rules of Professional Conduct, CONSULTANT shall, immediately upon receiving notice from Town of such desire, reassign such person or persons.

ARTICLE XXXI ASSIGNMENT OF PERSONNEL

CONSULTANT shall assign only competent CONSULTANT’s performance will be evaluated by the Town of Paradise. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXII MISCELLANEOUS PROVISIONS

- A. Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees (including reasonable costs and disbursements) in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- B. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Butte.
- C. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- D. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- E. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- F. Licenses and Permits. Law Firm represents and warrants to the Town that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Law Firm represents and warrants to Town that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement any required business licenses from Town.

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Hawkins Delafield & Wood LLP
Eric J. Sapir, Project Manager
1415 L Street, 11th Floor

Sacramento, CA 95814

LOCAL AGENCY: Town of Paradise
Marc Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named 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 XXXV SIGNATURES

**TOWN OF PARADISE
A Municipal Corporation**

**Hawkins Delafield & Wood LLP
Consultant**

By: _____
Jim Goodwin, Town Manager

By: _____
Name:
Title:
Address:

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, Town Attorney

By: _____
Dina Volenski, Town Clerk

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A SCOPE OF SERVICES

Hawkins Delafield & Wood

Consultant

Legal Services for the Paradise Sewer Project

Project Title

9394

Budget Account Number

Scope of Work Description:

Task 1 – Administration

1. Attend virtual and in-person meetings.
2. Present to stakeholders about the Progressive Design Build (PDB) procurement process.
3. Provide any necessary presentations for the project.
4. Contract administration legal review and analysis.
5. Review contract issues that may come up during any phase of the process.

Task 2 – Information Gathering

1. Legal Services Kickoff Meeting - The firm will schedule a kickoff meeting to discuss the project background, objectives, and constraints with the Town and its designated Owner's Agent.
2. Risk Assessment - Advise the designated Owner's Agent and Town representatives on risk allocation, retention, and transfer.
3. Stakeholder coordination.
4. General advisement on the Paradise Sewer Project as inquiries arise.

Task 3 – Procurement

1. Advisement -
 - a. Provide legal analysis and assistance in the PDB procurement plan for the Project. Provide assistance in compliance with procurement procedures for PDB projects and the funding source for the project.
 - b. Provide advisement regarding risk allocation, responsibility allocation, commercial issues from similar PDB projects, and any other procurement issue that may arise.
2. Procurement Process -
 - a. Request for Qualifications (RFQ) Preparation, Advisement, and Evaluation
 - i. Advise the Town to ensure that the RFQ includes all required information and potential items such as contract terms and conditions and a risk allocation matrix.
 - ii. Support the Town staff and the Owner's Agent in drafting and finalizing the RFQ for the Progressive Design Build for the Paradise Sewer Project. Note that the draft PDB Contract, or at a minimum a Term Sheet, described in Task 5 will be included in the RFQ.
 - iii. Provide legal assistance, review, and advisement during the SOQ evaluation process including response to legal questions.
 - b. Request for Proposals (RFP) Preparation, Advisement, and Evaluation -

- i. Support the Town staff and the Owner’s Agent in drafting and finalizing the RFP for the Progressive Design Build for the Paradise Sewer Project. Note that the draft PDB Contract described in Task 5 will be included in the RFP.
- ii. Provide legal assistance, review, and advisement during the Proposal evaluation process including response to legal questions.
- iii. Support the Town staff and the Owner’s Agent in drafting addenda to the RFP.
- iv. Review and provide legal analysis of proposer exceptions on the PDB Contract.
- v. Provide interview assistance.
- vi. Draft correspondence with proposers for various procurement reasons, including but not limited to RFP results notification.

Task 4 – Legal Reviews

- 1. Legal reviews of legal analyses completed by other counsel (internal or external).
- 2. Provide a legal memorandum with respect to the Town’s authority to deliver a project using the PDB method and what procurement methodology is required per this authority.

Task 5 – Contracts

- 1. Structure the PDB Contract for the Town, including accommodations for amendments to account for multiple PDB phases and guaranteed maximum price (GMP) negotiations.
- 2. Assist in developing the negotiation approach for the PDB contract.
- 3. Attend meetings regarding the PDB Contract and provide legal counsel on relevant items.
- 4. Prepare the draft PDB contract and all related appendices (risk allocation, responsibility allocation, technical proposals, financial proposals, etc.). The draft PDB Contract will be a comprehensive document and will be released with the RFP. Work with the Town and the Owner’s Agent on the PDB Contract review.
- 5. Assist with negotiating the PDB Contract with the successful proposer.
- 6. Prepare the final PDB Contract and all related appendices.
- 7. Present to Town Council the final PDB Contract.
- 8. Manage the closing requirements and the closing process for the PDB contract.
- 9. Review closing deliverables (bonds, insurance certificates, etc.)
- 10. Provide contract administration services, including any work package amendments.
- 11. Provide review of progressive submittals, such as the Definitive Project Submittal.
- 12. Provide legal assistance with negotiating any potential amendments and restatements of the PDB Contract.
- 13. Draft and finalize any amendments and restatements of the PDB Contract.
- 14. Manage the closing of any amendments and restatements of the PDB Contract.

Task 6 – Representation

- 1. Participate in discussions with other coordinating agencies. Further communications may be necessary to solve problems.

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

Hawkins Delafield & Wood
Consultant

Legal Services for the Paradise Sewer Project
Project Title

9394
Budget Account Number

INSERT CONSULTANT COST PROPOSAL

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

Hawkins Delafield & Wood
Consultant

Legal Services for the Paradise Sewer Project
Project Title

9394
Budget Account Number

INSERT CONSULTANT SCHEDULE

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT D INSURANCE PROVISIONS

Hawkins Delafield & Wood
Consultant

Legal Services for the Paradise Sewer Project
Project Title

9394
Budget Account Number

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Consultant shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Consultant, Consultant’s agents, representatives, employees and subconsultants. **Before** the contract is executed, 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.
 - a. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
- 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 Malpractice:** Professional malpractice insurance in the amount of no less than **\$2,000,000** per occurrence or claim.

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

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

- 1) **Additional Insured Status:** The Town of Paradise, its officers, agents, officials, employees and volunteers as well as the State of California, its officers, agents, and employees and other entities as directed by the Town are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later edition is used).
 - 2) **Primary Coverage:** For any claims related to this contract, Consultants insurance coverage shall be primary and non-contributory and at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
 - 3) **Umbrella or Excess Policy:** The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
 - 4) **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with at least a 30-day notice to the Town.
- C. **WAIVER OF SUBROGATION:** Consultant hereby grants to Town a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Town by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.
- D. **SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention (SIR) may be satisfied by either the named insured or Town. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention or deductible that exceeds \$25,000 unless approved in writing by the Town. Any and all deductibles and self-insured retention shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The Town may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.
- E. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.
- F. **VERIFICATION OF COVERAGE:** Consultant shall furnish the Town with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause and a copy of the Declarations and Endorsement Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declaration & Endorsements pages are to be received and

approved by the Entity before contract execution. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- G. SPECIAL RISKS OR CIRCUMSTANCES:** Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. SUBCONSULTANTS:** Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Town is an additional insured on insurance required from subconsultant.
- I. CLAIMS MADE POLICIES:** If any of the required policies provide coverage on a claims-made coverage:
 - 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 - 4) A copy of the claims reporting requirements must be submitted to the Town for review.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT E ADDITIONAL FEDERAL PROVISIONS

HUD FUNDED PROJECTS

Hawkins Delafield & Wood

Consultant

Legal Services for the Paradise Sewer Project

Project Title

9394

Budget Account Number

Expense contracts; Regulatory Compliance Requirements

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

1. Remedies:

A. Contractor Performance and the Breach Thereof

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

B. Termination for Cause and Convenience

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

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

2. Compliance with State and Federal Laws and Regulations

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

3. CDBG-DR Requirements

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

4. “Anti-Kickback Act of 1986” (41 U.S.C. §§ 51-58)

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

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

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

- A. Overtime requirements. Workers must receive “overtime” compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

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

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

7. Environmental Compliance

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

- D. The Consultant shall comply with EPA regulation pursuant to 40 CFR Part 50, as amended.
- E. The Consultant shall comply with HUD regulation pursuant to 24 CFR Part 58.
- F. The Consultant shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- G. The Consultant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Consultant shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. The Consultant and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), the Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50 as amended, the HUD regulation pursuant to 24 CFR Part 58, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the National Historic Preservation Act of 1966 as amended 16 U.S.C. 470, the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800 (Advisory Council on Historic Preservation Procedures for Protection of Historic Properties). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Procurement of Recovered Materials

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

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

9. Suspension and Debarment

The Town does not employ vendors or contractors or award contracts to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB

guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspensions”. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order.

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

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

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See the certification in Attachment B.1.

11. Equal Opportunity Requirements and Responsibilities

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

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time. The consultant, performing work under this contract, shall follow these laws and regulations:

- A. **Title VI of the Civil Rights Act of 1964**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)**: This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This section of Title 1 provides that no person shall be excluded from participation

(including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

- E. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Age Discrimination Act of 1975**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- G. **Section 504 of the Rehabilitation Act of 1973**: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- H. **The Americans with Disabilities Act of 1990 (ADA)**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- I. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- J. **Executive Order 12259**: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- K. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found “probable cause” of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- L. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment**

Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

- M. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- N. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

12. Minority Business Enterprises and Women's Business Enterprises

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

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13. Relocation, Displacement, and Acquisition

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

14. Consultant Agreements:

- A. Consultant shall:
 - 1) Perform the Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
 - 2) Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment

bonds, or other security approved in advance in writing by the Department, as determined by the particulars of each individual Project will be required.

- 3) Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
- 4) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
- 5) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
- 6) Compliance with the applicable Equal Opportunity Requirements described in Exhibit E, Section 12 of this Agreement.

B. Consultants and Subconsultants shall follow the Drug-Free Workplace Act of 1988, which include the items below:

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

15. Copeland "Anti-Kickback" Act

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

16. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Town or the Consultant wishes to enter into a contract with a small business consultant or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the Town or the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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



Town of Paradise
Council Agenda Summary
Date: August 8, 2023

Agenda Item: 6(c)

ORIGINATED BY: Marc Mattox, Public Works Director
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Town-Wide Road Rehabilitation Update
LONG TERM RECOVERY PLAN: Yes, Tier 1, Evacuation Routes

COUNCIL ACTION REQUESTED:

1. Hear an information update on the overall status of road rehabilitation plans in Paradise. (No action is requested on this item)

Background:

Due to the ongoing recovery effort and debris removal operations within the Town and Butte County, the Town's on-system roadway infrastructure sustained heavy damage in the wake of the Camp Fire. The pavement structural sections were damaged in two ways:

1. Pavement Scarring due to Vehicular Fires – On the day of the Camp Fire, several motorists were required to abandon their vehicles and continue evacuating on foot. The subsequent car fires damaged the pavement, justifying the need for repair.
2. Pavement Structural Section Damage due to Heavy Truck Traffic – Following the Camp Fire, the Town has experienced a staggering level of truck traffic. During the CALOES Debris Removal effort, over 3.7 million tons of material was removed, equivalent to approximately 300,000 truckloads. During that same period, PG&E, Comcast, and AT&T have restored the distribution infrastructure. PG&E has already removed over 92,000 trees, and an additional 100,000 trees were estimated for removal in 2020. The volume of trucks using the Town's on-system roads has resulted in damage to the pavement structural section, justifying the need for rehabilitation.

The Town coordinated with Caltrans and Federal Highways Administration (FHWA) to secure Emergency Relief permanent restoration funding to repair damaged on-system roads town wide. Through the Emergency Relief Program, the Town of Paradise has been approved for \$55,439,200 for the on-system road rehabilitation project. The approved project is located on Federal-Aid "On-System" roads – meaning the Town's primary collectors and arterials such as Skyway, Clark, Pearson, Elliott, Bille, Wagstaff, and Pentz Roads, etc.

The Town coordinated with the Federal Emergency Management Agency (FEMA) to secure Public Assistance permanent restoration funding to repair damaged off-system roads town wide. Through the Public Assistance Program, the Town of Paradise has been approved for \$38,290,000 for the off-system road rehabilitation project. The approved project is located on "Off-System" roads. Off-system roadway rehabilitation include roadways that are not on the on-system roadways and will be funded by FEMA.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally funded projects.

Road rehabilitation projects will be identified based on utility undergrounding completion. As segments of utilities are nearing completion, the Town of Paradise will identify and bid specific segments of roadways as individual projects. The goal of this approach is to maximize efficiency, partnership and remain good stewards of precious public funds and community impacts by reducing excavations into recently rehabilitated roadways.

On June 14, 2022 Paradise Town Council awarded Contract No. 7303.1.CON, 2022 On-System Roadway Rehabilitation –Skyway (Project 1) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid plus additive bid #1 \$5,069,864.78. This project was recently accepted for closeout.

On January 10, 2023 Paradise Town Council awarded a contract for its second On-System Road Rehabilitation Project, including paving along portions of Country Club Drive, Stearns Road, Pearson Road, South Libby Road, Dean Road, Bille Road, Wagstaff Road and Sawmill Road.

Currently the Town of Paradise is advertising for bids for its first Off-System Road Rehabilitation Project (12.5 miles) with expectations of recommending award at the September 12, 2023 Council meeting.

Originally, the Town had planned to pave 4 miles in 2022, 30 miles in years 2023, 24, and 25. A Paving Plan map was developed and posted here:

https://www.google.com/maps/d/u/0/viewer?mid=1w-PjuvtL5rmmOj_EM-4IFaj7sV-YVRs&ll=39.763511840651375%2C-121.6112081500001&z=13

Analysis:

Within the Town's paving plan, is a complex effort of sequencing and coordination with utilities undergrounding critical infrastructure and Paradise Irrigation District for water main replacements.

Through early 2023, the Town of Paradise understood Paradise Irrigation District was relying on a plan to replace all service laterals in conjunction with rebuilding structures being served. This plan, dependent upon the pace of rebuilding activity, would cause new excavations into freshly paved roads. Recently, Paradise Irrigation District has announced a revised plan to replace all service laterals ahead of the Town's paving projects. Successful coordination of this revised plan has already occurred with the delivery of the Town's 2023 On-System Road Rehabilitation Project under construction. Further, efforts are well underway to be clear of the Town's first Off-System project expected to start this fall.

Moving forward however, due to the production constraints of Paradise Irrigation District and their contractors proactively replacing service laterals, a revised approach needs to be planned in 2024 and beyond.

The table below has been generated in a coordinated fashion with the impacted utilities, including Paradise Irrigation District.

Paving Year	Total Miles	On-System		Off-System	
		Centerline Miles	Status	Centerline Miles	Status
2022	4.47	3.3	Complete	1.17	Complete Downtown
2023	21	8.5	In Construction	12.5	Bid Opening 08/09/23
2024	20.7	7.7	Construction Spring 2024	13	Construction Summer 2024
2025	28.2	12.2	Construction Spring 2025	16	Construction Summer 2025
2026	23.3	7.3	Construction Spring 2026	16	Construction Summer 2026
Total	97.67	39		58.67	

The revised paving plan includes an additional paving year in 2026 which was not originally forecasted. With this said, based on experience in 2022 and 2023, spreading the remaining paving work out to 2026 would reduce the intensity of construction impacts relating to traffic control and work delivery. Most importantly, it would significantly reduce the likelihood of utility cuts into new asphalt, extending the longevity of the new road surfaces.

Town staff is in the process of finalizing a road-by-road paving map update for public consumption.

Financial Impact:

There are no new financial impacts associated with this item. Project funding and schedules are within the parameters of awarding agencies.



Town of Paradise

Council Agenda Summary

Agenda Item: 6(d)

Date: August 8, 2023

ORIGINATED BY: Jessica Erdahl, Sr. Capital Projects Manager
REVIEWED BY: Jim Goodwin, Town Manager
Scott E. Huber, Town Attorney
SUBJECT: Award Contracts 2023-002 and 2023-003 for On-Call Professional Engineering Services
LONG TERM RECOVERY PLAN: Yes, Tiers 1-3, Numerous

COUNCIL ACTION REQUESTED:

1. Consider concurring with staff's recommendation of Jacobs Engineering Group Inc. and Dokken Engineering, Inc., to perform professional civil engineering services on a variety of federally, state and locally funded efforts, contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals; and,
2. Approve the attached Master Agreement for Professional Services for RFQ 2023-002 with Jacobs Engineering Group Inc. and RFQ 2023-003 with Dokken Engineering, Inc.; and,
3. Adopt Resolution 2023 - ___ "A Resolution of the Town Council of the Town of Paradise, Designating Authority to the Paradise Town Manager To Execute The Agreement for Professional Services and Individual Task Orders Under the Resultant Master Agreement for RFQ 2023-002 On-Call Professional Civil Engineering Services up to the Maximum Contract Aggregate Amount of Twelve Million Five Hundred Thousand Dollars (\$12.5M) to Expedite and Facilitate Camp Fire Recovery Efforts; and,
4. Adopt Resolution 2023 - ___ "A Resolution of the Town Council of the Town of Paradise, Designating Authority to the Paradise Town Manager To Execute The Agreement for Professional Services and Individual Task Orders Under the Resultant Master Agreement for RFQ 2023-003 On-Call Professional Civil Engineering Services – Pentz Road Corridor up to the Maximum Contract Aggregate Amount of Ten Million Five Hundred Thousand Dollars (\$10.5M) to Expedite and Facilitate Camp Fire Recovery Efforts. (ROLL CALL VOTE)

Background:

The Town is currently operating a \$580,000,000 Capital Improvement and Disaster Relief Program. In order to delivery these projects and continue restoration and rebuild efforts towards the development of a strong and vibrant community, procurement of professional consultants is necessary.

On June 7, 2023, staff issued formal Request for Qualifications (RFQ 2030-002 and 2023-003) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for Federal-Aid projects. The RFQs stated the scope of work for the professional civil engineering services needed and listed a not-to-exceed amount of \$12,500,000 (RFQ 2030-002) and \$10,500,000 (FRQ 2023-003). The contract term would be for three years, with potential for two one-year extensions by the Town. Due to staffing levels and project workloads, these services

cannot be performed by in-house Town staff. Tasks assigned amongst these projects could vary and/or include a combination of environmental, surveying, right-of-way, geotechnical, design, master planning documents, bidding and construction engineering.

This procurement will be a one-step RFQ qualification-based selection process utilizing task orders.

Analysis:

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This procurement will be a one-step RFQ qualification-based selection process utilizing task orders.

Table 1: Evaluation Criteria Table

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

Committee review of the proposals was performed independently. Evaluation scoring & ranking are shown in Table 2.

Table 2: Scores and Ranking

Consultant Name	Raw Score Total	Ranking Total	Final Ranking
Jacobs Engineering Group	296	2	1
HDR Engineering	286	6	2
Wood Rodgers	272	9	3
Bureau Veritas	125	12	4

The evaluation committee selected the top ranked firm as Jacobs Engineering Group Inc. to proceed with the next phase of the procurement process. Per Federal-Aid procedures, the top ranked consultant cost proposal was opened to begin negotiations and proceed with the Caltrans Office of Audits and Investigation review of financial documents.

Staff recommends Council consider awarding a master contract, Attachment A, to Jacobs Engineering Group Inc. to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Award of the contract will be contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals.

RFQ 2023-003

By July 5, 2023 at 4:00 PM, Town staff had received two responses to the RFQ. The proposers are listed below:

1. Jacobs Engineering Group Inc.
2. Dokken Engineering

Proposals received included cost estimates as a separate attachment to allow for a fair and objective evaluation of the submittals. A three-member evaluation committee was formed to evaluate the proposals, including the following members:

Jessica Erdahl, Town of Paradise, Senior Capital Projects Manager
 Colin Nelson, Town of Paradise, Infrastructure Program Manager
 Hunter Foor, Town of Paradise, Engineering Intern

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

Table 1: Evaluation Criteria Table

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

Committee review of the proposals was performed independently. Evaluation scoring & ranking are shown in Table 2.

Table 2: Scores and Ranking

Consultant Name	Raw Score Total	Ranking Total	Final Ranking
Dokken Engineering, Inc.	283	4	1
Jacobs Engineering Group, Inc.	273	5	2

The evaluation committee selected the top ranked firm as Dokken Engineering, Inc. to proceed with the next phase of the procurement process. Per Federal-Aid procedures, the top ranked consultant cost proposal was opened to begin negotiations and proceed with the Caltrans Office of Audits and Investigation review of financial documents.

Staff recommends Council consider awarding a master contract, Attachment B, to Dokken Engineering, Inc. to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Award of the contract will be contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals.

Financial Impact:

The master professional services agreements and associated task orders will include a combination of federal, state and local funds estimated not-to-exceed in aggregate \$12,500,000 (2023-002) and \$10,500,000 (2023-003).

Attachments:

- A. Resolution Approving Contract 2023-002
- B. Agreement for Professional Services – Jacobs Engineering Group Inc.
- C. Resolution Approving Contract 2023-003
- D. Agreement for Professional Services – Dokken Engineering, Inc.

**TOWN OF PARADISE
RESOLUTION NO. 2023 - __**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO
EXECUTE THE AGREEMENT FOR PROFESSIONAL SERVICES AND
INDIVIDUAL TASK ORDERS UNDER THE RESULTANT MASTER
AGREEMENT FOR RFQ 2023-002 ON-CALL PROFESSIONAL CIVIL
ENGINEERING SERVICES UP TO THE MAXIMUM CONTRACT AGGREGATE
AMOUNTS OF TWELVE MILLION FIVE HUNDRED THOUSAND (\$12.5M) TO
EXPEDITE AND FACILITATE CAMP FIRE RECOVERY EFFORTS.**

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

WHEREAS, the Town of Paradise 2023/2024 Disaster Recovery and Capital Improvement Plan identifies over \$580M in projects spanning multiple project phases, timelines, and funding sources.

WHEREAS, in an effort to streamline and expedite delivery of recovery projects, staff issued a Request for Qualifications 2023-002 On-Call Professional Civil Engineering Services.

WHEREAS, RFQ 2023-002 was designed for a base term of three years with the possibility of two one-year extensions at the discretion of the Town Manager for a maximum term of five years.

WHEREAS, RFQ 2023-002 was designed for a not-to-exceed aggregate contract amount of \$12.5M to be issued as individual task orders.

WHEREAS, RFQ 2023-002 was prepared and reviewed for the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements, including criteria set forth by California Department of Transportation, Federal Highways Administration, Federal Emergency Management Agency, Department of Housing and Urban Development and others.

WHEREAS, RFQ 2023-002 was advertised on June 7, 2023 for work relating to the Town's current and future Disaster Recovery and Capital Improvement Plan, with major scope of work categories listed below:

- Project Management
- In-house Staff Augmentation
- Capital Improvement Program Management
- Funding Assistance

- Plan Check Reviews
- Pavement Management and Analysis
- Preliminary Documents
- Master Planning
- Traffic Analysis
- Field Investigations, and Data Collection and Analysis
- Topographic and Boundary Surveys
- Environmental Clearance
- Public Outreach
- Right-of-Way Acquisition and Support
- Utility/Other Agency Investigation and Coordination
- Geotechnical Investigation
- Design
- Bidding and Construction Support
- Construction Administrative Services

WHEREAS, RFQ 2023-002 yielded four responses by July 5, 2023 at 4:00 PM from the following firms:

1. Jacobs Engineering Group Inc.
2. HDR Engineering Inc.
3. Wood Rodgers Inc.
4. Bureau Veritas North American, Inc.

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

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

WHEREAS, the recommended consultant to be included in the Master Agreement is:

Jacobs Engineering Group Inc.

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

WHEREAS, by designating the Town Manager authority to execute all task orders associated with RFQ 2023-002, full benefits of this robust procurement process will be realized by expediting the award process.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Paradise designates the Town Manager as the person authorized to execute the Agreement for Professional Services and individual task orders under the resultant master agreement for RFQ 2023-002 On-Call Professional Civil Engineering Services up to the maximum contract aggregate amount of twelve million five hundred thousand dollars (\$12.5M) to expedite and facilitate Camp Fire recovery efforts.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 8th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Greg Bolin, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

TOWN OF PARADISE – DRAFT AGREEMENT FOR PROFESSIONAL SERVICES

Jacobs Engineering Group Inc.
Consultant

On-Call Professional Engineering Services
Project Title

Varies
Budget Account Number

ARTICLE I INTRODUCTION

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

Jacobs Engineering Group Inc., who is qualified to do business in California.

The Project Manager for the CONSULTANT will be John Abshier.

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

A. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal, per *Exhibit B - Compensation*. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

B. INDEMNITY AND DEFENSE

1. Indemnity

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

2. Duty to Defend

In the event the TOWN OF PARADISE, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by TOWN OF

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

- C. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of TOWN OF PARADISE.
- D. TOWN OF PARADISE is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the TOWN OF PARADISE as to the designation of tasks to be performed and the results to be accomplished.
- E. Any third party employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds TOWN OF PARADISE harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- F. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the TOWN OF PARADISE. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the TOWN OF PARADISE.
- G. CONSULTANT shall be as fully responsible to the TOWN OF PARADISE for the negligent, reckless or willful misconduct of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

- H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.
- I. 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.
- J. CONSULTANT shall comply with the provisions of this AGREEMENT and additional federal provisions in Exhibit E of this agreement. In the event of a conflict between any provisions of Exhibit E, the more stringent provisions shall control and prevail.
- K. CONSULTANT shall comply with the requirements of State prevailing wage law as required by law and as set out in this AGREEMENT.
- L. All days set out herein are calendar days unless otherwise specified.
- M. All Exhibits are incorporated into this AGREEMENT as if fully set forth herein.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE III STATEMENT OF WORK

CONSULTANT shall provide On-Call Engineering Services, described in Exhibit A entitled "SCOPE OF SERVICES".

ARTICLE IV PERFORMANCE PERIOD

- A. Exhibit C is the "SCHEDULE OF PERFORMANCES". This AGREEMENT shall go into effect on **DATE**, contingent upon approval by Town of Paradise, and CONSULTANT shall commence work after notification to proceed by the Town of Paradise's Contract Administrator. The AGREEMENT shall end on **DATE**, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT.

- B. No recommendation for AGREEMENT award is binding on the Town of Paradise until the AGREEMENT is fully executed and approved by Town Council of the Town of Paradise and the Contract Administrator has issued a written Notice to Proceed.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term of this AGREEMENT shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. Unless otherwise agreed for a Task Order, CONSULTANT will be compensated for hours worked at the hourly rates specified in the CONSULTANT’s approved Cost Proposal, described in Exhibit B entitled “COMPENSATION”. The specified hourly rates shall include all costs, including but not limited to direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by the Town of Paradise’s Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order when presented along with documentation of such costs acceptable to the Town.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders by the Contract Administrator.
- D. After a project to be performed under this AGREEMENT is identified by the Town of Paradise, the Town of Paradise will prepare a draft Task Order without the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the Town of Paradise and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT’s approved Cost Proposal. If applicable, CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by the Town of Paradise and notification to proceed has been issued by the Town of Paradise's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to the Town of Paradise signed by an authorized representative of the Town of Paradise. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Town of Paradise.
- K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- L. The total amount payable by the Town of Paradise for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT or to exceed the scope of work under this AGREEMENT.
- O. The total amount payable by the Town of Paradise for all Task Orders resulting from this AGREEMENT shall not exceed **\$12,500,000**. It is understood and agreed that there is no guarantee, either express or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.
- J. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the Town of Paradise's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) days after the performance of work for which CONSULTANT is billing or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, according to phase, and funding source on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number

and task order. Credits due to the Town of Paradise that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to the Town of Paradise's Contract Administrator at the following address:

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

ARTICLE VI TERMINATION

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

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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

ARTICLE VIII RETENTION OF RECORD/AUDITS

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

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the Town of Paradise’s Finance Director.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise’s Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the TOWN OF PARADISE will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the

instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, TOWN OF PARADISE, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by TOWN OF PARADISE Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by TOWN OF PARADISE at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, TOWN OF PARADISE or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the TOWN OF PARADISE Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, TOWN OF PARADISE will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the TOWN OF PARADISE and any subconsultants, and no subconsultant agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the TOWN OF PARADISE for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the TOWN OF PARADISE's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the TOWN OF PARADISE Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subconsultant agreement entered into as a result of this AGREEMENT, shall make all the provisions stipulated in this entire AGREEMENT applicable to subconsultants unless otherwise agreed by the TOWN OF PARADISE.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the TOWN OF PARADISE.

E. Any substitution of subconsultants must be approved in writing by the TOWN OF PARADISE Contract Administrator in advance of assigning work to a substitute subconsultant.

F. Prompt Progress Payment

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

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

G. Prompt Payment of Withheld Funds to Subconsultants

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

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

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

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by TOWN OF PARADISE’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT’s approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by TOWN OF PARADISE’s Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TOWN OF PARADISE shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit TOWN OF PARADISE in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TOWN OF PARADISE procedures; and credit TOWN OF PARADISE in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by TOWN OF PARADISE and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TOWN OF PARADISE. The Parties shall divide the cost of such appraisal equally.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation’s Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be

applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at TOWN OF PARADISE construction sites, at TOWN OF PARADISE facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve TOWN OF PARADISE projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by TOWN OF PARADISE representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the TOWN OF

PARADISE Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT and subconsultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by TOWN OF PARADISE shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform TOWN OF PARADISE of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, the CONSULTANT shall, as a penalty to TOWN OF PARADISE, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by TOWN OF PARADISE from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the TOWN OF PARADISE Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the TOWN OF PARADISE a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by

the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
 - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain a declaration signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, TOWN OF PARADISE shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If TOWN OF PARADISE determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if TOWN OF PARADISE did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due

the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by TOWN OF PARADISE.

G. Hours of Labor

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with TOWN OF PARADISE that may have an impact upon the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to the TOWN OF PARADISE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise TOWN OF PARADISE of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this

AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either TOWN OF PARADISE ordinance or State law.

- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the CONSULTANT, or its designee or agents, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to CDBG-DR assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

- A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:
 - 1. No State, Federal, or TOWN OF PARADISE appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in

connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub agreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by TOWN OF PARADISE to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the TOWN OF PARADISE upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or TOWN OF PARADISE shall require to ascertain compliance with this clause.

- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex or national origin. In administering the TOWN OF PARADISE components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

- B. Any exceptions to this certification must be disclosed to TOWN OF PARADISE. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FEMA, FHWA, and/or HUD, whichever Department(s) is relevant to the Task Order.

ARTICLE XVIII INSURANCE

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

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

ARTICLE XIX FUNDING REQUIREMENTS

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

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

ARTICLE XX CHANGE IN TERMS

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

ARTICLE XXI CONTINGENT FEE

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

ARTICLE XXII DISPUTES

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

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

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

ARTICLE XXIII INSPECTION OF WORK

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

ARTICLE XXIV SAFETY

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

ARTICLE XXV OWNERSHIP OF DATA

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

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

ARTICLE XXVI CLAIMS FILED BY TOWN OF PARADISE'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to TOWN OF PARADISE's operations, which are designated confidential by TOWN OF PARADISE and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

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

ARTICLE XXVIII CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

The Consultant must take the affirmative steps listed below when subcontracting to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- A. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI PROMPT PAYMENT FROM THE TOWN OF PARADISE TO CONSULTANT

The TOWN OF PARADISE shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the TOWN OF PARADISE fails to pay promptly, the TOWN OF PARADISE shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgement remain unsatisfied. Upon receipt of a payment request, the TOWN OF PARADISE shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the TOWN OF PARADISE 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. 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 personal delivery, five calendar days after deposit in the U.S. Mail (first class postage) or by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Jacobs Engineering Group Inc.
 John Abshier, Project Manager
 2525 Airpark Drive
 Redding, CA 96001

TOWN OF PARADISE: 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 TOWN OF PARADISE, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

**TOWN OF PARADISE
A Municipal Corporation**

**Jacobs Engineering Group Inc.
Consultant**

By: _____
Jim Goodwin, Town Manager

By: _____
Name:
Title:
Address:

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, Town Attorney

By: _____
Dina Volenski, Town Clerk

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A SCOPE OF SERVICES

Jacobs Engineering Group Inc.
Consultant

On-Call Professional Engineering Services
Project Title

Varies
Budget Account Number

Scope of Work Description:

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

- **Project Management:**

Project Management shall include project setup, project management, and coordination with the Town. The consultant will provide overall management of the project, including coordination with the Town, other Town consultants, public agencies, utility companies, and other stakeholders. The consultant will provide management of subconsultants in the performance of their work. Project Management activities shall also include development and maintenance of a design schedule and progress reports to be distributed monthly. The schedule and billings shall be submitted in the form and in sufficient detail to track the project status and contract expenditures.

- Project Kick-off Meeting

The Consultant shall schedule and conduct Project kick-off meetings to discuss project details, establish goals, review the Project schedule, and coordinate efforts. Town staff will work in conjunction with the Consultant to develop the Project Development Team (PDT) prior to the project kick-off meeting. Once identified, the Consultant shall contact all members of the PDT to coordinate the scheduled meeting date, location, and time. A meeting notice, agenda, and meeting minutes (noting all action items) shall be prepared by the Consultant for the kick-off meeting.

- Monthly Progress Reports

The Consultant shall prepare brief monthly progress reports (Progress Reports) to record ongoing progress on the project and to support invoices submitted to the Town for payment. Reports shall include an explanation of tasks accomplished for the month, deliverables finished/submitted, anticipated tasks/progress for the next month, pending issues and schedule completion target dates (updated project

schedule). Monthly Progress Reports will include identification and strategy to resolve any issues, challenges, or delays are foreseen in the project.

- Cost Accounting

The Consultant shall submit monthly invoices in a format that indicate: 1) the total contract amount, 2) all costs incurred for specific tasks performed for the period (actual and percentage), 3) costs incurred to date (actual and percentage), and 4) estimates percentage of completion for each task. Invoices shall include the project and invoice numbers on a form provided by the Town (or in a format acceptable to the Town). Charges for each of the individual tasks shall be listed separately, including reimbursable expenses.

- Quality Assurance / Quality Control Plan

The Consultant shall generate a plan to ensure Quality Assurance and Quality Control (QA/QC) during the entire project. The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. Exhibits and plans should be checked, corrected, and back-checked for accuracy and completeness.

- Submittal of Project Deliverables

- The Project deliverables shall be submitted for review by the Town, regulatory agencies, and utility companies. The Town shall be copied on all correspondence.
- Drawings, including topo and base maps, must be designed and submitted in AutoCAD Civil 3D, Specifications must be submitted in MS Word, and Estimates must be submitted in MS Excel. PDF of all submittals must be submitted as well.
- All data, information, documents, calculations, reports, plans, specifications, quantity take-offs, estimates, or any other item collected or prepared in either hard copy or electronic format as part of the design of this project are the property of the Town. The Consultant shall submit all these items to the Town at the completion of the project. All original documents and electronic files shall become the sole property of the Town and may be used by the Town and/or its assignees without written permission from or additional compensation to the Consultant.

- **In-House Staff Augmentation:**

Consultant shall provide “in-house” staff augmentation services for a variety of Capital Improvement Projects on limited terms and/or projects.

Potential Deliverables: Staff reports, Budgets, Contracts, Invoices, Reports and other related Municipal documents

- **Capital Improvement Program Management:**

Consultant shall provide management services to assist the Town in monitoring, developing and tracking their Capital Improvement Projects through all phases of development. Services can include cost estimating, programming assistance, reporting, project summaries, project prioritization and scoping. Perform value engineering analysis and constructability review.

Potential Deliverables: CIP Summary Reports, Cost Estimates, Programming Summaries, and prioritization

- **Funding Assistance:**

Consultant shall provide grant funding application support including identification of funding sources, preparation of applications and grant management.

Provide CDBG-DR compliance support. Consultant shall have a dedicated team or staff or subconsultant to assist in regulatory compliance and position the Town for reimbursement and construction support activities.

Prepare Local Assistance Procedures Manual (LAPM) forms and exhibits as needed.

Potential Deliverables: Grant applications, Reporting, Reimbursement Requests, LAPM forms and exhibits

- **Plan Check Reviews:**

Consultant shall aid in reviewing and checking projects, plans, subdivision and parcel maps, and computations submitted by private developers. Tasks may also include review of engineering and encroachment permits and environmental and engineering reports and proposals.

Plan Check Reviews will include, but not limited to; review and determination of impacts to the Town's Special Permit Zones, review of grading plans and issuance of Grading Permits, incorporation of MS4 Permit requirements into plan check comments as required, review and determination of right-of-way dedications required related to Town road widths and Capital Improvement Projects. Plan Check Reviews may include several rounds of review with comments provided at each stage of development (planning, building, etc.).

Potential Deliverables: Comment Response Matrix, Independent Cost Estimates, Independent Verifications, Review Conclusion Letters

- **Pavement Management and Analysis:**

Consultant to provide the Town with pavement management, life cycle cost analysis, assessment of existing pavement and new pavement recommendation services as requested. Tasks provided can range from preliminary recommendations based from field observations and previous reports to full detailed site investigations, lab analysis and recommendations to support the Town. Consultant may administer and update the Town's Street Saver software.

Potential Deliverables: Pavement Life Cycle Cost Analysis, Pavement Recommendations, Cost Estimates, Pavement Management Plans, Street Saver update

- **Preliminary Documents:**

These services include development of preliminary documents, including; feasibility reports, alternatives analyses, plans and/or reports to document findings and recommendations. Consultant will develop selection criteria that will be used to determine alternatives for a wide range of projects. This selection criteria will be used to assess and develop alternatives that are feasible and fit within the project constraints while meeting stakeholder needs.

Potential Deliverables: Alternative Pros/Cons, Project Cost Estimates, Conceptual Exhibits, Renderings, Plans and Feasibility Reports/Memorandums, Reports, Technical Memos

- **Master Planning:**

Consultant to provide the Town with master planning analysis and studies as requested. Tasks provided can encompass a varying scale of studies from qualitative justifications to full detailed reporting and modeling depending on the Town's needs.

Potential Deliverables: Multimodal Master Plans, Analysis Studies, and Memos; Storm Drain Master Plan; Circulation Studies; Operation and Performance Assessments; Operations Analysis Reports; Data Collection

- **Traffic Analysis:**

Consultant to provide the Town with traffic analysis and studies as requested. Consultant will assess existing and proposed facilities to demonstrate their impacts on traffic operations. Tasks provided can encompass a varying scale of studies from qualitative justifications to full detailed reporting and modeling depending on the Town's needs.

Potential Deliverables: Traffic Analysis Studies and Memos, Circulation Studies, Traffic Engineering Performance Assessments, Traffic Operations Analysis Reports, Traffic Data Collection

- **Field Investigations, Data Collection, and Analysis:**

Review of Existing Plans, Studies, and Other Relevant Documentation - Consultant, with the assistance of the Town, shall assemble all available information and reports pertaining to the project including utility information, aerial maps, survey and right-of-way data, traffic analysis, drainage analyses, and any additional pertinent information for the project to develop preliminary engineering.

The Consultant shall provide a list of all other reports, plans, studies, documents and information that are needed for the design of the project. The Town will provide copies of all records that are available at the Town. For all other records needed for the design of the project, the Consultant shall be responsible for researching existing reports and obtaining and reviewing all pertinent Project-related data needed to prepare a complete PS&E package.

Field Surveys - Consultant will review existing utility and improvement plans and conduct a visual field survey to review and record existing conditions to identify any unusual or special

conditions that may affect the project design or construction. This will include inventory of existing facilities, including but not limited to roadway facilities, utilities, irrigation systems, landscaping, drainage, retaining walls, existing land use, and signage.

Site Investigations and other services as deemed necessary.

Potential Deliverables: List of Existing Data and Required Data to Complete Project, Summary of Field Surveys and Identification of Constraints, Drainage Reports

- **Land Surveying Services:**

Land surveying services, including but not limited to field surveys, aerial surveys, and other topographic data collection and all necessary documentation (easements, boundary, and all other PLS requirements).

The Consultant shall conduct topographic and boundary surveys for all properties within the project area and establish horizontal and vertical control for the project. Rights-of-Entry must be prepared, valid, and on-site at the time of survey. The Consultant shall contact Underground Service Alert (USA) to have existing utilities marked in field prior to the survey. Surveyor shall tie all utility pre-marks.

Topographic surveys shall locate and determine elevations of existing topographic features, curbs, gutters, sidewalks, driveways, handicap ramps, edge of pavement, roadside drainage, significant trees, fences, signs, buildings, irrigation features, retaining walls. Locate all utilities, including but not limited to rims, utility services, and other potential conflicts. All pipe inverts (if any) shall be measured down from the existing rim elevation and noted in the survey notes. Pipe diameters, pipe materials, and directions should also be included in the survey notes.

- The Consultant's topographic and boundary survey shall conform to the requirement in the Town's Survey Requirements.
- Perform base mapping by plotting the field and boundary data in conformance with the Town's Capital Project Design Standards. Design deliverables must include a finished base map drawing both as a PDF and in AutoCAD Civil 3D 2016 format or newer. Drawings must include 3D objects.

Surveyor shall coordinate with the Geotechnical Engineer to tie all sample locations.

All point descriptions shall accurately describe the feature. Point descriptions shall include pertinent information such as tree diameter, the type of tree such as conifer or deciduous, type of utility, beginning or end of linear feature, material types such as AC or Concrete, and any other descriptions required to easily and accurately identify the feature. The use of generalized descriptions, such as "misc." or "util" shall not be used. Descriptions should use abbreviations to keep their size to a minimum.

It should be noted that prevailing wages will apply for certain professional services such as land surveying (flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils, or foundation investigations, environmental hazardous materials and so forth per the requirements of California State Prevailing Wage.

Potential Deliverables: Topographic Surveys, Control Surveys, Topographic Mapping, Drone Mapping and Surveys and Civil 3D Files all per Town Survey Requirements, Preliminary Title Reports, Final Base Map PDF and Civil 3D File

- **Environmental Clearance:**

Consultant to lead CEQA/NEPA environmental clearance and permitting tasks. Potential environmental studies include, but are not limited to, Natural Environment Study, Noise Study, Air Quality Study, Visual Impact, Initial Site Assessment, Archaeological Survey Report, Historic Property Survey Report, and Historic Resources Evaluation Report. Information from the technical studies and field surveys will be used to prepare CEQA documents (Categorical Exemption, Initial Study/Mitigated Negative Declaration, and Environmental Impact Report) and NEPA documents (Categorical Exclusion, Environmental Assessment, and Environmental Impact Statement). Consultant will pay special attention to the appropriate funding agencies' specific requirements.

Permits may be required for regulatory agencies including, but not limited to, the Central Valley Regional Water Quality Control Board, US Army Corps of Engineers, US Fish and Wildlife Services, California Department of Fish and Wildlife, and other agencies. Permits may also be required from Union Pacific Railroad (UPRR), California Public Utilities Commission (CPUC), and Caltrans.

Consultant to coordinate with regulatory agencies and submit permit applications for necessary permits.

Town staff shall review all environmental and Caltrans documents prior to submittal or distribution. Documents shall be submitted in Word or PDF.

Consultant shall provide environmental construction surveys, monitoring and mitigation plans, monitoring and training of construction staff.

Potential Deliverables: Project Descriptions, Purpose and Need Statements, Technical Studies, Environmental Documents, Permit Applications, Survey and Monitoring Reports, Training Logs, Caltrans Preliminary Environmental Study, Project Approval and Environmental Documentation

- **Public Outreach:**

Consultant will coordinate public outreach efforts for the Project, which could include developing a public outreach plan, hosting community meetings, meeting with community groups, conducting community assessments, hosting a webpage, and other related public outreach efforts. Public input will be an integral part of the project and the Consultant should be prepared to oversee and direct outreach efforts and communications with a variety of audiences during this process (property owners, business owners, interest groups, including residents and other stakeholders).

Organize and prepare presentations at meetings held by Town staff, the Town Council, neighborhood groups, and other stakeholders.

Potential Deliverables: Exhibits, News Releases, Web Content, Notices, Flyers, Presentations

- **Right-of-Way Acquisition and Support:**

The Consultant shall obtain all existing property ownership information needed to complete the design of this project and complete right-of-way and easement acquisition documentation needed to construct the project. All work shall be in conformance with the Uniform Act. The Consultant shall obtain copies of Title Reports and other pertinent data, and coordinate with staff and property owners in preparation of final right-of-way documentation. The final documentation shall identify all affected parcels and their owners and describe additional right-of-way or easements necessary to construct the proposed improvements. Specific tasks may include: preparation of a Right-of-Entry for each property to authorize preliminary investigative and right-of-way work; the preparation of legal descriptions and plats of all right-of-way or easements needed for completion of the proposed improvements; appraisal of all properties where right-of-way or easements are required to construct the proposed improvements, including appraisal reviews where applicable; preparation of first written offer packages, for approval by the Town; negotiation with property owners to obtain right-of-way or easements, or Right-of-Entry agreements to construct the proposed improvements; and processing and recordation of all agreements, deeds, easements, Right-of-Entries, and other property-related documentation.

Potential Deliverables: Project Tracking Table, Preliminary Title Reports, Appraisals, Waiver Evaluations, Appraisal Review Reports, Right of Way Agreements, Grant and Easements Deeds, Permit to Enter and Construct documents, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters, recorded Deeds and Easements, Escrow Documents, and Closing Statements, Caltrans Certification forms, Original Acquisition Files

- **Utility/Other Agency Investigation and Coordination:**

The Consultant shall coordinate with all potentially affected utility companies, Town and Caltrans, to ensure that all existing facilities owned, operated, and maintained by the respective entity, including both underground and overhead, are identified accurately prior to the final design phase. The Consultant shall coordinate efforts with each entity, to the extent needed, to prepare the PS&E package. The Consultant shall review the preliminary utility survey and plans completed during the preliminary engineering phase for the project to verify that all affected utilities including, but not limited to water, electric, gas, communication, storm drain, irrigation, and sewer utilities have been identified within the project limits.

Contact the utility companies that are impacted by the project and have the utility companies delineate the location of existing facilities within the project area. Improvement plans forwarded to the utility companies shall have right-of-way lines clearly shown.

If necessary, a second set of plans shall be provided to the utility companies showing sufficient horizontal and vertical information to enable them to determine the impact of the proposed facilities on existing utility facilities.

It will be the responsibility of the Consultant to identify potential points of conflict between proposed facilities and existing or proposed utility company facilities. The Consultant will coordinate resolution of these problems by working with the Town and utility company personnel, including arranging for utility potholing, to produce a recommendation for alternative construction that will minimize or eliminate the problem. Copies of the utility locations provided to the Consultant by the utility companies shall be submitted to the Town.

Potential Deliverables: Conflict Maps, Potholing Records, Utility “A”, “B” and “C” Letters, Utility Agreements

- **Geotechnical Investigation:**

Geotechnical analysis shall be provided to the Town as requested and may consist of field exploration, laboratory testing, geotechnical engineering analysis, and report preparation.

The geotechnical samples shall be coordinated with survey to tie all sample locations. Coordination and approval from the Town shall be required prior to commencement of the work. It is the Consultant’s responsibility to determine the locations of all soil tests and borings. The Town will review the locations for concurrence. The Consultant shall notify both the Town and affected property owners at least 48 hours prior to boring operations. Right-of-Entries must be valid, and on site during geotechnical activities. Immediately after obtaining soil samples, boring holes shall be backfilled with non-shrink grout or an alternate material acceptable to the Town’s.

The Consultant shall be available to clarify geotechnical information and answer questions during design, bidding, and construction phases for the Project.

Potential Deliverables: Preliminary Recommendations, Field Investigations, Laboratory Analysis, Material Testing, Materials and Foundation Reports, Log of Test Borings

- **Design:**

Consultant shall provide geometric, roadway, bike path, pedestrian path, drainage, storm drain, electrical, lighting, grading, park, parking lot and site layout design services. The Consultant shall also provide a wide range of architectural and structural design services including; facilities, bridge, retaining wall, sound wall, and miscellaneous drainage structure design. These services range in scale from preliminary conceptual design to full detailed design to support PS&E.

Design shall include plan, specification and estimate submittals of 30%, 60%, 90%, and final plans (Bid Set). Final plans, specifications and estimate shall include wet-signed originals. Contract plans shall be computer generated using AutoCAD Civil 3D software, version 2016 or later.

The Consultant will prepare complete contract plans in conformance with the Town of Paradise Improvement Standards, Town of Paradise Post-Construction Standards Plan, and Caltrans 2022 Standard Plans and Specifications. These plans will include at a minimum: title

sheet, control and layout sheet, typical sections and construction details, plan and profile sheets, cross sections, erosion control plans, staging and phasing construction plans, utility plans, signage and striping plans, electrical systems and lighting plans, traffic signal plans, and landscape plans.

The plans shall indicate all items of work, details, and specifications, including but not limited to: existing conditions, construction staging and phasing, temporary and permanent erosion control, traffic control, clearing and grubbing, cutting and capping existing facilities, utility relocation and undergrounding, earthwork - grading, paving, slopes, curb and gutter, cross gutters, sidewalk, pedestrian ramps, walkways and access ramps, pavement and base, drainage facilities, traffic engineering - signing and striping, traffic signals, signal interconnection conduit, fencing, electrical systems and lighting, security systems, decorative hardscape, landscaping, and other related work required to complete the project. Review and incorporate improvement recommendations from the Town's Storm Drain Master Plan into projects.

All items of work shall be shown both in plan view and profile view.

The Consultant shall prepare, in Microsoft Word and Excel formats all technical specifications, bid sheets, measurement and payment clauses for use in connection with Caltrans Standard Specifications 2022, Bid Book, and bid pages.

The Town will be responsible for preparation of the standard contract, and legal provisions.

All reports, design submittals, plans, specifications, estimates, and other documents prepared or obtained under the agreement entered into by Town and Consultant for this work will be delivered to and become the property of Town.

Potential Deliverables: Civil 3D Design Files, Supporting Calculations, Independent Design Check Comments/Responses, Plans, Specifications, Estimates, Reports (hydraulics, etc.), Concept Drawings and Studies

- **Bidding and Construction Support:**

While Town will advertise the Projects for construction, the Consultant shall assist the Town in the bidding and selection process.

The Consultant shall assist the Town in preparing all necessary addenda and provide clarification to the Town regarding any questions on the bid documents during the bid phase. The Consultant may need to attend the Pre-Construction Meeting and other meetings with Town staff, other agencies, and the public as required by the Town. Consultant and sub-consultants shall be available to comment on various design and construction issues during the construction phase, including submittals, requests for information, and change order requests.

The Consultant shall assist the Town in completing "front end" bid documents in accordance with Town, and other relevant ordinances, regulations and statutes.

The Consultant, if requested, shall assist the Town in preparing all advertising text, in accordance with the relevant statutes and regulations. The Town shall be responsible for the actual advertising of the bid.

The Consultant shall assist the Town in evaluating the bids, selecting the Contractor, and awarding the contract. This shall include assisting in documenting the basis for any bid rejection, if at the sole discretion of the Town this is considered necessary for the public interest.

Potential Deliverables: Bid Document Addenda, Response to Bid Inquiries, Pre-Construction Meeting Agenda and Minutes

- **Construction Administrative Services:**

The Consultant shall provide assistance during construction on the content of the contract plans and specifications, review of submittals and shop drawings submitted by the Contractor, responding to requests for information, performance of periodic and final inspections, approve progress payments and lien releases submitted by the Contractor, and certification that the Contractor has completed the project in conformance with the project plans and specifications

Potential Deliverables: RFI Responses, Submittal Approvals, Site Inspections, Weekly Statement of Working Days, Contract Change Orders, Project Closeout Documents

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

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT B COMPENSATION

Jacobs Engineering Group Inc.
Consultant

On-Call Professional Engineering Services
Project Title

Varies
Budget Account Number

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

Approved ICRs are fixed for the life of the contract.

INSERT CONSULTANT COST PROPOSAL

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

Jacobs Engineering Group Inc.
Consultant

On-Call Professional Engineering Services
Project Title

Varies
Budget Account Number

The Provider shall complete all services in accordance with the Attachment which set for the specific services and completion schedules.

INSERT CONSULTANT SCHEDULE

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT D INSURANCE PROVISIONS

Jacobs Engineering Group Inc.
Consultant

On-Call Professional Engineering Services
Project Title

Varies
Budget Account Number

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

- 1) Additional Insured Status:** The Town of Paradise, its officers, officials, employees and volunteers as well as the State of California, its officers, agents, and employees and other entities as directed by the Town are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later edition is used).
- 2) Primary Coverage:** For any claims related to this contract, Consultants insurance coverage shall be primary and non-contributory and at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. This requirement shall also apply to an Excess or Umbrella liability policies.
- 3) Umbrella or Excess Policy:** The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- 4) Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with at least a 30-day notice to the Town.

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

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention (SIR) may be satisfied by either the named insured or Town. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention or deductible that exceeds \$25,000 unless approved in writing by the Town. Any and all deductibles and self-insured retention shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The Town may deduct from any amounts otherwise due Contract to fund the SIR/deductible. Policies shall NOT contain any SIR provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

- E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.
- F. VERIFICATION OF COVERAGE:** Consultant shall furnish Town with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause and a copy of the Declarations and Endorsement Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declaration & Endorsements pages are to be received and approved by the Entity before contract execution. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- G. SPECIAL RISKS OR CIRCUMSTANCES:** Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. SUBCONSULTANTS:** Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Town is an additional insured on insurance required from subconsultant.
- I. CLAIMS MADE POLICIES:** If any of the required policies provide coverage on a claims-made basis:
- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 - 4) A copy of the claims reporting requirements must be submitted to the Town for review.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT E ADDITIONAL FEDERAL PROVISIONS
HUD FUNDED, FEMA FUNDED, AND/OR FHWA FUNDED PROJECTS

Jacobs Engineering Group Inc.
Consultant

On-Call Professional Engineering Services
Project Title

Varies
Budget Account Number

Expense Contracts; Regulatory Compliance Requirements

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

1. Remedies:

A. Contractor Performance and the Breach Thereof

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

B. Termination for Cause and Convenience

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

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the Town of Paradise, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the

Contractor shall pay to the Town the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town may deduct the amount thereof from any money due or that may become due the Consultant under this Contract or any other Contract between the Town and the Consultant.

2. Compliance with State and Federal Laws and Regulations

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

3. CDBG-DR Requirements

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

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

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

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

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

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

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

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

7. Environmental Compliance

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

- E. The Consultant shall comply with HUD regulation pursuant to 24 CFR Part 58.
- F. The Consultant shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- G. The Consultant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Consultant shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. The Consultant and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), the Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50 as amended, the HUD regulation pursuant to 24 CFR Part 58, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the National Historic Preservation Act of 1966 as amended 16 U.S.C. 470, the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set form in 36 CFR Part 800 (Advisory Council on Historic Preservation Procedures for Protection of Historic Properties). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Copeland “Anti-Kickback” Act

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

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require; and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

9. Rights to Inventions Made Under a Contract or Agreement

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

11. Energy Efficiency

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

12. Suspension and Debarment

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

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

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

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

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See the certification in Attachment B.1.

14. Procurement of Recovered Materials

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

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

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

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

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

15. Additional HUD Requirements (CDBG-DR):

A. Equal Opportunity Requirements and Responsibilities

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

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time. The consultant, performing work under this contract, shall follow these laws and regulations:

1. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race,

color, and/or national origin under any program or activity receiving federal financial assistance.

2. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)**: This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
3. **Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
4. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
5. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
6. **The Age Discrimination Act of 1975**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
7. **Section 504 of the Rehabilitation Act of 1973**: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
8. **The Americans with Disabilities Act of 1990 (ADA)**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

9. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
10. **Executive Order 12259**: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
11. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found “probable cause” of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
12. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978**: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
13. **The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)**: This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
14. **Executive Order 11246**: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

B. Minority Business Enterprises and Women’s Business Enterprises

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

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage

participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. Relocation, Displacement, and Acquisition

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

D. Consultant Agreements:

A. Consultant shall:

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

B. Consultants and Subconsultants shall follow the Drug-Free Workplace Act of 1988, which include the items below:

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in

the workplace.

4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

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

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

F. Energy Policy and Conservation Act

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

G. Construction Standards

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

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

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

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

Sustainability Requirements

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

National Floodplain Elevation Standards

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

Wildland-Urban Interface Building Codes (WUI Codes)

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

16. Federal labor Standards Provisions

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

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

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

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

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

17. State Prevailing Wages

- A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.

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

18. Agreements with Contractors

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

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

- B. An agreement between the Subrecipient and any Contractor or other party shall require:
 1. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 2. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
 3. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
 4. Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 10 of this Agreement.
- C. Contractors shall:
 1. The Approved Project activities in accordance with federal, state, and local regulations, as are applicable.

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

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

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

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

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

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

- B. Danger Signals and Safety Devices: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in

good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.

- C. Protection of Lives and Health: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as reasonably necessary.

20. Additional FEMA Requirements

A. Changes

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

B. Access to Records

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

1. The Contractor agrees to provide Cal OES, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Town of Paradise and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

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

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

E. No Obligation by Federal Government.

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

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

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

21. Additional FHWA Requirements:

A. Title VI Assurances:

- 1.** During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:
 - a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
 - b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance

with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (a) through (f) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

2. CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the

Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

4. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

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

Pertinent Non-Discrimination Authorities:

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

- 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).

**TOWN OF PARADISE
RESOLUTION NO. 2023 - __**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO
EXECUTE THE AGREEMENT FOR PROFESSIONAL SERVICES AND
INDIVIDUAL TASK ORDERS UNDER THE RESULTANT MASTER
AGREEMENT FOR RFQ 2023-003 ON-CALL PROFESSIONAL CIVIL
ENGINEERING SERVICES – PENTZ ROAD CORRIDOR UP TO THE
MAXIMUM CONTRACT AGGREGATE AMOUNTS OF TEN MILLION FIVE
HUNDRED THOUSAND (\$10.5M) TO EXPEDITE AND FACILITATE CAMP
FIRE RECOVERY EFFORTS.**

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

WHEREAS, the Town of Paradise 2023/2024 Disaster Recovery and Capital Improvement Plan identifies over \$580M in projects spanning multiple project phases, timelines, and funding sources.

WHEREAS, in an effort to streamline and expedite delivery of recovery projects, staff issued a Request for Qualifications 2023-003 On-Call Professional Civil Engineering Services – Pentz Road Corridor.

WHEREAS, RFQ 2023-003 was designed for a base term of three years with the possibility of two one-year extensions at the discretion of the Town Manager for a maximum term of five years.

WHEREAS, RFQ 2023-003 was designed for a not-to-exceed aggregate contract amount of \$10.5M to be issued as individual task orders.

WHEREAS, RFQ 2023-003 was prepared and reviewed for the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements, including criteria set forth by California Department of Transportation, Federal Highways Administration, Federal Emergency Management Agency, Department of Housing and Urban Development and others.

WHEREAS, RFQ 2023-003 was advertised on June 7, 2023 for work relating to the Town’s current and future Disaster Recovery and Capital Improvement Plan, with major scope of work categories listed below:

- Project Management
- In-house Staff Augmentation
- Capital Improvement Program Management

- Funding Assistance
- Plan Check Reviews
- Pavement Management and Analysis
- Preliminary Documents
- Master Planning
- Traffic Analysis
- Field Investigations, and Data Collection and Analysis
- Topographic and Boundary Surveys
- Environmental Clearance
- Public Outreach
- Right-of-Way Acquisition and Support
- Utility/Other Agency Investigation and Coordination
- Geotechnical Investigation
- Design
- Bidding and Construction Support
- Construction Administrative Services

WHEREAS, RFQ 2023-003 yielded two responses by July 5, 2023 at 4:00 PM from the following firms:

1. Jacobs Engineering Group Inc.
2. Dokken Engineering

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

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

WHEREAS, the recommended consultant to be included in the Master Agreement is:

Dokken Engineering, Inc.

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

WHEREAS, by designating the Town Manager authority to execute all task orders associated with RFQ 2023-003, full benefits of this robust procurement process will be realized by expediting the award process.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Paradise designates the Town Manager as the person authorized to execute the Agreement for Professional Services and individual task orders under the resultant master agreement for RFQ 2023-003 On-Call Professional Civil Engineering Services – Pentz Road Corridor up to the maximum contract aggregate amount of Ten million five hundred thousand dollars (\$10.5M) to expedite and facilitate Camp Fire recovery efforts.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 8th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Greg Bolin, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

Dokken Engineering, Inc.
Consultant

ON-CALL PROFESSIONAL ENGINEERING SERVICES – PENTZ ROAD CORRIDOR

Varies
Budget Account Number

ARTICLE I INTRODUCTION

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

The name of the “CONSULTANT” is as follows:

DOKKEN ENGINEERING, INC.

Incorporated in the State of CALIFORNIA

The Project Manager for the “CONSULTANT” will be BRIAN STEPHENSION

The name of the “LOCAL AGENCY” is as follows: TOWN OF PARADISE

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

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

B. INDEMNITY AND DEFENSE

1. Indemnity

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

2. Duty to Defend

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

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

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

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

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE III STATEMENT OF WORK

CONSULTANT shall provide On-Call Engineering Services, described in Exhibit A entitled "SCOPE OF SERVICES".

ARTICLE IV PERFORMANCE PERIOD

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

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

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

- E. Task Orders may be negotiated for an Actual Cost plus Fixed Fee, lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. If applicable, CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed Federal rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by the Town of Paradise and notification to proceed has been issued by the Town of Paradise's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to the Town of Paradise signed by an authorized representative of the Town of Paradise. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Town of Paradise.
- K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- L. The total amount payable by the Town of Paradise for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT or to exceed the scope of work under this AGREEMENT.
- O. The total amount payable by the Town of Paradise for all Task Orders resulting from this AGREEMENT shall not exceed **\$10,500,000**. It is understood and agreed that there is no guarantee, either express or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

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

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

ARTICLE VI TERMINATION

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

studies, analyses, drawings and data estimates performed to that date, whether completed or not. Such materials may not be withheld until payment is received.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE VIII RETENTION OF RECORD/AUDITS

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

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the Town of Paradise's Finance Director.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

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

Accepted rates will be as follows:

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

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the TOWN OF PARADISE and any subconsultants, and no subconsultant agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the TOWN OF PARADISE for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the TOWN OF PARADISE's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by

the TOWN OF PARADISE Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

- C. Any subconsultant agreement entered into as a result of this AGREEMENT, shall make all the provisions stipulated in this entire AGREEMENT applicable to subconsultants unless otherwise agreed by the TOWN OF PARADISE.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the TOWN OF PARADISE.
- E. Any substitution of subconsultants must be approved in writing by the TOWN OF PARADISE Contract Administrator in advance of assigning work to a substitute subconsultant.
- F. Prompt Progress Payment

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

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

- G. Prompt Payment of Withheld Funds to Subconsultants

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

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

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

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by TOWN OF PARADISE’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT’s approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by TOWN OF PARADISE’s Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TOWN OF PARADISE shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit TOWN OF PARADISE in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TOWN OF PARADISE procedures; and credit TOWN OF PARADISE in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by TOWN OF PARADISE and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TOWN OF PARADISE. The Parties shall divide the cost of such appraisal equally.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at TOWN OF PARADISE construction sites, at TOWN OF PARADISE facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve TOWN OF PARADISE projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by TOWN OF PARADISE representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship

Standards of the Department of Industrial Relations. Certified payrolls submitted to TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the TOWN OF PARADISE Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT and subconsultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by TOWN OF PARADISE shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform TOWN OF PARADISE of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, the CONSULTANT shall, as a penalty to TOWN OF PARADISE, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by TOWN OF PARADISE from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the TOWN OF PARADISE Contract Administrator.
 - F. Penalty
 1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the TOWN OF PARADISE a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done

under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
 - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain a declaration signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, TOWN OF PARADISE shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If TOWN OF PARADISE determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if TOWN OF PARADISE did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by TOWN OF PARADISE.

G. Hours of Labor

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with TOWN OF PARADISE that may have an impact upon the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project. The CONSULTANT shall also

list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project which will follow.

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

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

- A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:
 - 1. No State, Federal, or TOWN OF PARADISE appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this

AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub agreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by TOWN OF PARADISE to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the TOWN OF PARADISE upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or TOWN OF PARADISE shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex or national origin. In administering the TOWN OF PARADISE components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to TOWN OF PARADISE. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FEMA, FHWA, and/or HUD, whichever Department(s) is relevant to the Task Order.

ARTICLE XVIII INSURANCE

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

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

ARTICLE XIX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the TOWN OF PARADISE for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any

additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or TOWN OF PARADISE governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

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

ARTICLE XX CHANGE IN TERMS

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

ARTICLE XXI CONTINGENT FEE

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

ARTICLE XXII DISPUTES

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

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of TOWN OF PARADISE’s Contract Administrator and the Town Manager, who may consider written or verbal information submitted by CONSULTANT.

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by TOWN OF PARADISE Town Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIII INSPECTION OF WORK

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

ARTICLE XXIV SAFETY

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

ARTICLE XXV OWNERSHIP OF DATA

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

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possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by the TOWN OF PARADISE.

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

ARTICLE XXVI CLAIMS FILED BY TOWN OF PARADISE'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to TOWN OF PARADISE's operations, which are designated confidential by TOWN OF PARADISE and made

available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

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

ARTICLE XXVIII CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

The Consultant must take the affirmative steps listed below when subcontracting to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- A. Affirmative steps must include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI PROMPT PAYMENT FROM THE TOWN OF PARADISE TO CONSULTANT

The TOWN OF PARADISE shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the TOWN OF PARADISE fails to pay promptly, the TOWN OF PARADISE shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgement remain unsatisfied. Upon receipt of a payment request, the TOWN OF PARADISE shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the TOWN OF PARADISE 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. 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 personal delivery, five calendar days after deposit in the U.S. Mail (first class postage) or by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Dokken Engineering, Inc.
 Brian Stephenson, Project Manager
 110 Blue Ravine Road, Suite 200

Town of Paradise
Owner-Consultant Agreement
Contract 2023-003

Folsom, CA 95630

TOWN OF PARADISE: 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 TOWN OF PARADISE, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

**TOWN OF PARADISE
A Municipal Corporation**

Consultant

By: _____
Marc Mattox, Interim Town Manager

By: _____
Name:
Title:
Address:

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, Town Attorney

By: _____
Dina Volenski, Town Clerk

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

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

Scope of Work Description:

Upon request by the Town and under Town direction, the Consultant shall provide On-call Professional Civil Engineering Services for a variety of local, state, and federally-funded projects in accordance with applicable local, state and federal regulations. Typical projects requiring civil engineering services may include new construction, or maintenance and improvements of existing public infrastructure, including but not limited to: roadways, bridges, bikeways, parks, sanitary sewer and storm water facilities. Tasks assigned amongst these projects could vary and/or include a combination of environmental, surveying, right-of-way, geotechnical, design, master planning documents, bidding and construction engineering. As Capital Improvement Program (CIP) or private development review projects become available for assignment, project specific “task orders” will be issued.

- **Project Management:**

Project Management shall include project setup, project management, and coordination with the Town. The consultant will provide overall management of the project, including coordination with the Town, other Town consultants, public agencies, utility companies, and other stakeholders. The consultant will provide management of subconsultants in the performance of their work. Project Management activities shall also include development and maintenance of a design schedule and progress reports to be distributed monthly. The schedule and billings shall be submitted in the form and in sufficient detail to track the project status and contract expenditures.

- Project Kick-off Meeting

The Consultant shall schedule and conduct Project kick-off meetings to discuss Project details, establish goals, review the Project schedule, and coordinate efforts. Town staff will work in conjunction with the Consultant to develop the Project Development Team (PDT) prior to the Project kick-off meeting. Once identified, the Consultant shall contact all members of the PDT to coordinate the scheduled meeting date, location, and time. A meeting notice, agenda, and meeting minutes (noting all action items) shall be prepared by the Consultant for the kick-off meeting.

- Monthly Progress Reports.

The Consultant shall prepare brief monthly progress reports (Progress Reports) to record ongoing progress on the Project and to support invoices submitted to the Town for payment. Reports shall include an explanation of tasks accomplished for the month, deliverables finished/submitted, anticipated tasks/progress for the next month, pending issues and schedule completion target dates (updated Project schedule). Monthly Progress Reports will include identification and strategy to resolve any issues, challenges, or delays are foreseen in the project.

- Cost Accounting

The Consultant shall submit monthly invoices in a format that indicate: 1) the total contract amount, 2) all costs incurred for specific tasks performed for the period (actual and percentage), 3) costs incurred to date (actual and percentage), and 4) estimates percentage of completion for each task. Invoices shall include the Project, and invoice numbers on a form provided by the Town (or in a format acceptable to the Town). Charges for each of the individual tasks shall be listed separately, including reimbursable expenses.

- Quality Assurance / Quality Control Plan

The Consultant shall generate a Plan to ensure Quality Assurance and Quality Control (QA/QC) during the entire Project. The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. Exhibits and plans should be checked, corrected, and back-checked for accuracy and completeness.

- Submittal of Project Deliverables
 - The Project deliverables shall be submitted for review by the Town, regulatory agencies, and utility companies. The Town shall be copied on all correspondence.
 - Drawings, including topo and base maps, must be designed and submitted in AutoCAD Civil 3D, Specifications must be submitted in MS Word, and Estimates must be submitted in MS Excel. PDF of all submittals must be submitted as well.
 - All data, information, documents, calculations, reports, plans, specifications, quantity take-offs, estimates, or any other item collected or prepared in either hard copy or electronic format as part of the design of this Project are the property of the Town. The Consultant shall submit all these items to the Town at the completion of the Project. All original documents and electronic files shall become the sole property of the Town and may be used by the Town and/or its assignees without written permission from or additional compensation to the Consultant.

- **In-House Staff Augmentation:**

Consultant shall provide “in-house” staff augmentation services for a variety of Capital Improvement Projects on limited terms and/or projects.

Potential Deliverables: Staff reports, Budgets, Contracts, Invoices, Reports and other related Municipal documents

- **Capital Improvement Program Management:**

Consultant shall provide management services to assist the Town in monitoring, developing and tracking their Capital Improvement Projects through all phases of development. Services can include cost estimating, programming assistance, reporting, project summaries, project prioritization and scoping. Perform value engineering analysis and constructability review.

Potential Deliverables: CIP Summary Reports, Cost Estimates, Programming Summaries, and prioritization

- **Funding Assistance:**

Consultant shall provide grant funding application support including identification of funding sources, preparation of applications and grant management.

Provide CDBG-DR compliance support. Consultant shall have a dedicated team or staff or subconsultant to assist in regulatory compliance and position the Town for reimbursement and construction support activities.

Prepare Local Assistance Procedures Manual (LAPM) forms and exhibits as needed.

Potential Deliverables: Grant applications, Reporting, Reimbursement Requests, LAPM forms and exhibits

- **Plan Check Reviews:**

Consultant shall provide assistance reviewing and checking projects, plans, subdivision and parcel maps, and computations submitted by private developers. Tasks may also include Review of engineering and encroachment permits and environmental and engineering reports and proposals.

Plan Check Reviews will include, but not limited to; review and determination of impacts to the Town's Special Permit Zones, review of grading plans and issuance of Grading Permits, incorporation of MS4 Permit requirements into plan check comments as required, review and determination of R/W Dedications required related to Town road widths and Capital Improvement Projects. Plan Check Reviews may include several rounds of review with comments provided at each stage of development (Planning, Building, etc.).

Potential Deliverables: Comment Response Matrix, Independent Cost Estimates, Independent Verifications, Review Conclusion Letters

- **Pavement Management and Analysis:**

Consultant to provide the Town with pavement management, life cycle cost analysis, assessment of existing pavement and new pavement recommendation services as requested. Tasks provided can range from preliminary recommendations based off of field observations and previous reports to full detailed site investigations, lab analysis and recommendations to support the Town. Consultant may administer and update the Town's Street Saver software.

Potential Deliverables: Pavement Life Cycle Cost Analysis, Pavement Recommendations, Cost Estimates, Pavement Management Plans

- **Preliminary Documents:**

These services include preliminary documents, including; feasibility reports, alternatives analyses, plans and/or reports to document findings and recommendations. Consultant will develop selection criteria that will be used to determine alternatives for a wide range of projects. This selection criteria will be used to assess and develop alternatives that are feasible and fit within the project constraints while meeting stakeholder needs.

Potential Deliverables: Alternative Pros/Cons, Project Cost Estimates, Conceptual Exhibits, Renderings, Plans and Feasibility Reports/Memorandums

- **Master Planning:**

Consultant to provide the Town with master planning analysis and studies as requested. Tasks provided can encompass a varying scale of studies from qualitative justifications to full detailed reporting and modeling depending on the Town's needs.

Potential Deliverables: Multimodal Master Plans, Analysis Studies, and Memos; Storm Drain Master Plan; Circulation Studies; Operation and Performance Assessments; Operations Analysis Reports; Data Collection

- **Traffic Analysis:**

Consultant to provide the Town with traffic analysis and studies as requested. Consultant will assess existing and proposed facilities to demonstrate their impacts on traffic operations. Tasks provided can encompass a varying scale of studies from qualitative justifications to full detailed reporting and modeling depending on the Town's needs.

Potential Deliverables: Traffic Analysis Studies & Memos, Circulation Studies, Traffic Engineering Performance Assessments, Traffic Operations Analysis Reports, Traffic Data Collection

- **Field Investigations, Data Collection, and Analysis:**

Review of Existing Plans, Studies, and Other Relevant Documentation - Consultant, with the assistance of the Town, shall assemble all available information and reports pertaining to the Project including utility information, aerial maps, survey and right-of-way data, traffic analysis, drainage analyses, and any additional pertinent information for the Project to develop preliminary engineering.

The Consultant shall provide a list of all other reports, plans, studies, documents and information that are needed for the design of the Project. The Town will provide copies of all records that are available at the Town. For all other records needed for the design of the Project, the Consultant shall be responsible for researching existing reports and obtaining and reviewing all pertinent Project-related data needed to prepare a complete PS&E package.

Field Surveys - Consultant will review existing utility and improvement plans and conduct a visual field survey to review and record existing conditions to identify any unusual or special conditions that may affect the project design or construction. This will include inventory of existing facilities, including but not limited to roadway facilities, utilities, irrigation systems, landscaping, drainage, retaining walls, existing land use, and signage.

Site Investigations and other services as deemed necessary.

Potential Deliverables: List of Existing Data and Required Data to Complete Project, Summary of Field Surveys and Identification of Constraints, Drainage Reports

- **Land Surveying Services:**

Land surveying services, including but not limited to field surveys, aerial surveys, and other topographic data collection and all necessary documentation (easements, boundary, and all other PLS requirements).

The Consultant shall conduct topographic and boundary surveys for all properties within the Project area and establish horizontal and vertical control for the Project. Rights-of-Entry must be prepared, valid, and on-site at the time of survey. The Consultant shall contact Underground Service Alert (USA) to have existing utilities marked in field prior to the survey. Surveyor shall tie all utility pre-marks.

Topographic surveys shall locate and determine elevations of existing topographic features, curbs, gutters, sidewalks, driveways, handicap ramps, edge of pavement, roadside drainage,

significant trees, fences, signs, buildings, irrigation features, retaining walls. Locate all utilities, including but not limited to rims, utility services, and other potential conflicts. All pipe inverts (if any) shall be measured down from the existing rim elevation and noted in the survey notes. Pipe diameters, pipe materials, and directions should also be included in the survey notes.

- The Consultant's topographic and boundary survey shall conform to the requirement in the Town's Survey Requirements.
- Perform base mapping by plotting the field and boundary data in conformance with the Town's Capital Project Design Standards. Design deliverables must include a finished base map drawing both as a PDF and in AutoCAD Civil 3D 2016 format or newer. Drawings must include 3D objects.

Surveyor shall coordinate with the Geotechnical Engineer to tie all sample locations.

All point descriptions shall accurately describe the feature. Point descriptions shall include pertinent information such as tree diameter, the type of tree such as conifer or deciduous, type of utility, beginning or end of linear feature, material types such as AC or Concrete, and any other descriptions required to easily and accurately identify the feature. The use of generalized descriptions, such as "misc." or "util" shall not be used. Descriptions should use abbreviations to keep their size to a minimum.

It should be noted that prevailing wages will apply for certain professional services such as land surveying (flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils, or foundation investigations, environmental hazardous materials and so forth per the requirements of California State Prevailing Wage.

Potential Deliverables: Topographic Surveys, Control Surveys, Topographic Mapping, Drone Mapping and Surveys and Civil 3D Files all per Town Survey Requirements, Preliminary Title Reports, Final Base Map PDF and Civil 3D File

- **Environmental Clearance:**

Consultant to lead CEQA/NEPA environmental clearance and permitting tasks. Potential environmental studies include, but are not limited to, Natural Environment Study, Noise Study, Air Quality Study, Visual Impact, Initial Site Assessment, Archaeological Survey Report, Historic Property Survey Report, and Historic Resources Evaluation Report. Information from the technical studies and field surveys will be used to prepare CEQA documents (Categorical Exemption, Initial Study/Mitigated Negative Declaration, and Environmental Impact Report) and NEPA documents (Categorical Exclusion, Environmental Assessment, and Environmental Impact Statement). Consultant will pay special attention to the appropriate funding agencies' specific requirements.

Permits may be required for regulatory agencies including , but not limited to, the Central Valley Regional Water Quality Control Board, US Army Corps of Engineers, US Fish and Wildlife Services, California Department of Fish and Wildlife, and other agencies. Permits may also be required from Union Pacific Railroad (UPRR) California Public Utilities Commission (CPUC), and Caltrans.

Consultant to coordinate with regulatory agencies and submit permit applications for the necessary permits.

Town staff shall review all environmental and Caltrans documents prior to submittal or distribution. Documents shall be submitted in Word or PDF.

Consultant shall provide environmental construction surveys, monitoring and mitigation plans, monitoring and training of construction staff.

Potential Deliverables: Project Descriptions, Purpose and Need Statements, Technical Studies, Environmental Documents, Permit Applications, Survey and Monitoring Reports, Training Logs, Caltrans Preliminary Environmental Study, Project Approval and Environmental Documentation

- **Public Outreach:**

Consultant will coordinate public outreach efforts for the Project, which could include developing a public outreach plan, hosting community meetings, meeting with community groups, conducting community assessments, hosting a webpage, and other related public outreach efforts. Public input will be an integral part of the Project and the Consultant should be prepared to oversee and direct outreach efforts and communications with a variety of audiences during this process, property owners, business owners, interest groups, including residents and other stakeholders.

Organize and prepare presentations at meetings held by Town staff, the Town Council, neighborhood groups, and other stakeholders.

Potential Deliverables: Exhibits, News Releases, Web Content, Notices, Flyers, Presentations

- **Right-of-Way Acquisition and Support:**

The Consultant shall obtain all existing property ownership information needed to complete the design of this Project and complete right-of-way and easement acquisition documentation needed to construct the project. All work shall be in conformance with the Uniform Act. The Consultant shall obtain copies of Title Reports and other pertinent data, and coordinate with staff and property owners in preparation of final right-of-way documentation. The final documentation shall identify all affected parcels and their owners and describe additional right-of-way or easements necessary to construct the proposed improvements. Specific tasks may include: preparation of a Right of Entry for each property to authorize preliminary investigative and right of way work; the preparation of legal descriptions and plats of all right-of-way or easements needed for completion of the proposed improvements; appraisal of all properties where right-of-way or easements are required to construct the proposed improvements, including appraisal reviews where applicable; preparation of first written offer packages, for approval by the Town; negotiation with property owners to obtain right-of-way or easements, or "Right-of-Entry" agreements to construct the proposed improvements; and processing and recordation of all agreements, deeds, easements, Rights-of-Entry, and other property-related documentation.

Potential Deliverables: Project Tracking Table, Preliminary Title Reports, Appraisals, Waiver Evaluations, Appraisal Review Reports, Right of Way Agreements, Grant and Easements Deeds, Permit to Enter and Construct documents, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters, recorded Deeds and Easements, Escrow Documents, and Closing Statements, Caltrans Certification forms, Original Acquisition Files

- **Utility/Other Agency Investigation and Coordination:**

The Consultant shall coordinate with all potentially affected utility companies, Town and Caltrans, to ensure that all existing facilities owned, operated, and maintained by the respective entity, including both underground and overhead, are identified accurately prior to the final design phase. The Consultant shall coordinate efforts with each entity, to the extent needed, to prepare the PS&E package. The Consultant shall review the preliminary utility survey and plans completed during the preliminary engineering phase for the Project to verify that all affected utilities including, but not limited to water, electric, gas, communication, storm drain, irrigation, and sewer utilities have been identified within the Project limits.

Contact the utility companies that are impacted by the Project and have the utility companies delineate the location of existing facilities within the Project area. Improvement plans forwarded to the utility companies shall have Right-of-Way lines clearly shown.

If necessary, a second set of plans shall be provided to the utility companies showing sufficient horizontal and vertical information to enable them to determine the impact of the proposed facilities on existing utility facilities.

It will be the responsibility of the Consultant to identify potential points of conflict between proposed facilities and existing or proposed utility company facilities. The Consultant will coordinate resolution of these problems by working with the Town and utility company personnel, including arranging for utility pot-holing, to produce a recommendation for alternative construction that will minimize or eliminate the problem. Copies of the utility locations provided to the Consultant by the utility companies shall be submitted to the Town.

Potential Deliverables: Conflict Maps, Pot-Holing Records, Utility “A”, “B” and “C” Letters, Utility Agreements

- **Geotechnical Investigation:**

Geotechnical analysis shall be provided to the Town as requested and may consist of field exploration, laboratory testing, geotechnical engineering analysis, and report preparation.

The geotechnical samples shall be coordinated with survey to tie all sample locations. Coordination and approval from the Town shall be required prior to commencement of the work. It is the Consultant’s responsibility to determine the locations of all soil tests and borings. The Town will review the locations for concurrence. The Consultant shall notify both the Town and affected property owners at least 48 hours prior to boring operations. Right of Entries must

be valid, and on site during geotechnical activities. Immediately after obtaining soil samples, boring holes shall be backfilled with non-shrink grout or an alternate material acceptable to the Town's.

The Consultant shall be available to clarify geotechnical information and answer questions during design, bidding, and construction phases for the Project.

Potential Deliverables: Preliminary Recommendations, Field Investigations, Laboratory Analysis, Material Testing, Materials and Foundation Reports, Log of Test Borings

- **Design:**

Consultant shall provide geometric, roadway, bike path, pedestrian path, drainage, storm drain, electrical, lighting, grading, park, parking lot and site layout design services. The Consultant shall also provide a wide range of architectural and structural design services including; facilities, bridge, retaining wall, sound wall, and miscellaneous drainage structure design. These services range in scale from preliminary conceptual design to full detailed design to support PS&E.

Design shall include plan, specification and estimate submittals of 30%, 60%, 90%, and final plans (Bid Set). Final plans, specifications and estimate shall include wet-signed originals. Contract plans shall be computer generated using AutoCAD Civil 3D software, version 2016 or later.

The Consultant will prepare complete contract plans in conformance with the Town of Paradise Improvement Standards, Town of Paradise Post-Construction Standards Plan, and Caltrans 2022 Standard Plans and Specifications. These plans will include at a minimum: title sheet, control and layout sheet, typical sections and construction details, plan and profile sheets, cross sections, erosion control plans, staging and phasing construction plans, utility plans, signage and striping plans, electrical systems and lighting plans, traffic signal plans, and landscape plans.

The plans shall indicate all items of work, details, and specifications, including but not limited to: existing conditions, construction staging and phasing, temporary and permanent erosion control, traffic control, clearing and grubbing, cutting and capping existing facilities, utility relocation and undergrounding, earthwork - grading, paving, slopes, curb and gutter, cross gutters, sidewalk, pedestrian ramps, walkways and access ramps, pavement and base, drainage facilities, traffic engineering - signing and striping, traffic signals, signal interconnection conduit, fencing, electrical systems and lighting, security systems, decorative hardscape, landscaping, and other related work required to complete the project. Review and incorporate improvement recommendations from the Town's Storm Drain Master Plan into projects.

All items of work shall be shown both in plan view and profile view.

The Consultant shall prepare, in Microsoft Word and Excel formats all technical specifications, bid sheets, measurement and payment clauses for use in connection with Caltrans Standard Specifications 2022, Bid Book, and bid pages.

The Town will be responsible for preparation of the standard contract, and legal provisions.

All reports, design submittals, plans, specifications, estimates, and other documents prepared or obtained under the agreement entered into by Town and Consultant for this work will be delivered to and become the property of Town.

Potential Deliverables: Civil 3D Design Files, Supporting Calculations, Independent Design Check Comments/Responses, Plans, Reports (hydraulics, etc.), Concept Drawings and Studies

- **Bidding and Construction Support:**

While Town will advertise the Projects for construction, the Consultant shall assist the Town in the bidding and selection process.

The Consultant shall assist the Town in preparing all necessary addenda and provide clarification to the Town regarding any questions on the bid documents during the bid phase. The Consultant may need to attend the Pre-Construction Meeting and other meetings with Town staff, other agencies, and the public as required by the Town. Consultant and sub-consultants shall be available to comment on various design and construction issues during the construction phase, including submittals, requests for information, and change order requests.

The Consultant shall assist the Town in completing “front end” bid documents in accordance with Town, and other relevant ordinances, regulations and statutes.

The Consultant, if requested, shall assist the Town in preparing all advertising text, in accordance with the relevant statutes and regulations. The Town shall be responsible for the actual advertising of the bid.

The Consultant shall assist the Town in evaluating the bids, selecting the Contractor, and awarding the contract. This shall include assisting in documenting the basis for any bid rejection, if at the sole discretion of the Town this is considered necessary for the public interest.

Potential Deliverables: Bid Document Addenda, Response to Bid Inquiries, Pre-Construction Meeting Agenda and Minutes

- **Construction Administrative Services:**

The Consultant shall provide assistance during construction on the content of the contract plans and specifications, review of submittals and shop drawings submitted by the Contractor, responding to requests for information, performance of periodic and final inspections, approve progress payments and lien releases submitted by the Contractor, and certification that the Contractor has completed the Project in conformance with the Project plans and specifications

Potential Deliverables: RFI Responses, Submittal Approvals, Site Inspections, Weekly Statement of Working Days, Contract Change Orders, Project Closeout Documents

Requested Professional Engineering services may include other related professional and administrative tasks to assist the Town depending on the scope of the proposed project. These services shall be in accordance with applicable law, HUD/HCD requirements, Caltrans Standards, FHWA Standards, FEMA requirements, and the Town’s Standards.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT B COMPENSATION

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

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

Approved ICRs are fixed for the life of the contract,

INSERT CONSULTANT COST PROPOSAL

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

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

The Provider shall complete all services in accordance with the Attachment which set for the specific services and completion schedules.

INSERT CONSULTANT SCHEDULE

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

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

- 1) Additional Insured Status:** The Town of Paradise, its officers, officials, employees and volunteers as well as the State of California, its officers, agents, and employees and other entities as directed by the Town are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later edition is used).
- 2) Primary Coverage:** For any claims related to this contract, Consultants insurance coverage shall be primary and non-contributory and at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. This requirement shall also apply to an Excess or Umbrella liability policies.
- 3) Umbrella or Excess Policy:** The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- 4) Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with at least a 30-day notice to the Town.

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

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention (SIR) may be satisfied by either the named insured or Town. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention or deductible that exceeds \$25,000 unless approved in writing by the Town. Any and all deductibles and self-insured retention shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties.

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

- E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.
- F. VERIFICATION OF COVERAGE:** Consultant shall furnish Town with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause and a copy of the Declarations and Endorsement Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declaration & Endorsements pages are to be received and approved by the Entity before contract execution. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- G. SPECIAL RISKS OR CIRCUMSTANCES:** Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. SUBCONSULTANTS:** Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Town is an additional insured on insurance required from subconsultant.
- I. CLAIMS MADE POLICIES:** If any of the required policies provide coverage on a claims-made basis:
 - 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 - 4) A copy of the claims reporting requirements must be submitted to the Town for review.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT E ADDITIONAL FEDERAL PROVISIONS
HUD FUNDED, FEMA FUNDED, AND/OR FHWA FUNDED PROJECTS

Consultant

On-Call Professional Engineering Services – Pentz Road Corridor
Project Title

Varies
Budget Account Number

Expense Contracts; Regulatory Compliance Requirements

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

1. Remedies:

A. Contractor Performance and the Breach Thereof

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

B. Termination for Cause and Convenience

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

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

2. Compliance with State and Federal Laws and Regulations

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

3. CDBG-DR Requirements

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

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

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

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

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

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

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

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

7. Environmental Compliance

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

- C. The Consultant shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended, and all applicable standards, orders and regulations. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. The Consultant shall comply with EPA regulation pursuant to 40 CFR Part 50, as amended.
- E. The Consultant shall comply with HUD regulation pursuant to 24 CFR Part 58.
- F. The Consultant shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- G. The Consultant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Consultant shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. The Consultant and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), the Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50 as amended, the HUD regulation pursuant to 24 CFR Part 58, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the National Historic Preservation Act of 1966 as amended 16 U.S.C. 470, the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set form in 36 CFR Part 800 (Advisory Council on Historic Preservation Procedures for Protection of Historic Properties). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Copeland “Anti-Kickback” Act

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

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require; and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

9. Rights to Inventions Made Under a Contract or Agreement

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

11. Energy Efficiency

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

12. Suspension and Debarment

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

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

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

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

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See the certification in Attachment B.1.

14. Procurement of Recovered Materials

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

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

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

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

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

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

15. Additional HUD Requirements (CDBG-DR):

A. Equal Opportunity Requirements and Responsibilities

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

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

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

1. **Title VI of the Civil Rights Act of 1964**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
2. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)**: This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
3. **Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
4. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
5. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
6. **The Age Discrimination Act of 1975**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
7. **Section 504 of the Rehabilitation Act of 1973**: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
8. **The Americans with Disabilities Act of 1990 (ADA)**: This act modifies and expands the

Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

9. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
10. **Executive Order 12259**: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
11. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found “probable cause” of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
12. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978**: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
13. **The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)**: This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
14. **Executive Order 11246**: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

B. Minority Business Enterprises and Women’s Business Enterprises

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

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

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

C. Relocation, Displacement, and Acquisition

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

D. Consultant Agreements:

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

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

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

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

F. Energy Policy and Conservation Act

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

G. Construction Standards

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

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

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

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

Sustainability Requirements

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

National Floodplain Elevation Standards

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

Wildland-Urban Interface Building Codes (WUI Codes)

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

16. Federal labor Standards Provisions

Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

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

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

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

The Consultant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Town for review upon

request. Consultant shall be responsible for monitoring all subcontractors, as applicable, for compliance with these provisions.

17. State Prevailing Wages

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

18. Agreements with Contractors

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

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

- B. An agreement between the Subrecipient and any Contractor or other party shall require:
 - 1. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 - 2. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
 - 3. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the

Approved Project activities.

4. Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 10 of this Agreement.
- C. Contractors shall:
1. The Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
 2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by HCD, as determined by the particulars of each individual Project will be required.
- D. Contractors and Subcontractors: Drug-Free Workplace Act of 1988
1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
 2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
 3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
 4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
 5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
 6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

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

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

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

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

20. Additional FEMA Requirements

A. Changes

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

B. Access to Records

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

1. The Contractor agrees to provide Cal OES, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Town of Paradise and the Contractor acknowledge and agree that no language in this contract is intended to prohibit

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

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

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

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

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

E. No Obligation by Federal Government.

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

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

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

21. Additional FHWA Requirements:

A. Title VI Assurances:

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

this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (a) through (f) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

2. CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

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

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is

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

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

4. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute

property of the recipient and its assigns.

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- 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).



Town of Paradise
Council Agenda Summary
Date: August 8, 2023

Agenda Item: 6(e)

ORIGINATED BY: Aimee Beleu, Finance Director / Town Treasurer
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Report of Development Impact Fees for the Town of Paradise for Fiscal Year Ended June 30, 2022

COUNCIL ACTION REQUESTED:

1. After discussion consider adopting Resolution No. 2023-___, 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)

Background:

In April 1995, the Town of Paradise adopted a Development Impact Fee Program to address the cost of facilities and capital needs generated by residential and commercial new development. The purpose was to ensure that new growth paid its own way and didn't burden existing revenue sources. In January 2001, the program and associated fees were revised and updated. The program has five basic elements:

- Fire Facilities, Training and Equipment
- Law Enforcement Facilities, Training and Equipment
- Traffic Control Facilities
- Streets and Thoroughfares
- Drainage Facilities

In accordance with Section 66006 of the Government Code, the Town is required to prepare an annual report related to development impact fees. This report must contain the following information and be available to the public 15 days prior to review at a public meeting:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending amount of each fund.
4. The amount of the fees collected and interest earned.
5. An identification of each public improvement on which fees were expended and the percent of the public improvement funded with the fees.
6. An identification of approximate dates by which the construction of the public improvements will commence if the Town determines that sufficient funds have been collected to complete the project.
7. A description of each interfund transfer or loan made from the fund (if any).
8. The amount of refunds made of fees collected (if any).

Discussion:

Staff has completed a resolution with attached addendum, which includes the required legal information for review and adoption. It reports on development impact fees for the fiscal year ended June 30, 2022. Staff continues to monitor each impact fee account balance and look for funding opportunities for the projects identified in the 2001 study.

Financial Impact:

There is no financial impact to the Town of preparing and presenting these development impact fee reports.

**TOWN OF PARADISE
RESOLUTION NO. 2023-____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA,
REPORTING UNEXPENDED DEVELOPMENT IMPACT FEES IN ACCORDANCE WITH
GOVERNMENT CODE SECTION 66006**

WHEREAS, Government Code section 66006 requires the Town to annually disclose to the public information concerning development impact fees it has received in connection with the approval of development projects; and

WHEREAS, pursuant to Government Code Section 66006, the Town made the information pertaining to the funds and improvements relating to development impact fees available to the public on July 24, 2023 after mailing notice thereof to any interest party who has filed a written request with the Town Clerk for such information.

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

Section 1. Pursuant to Government Code section 66006, the Town Council made available to the public all required information for fiscal year ended June 30, 2022 as stated in the reports attached to this Resolution.

Section 2. On August 8, 2023, after considering the available information and all written and oral evidence provided to it, the Council adopted this Resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 8th day of August 2023 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Greg Bolin, Mayor

ATTEST:

By: _____
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

By: _____
Scott E. Huber, Town Attorney

Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Streets and Thoroughfares (Fund 2510)
For Fiscal Year Ended June 30, 2022

Streets and Thoroughfares Impact Fees are necessary and imposed on new development in order to mitigate the impact of increased traffic on the Town's roadways. The originally adopted Management Services Institute Development Impact Fee Report indicates that street shoulder widening, street widening, road extension and connections will be necessary to keep traffic moving smoothly throughout Town as development continues. In January 2001 the schedule of development impact fees projects were updated and revised.

	July 1, 2021 - June 30, 2022
Beginning Balance	685,278.89
Revenues:	
Impact Fees Collected: *	13,939.54
Interest and Other Earnings:	402.85
Total Revenues:	14,342.39
Expenditures:	-
Total Expenditures:	-
Ending Fund Balance	699,621.28

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 4.2

TOWN OF PARADISE
DEVELOPER FEES DETAIL
STREETS AND THOROUGHFARES (Revised 1/24/00)

LINE #	DESCRIPTION	LINEAR FEET	ESTIMATED COST	CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT			
				% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST		
							LOCAL IMPACT	TOWN-WIDE IMPACT	OUTSIDE TOWN
STREET SHOULDER WIDENING									
ST-01	SOUTH LIBBY ROAD FROM BENNETT TO PEARSON	4,224	\$ 462,625	60	\$ 277,575	40	\$ 185,050	0	0
ST-02	SAWMILL ROAD FROM PEARSON TO MAGADON	2,570	318,467	60	191,080	40	127,387	0	
ST-03	EDGEWOOD ROAD FROM PEARSON TO S/O MARSTON	5,400	548,729	60	329,237	40	219,492	0	
ST-04	PENTZ ROAD FROM PEARSON TO SOUTH TOWN LIMITS	5,228	548,069	10	54,807	90	0	\$383,648	\$ 164,421
ST-05	PENTZ ROAD FROM BILLE TO PEARSON	8,800	884,197	15	132,630	85	0	751,567	0
ST-06	ROE ROAD FROM NEAL TO EAST TERMINUS	10,000	1,163,406	70	814,384	30	349,022	0	0
ST-07	NEAL ROAD FROM SKYWAY TO SOUTH TOWN LIMITS	8,900	915,320	40	366,128	60	274,596	274,596	0
ST-08	SCOTTWOOD FROM BUSCIIMANN TO KINSEY	5,050	467,803	30	140,341	70	280,682	46,780	0
ST-09	OLIVER ROAD FROM BILLE TO VALLEY VIEW	1,900	196,175	15	29,426	85	166,749	0	0
STREET WIDENING (FROM 2 TO 4 LANES)									
ST-10	SKYWAY FROM NORTH OF BILLE TO PENTZ	15,600	2,875,780	15	431,367	85	0	287,578	\$2,156,835
ST-11	CLARK ROAD FROM NORTH OF WAGSTAFF TO SKYWAY	7,560	1,219,316	15	182,897	85	0	121,932	914,487
STREET EXTENSIONS & CONNECTIONS									
ST-12	BUSCIIMANN FROM FOSTER TO SKYWAY	1,980	248,400	15	37,260	85	0	211,140	
ST-13	ELLIOTT, FROM NIELSEN TO KIBLER	1,000	153,497	15	23,025	85	0	130,472	
ST-14	FOREST SERVICE ROAD FROM SKYWAY TO CLARK	3,200	455,362	15	68,304	85	387,058	0	0
ST-15	KELLER FROM SAWMILL TO SOUTH LIBBY	1,400	236,583	50	118,292	50	118,291	0	0
ST-16	BENNETT FROM SOUTH LIBBY TO EDGEWOOD	2,750	405,711	60	243,427	40	162,284	0	0
MISCELLANEOUS PROJECTS									
ST-17	MISC. IMPROVEMENTS - WESTSIDE AREA	...	\$ 789,227	0	0	100	\$ 789,227	0	0
ST-18	MISC. IMPROVEMENTS - SOUTHSIDE AREA	...	492,200	0	0	100	492,200	0	0
TOTAL ESTIMATED PROJECT COSTS			\$12,380,867		\$3,440,180		\$ 3,552,038	\$2,207,713	\$3,235,743

Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Traffic Control Facilities (Fund 2520)
For Fiscal Year Ended June 30, 2022

The Town's growth will impact the level of congestion on all of the Town's roadways which is the reason Traffic Control Facilities Impact Fees are necessary and imposed on new development. The originally adopted Management Services Institute Development Impact Fee Report further explains that construction of new signals will be needed to avoid congestion in the future. In January 2001 the schedule of development impact fees projects were updated and revised.

	July 1, 2021 - June 30, 2022
Beginning Balance	79,179.61
Revenues:	
Impact Fees Collected: *	1,204.44
Interest and Other Earnings:	46.32
Total Revenues:	1,250.76
Expenditures:	-
Total Expenditures:	-
Ending Fund Balance	80,430.37

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 5.2

TOWN OF PARADISE
DEVELOPER FEES DETAIL
TRAFFIC CONTROL FACILITIES (Revised 1/24/00)

LINE #	DESCRIPTION	ESTIMATED COST	CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT		
			% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST	
						TOWN-WIDE IMPACT	OUTSIDE TOWN
TC-01	NEW TRAFFIC SIGNAL - SKYWAY & BUSCHMANN	\$150,000	15%	\$22,500	85%	\$127,500	0
TC-02	NEW TRAFFIC SIGNAL - PEARSON CHURCHILL <i>Rec</i>	150,000	15%	22,500	85%	127,500	0
TC-03	NEW TRAFFIC SIGNAL - CLARK & BUSCHMANN	190,000	15%	28,500	85%	161,500	0
TOTAL ESTIMATED PROJECT COSTS		\$ 490,000	15%	\$ 73,500	85%	\$ 416,500	\$0

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Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Law Enforcement Facilities, Training and Equipment (Fund 2540)
For Fiscal Year Ended June 30, 2022

Law Enforcement Facilities Impact Fees are necessary and imposed on new development because future development will impact the Town's Police Department by requiring additional police officers and support staff, new equipment and vehicles and additional building space in order to maintain the same level of service. The originally adopted Management Services Institute Development Impact Fee Report supports this need. Additional equipment and facilities are necessary to accommodate the increased public safety demands of development. In January 2001 the schedule of development impact fees projects were updated and revised.

	July 1, 2021 - June 30, 2022
Beginning Balance	25,396.78
Revenues:	
Impact Fees Collected: *	2,176.47
Interest and Other Earnings:	15.89
Total Revenues:	2,192.36
Expenditures:	
Two (2) police vehicles - 100%	
Total Expenditures:	-
Ending Fund Balance	27,589.14

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 6.2
(Revised 1/24/00)

TOWN OF PARADISE DEVELOPER FEES DETAIL LAW ENFORCEMENT FACILITIES, EQUIPMENT & TRAINING			CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
LINE #	DESCRIPTION	ESTIMATED COST	% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
PD-01	Police facility expansion					
PD-01	A. Construction costs (3,500 sq. ft.)	\$ 437,500	50%	\$ 218,750	50%	\$ 218,750
PD-01	B. Design, engineering and contract admin. (15% of building construction)	\$ 65,625	50%	\$ 32,813	50%	\$ 32,812
PD-01	C. Contingence (10% of above costs)	\$ 43,750	50%	\$ 21,875	50%	\$ 21,875
PD-02	Vehicles (four vehicles at \$30,000; 3 @ \$20,000)	\$ 180,000	50%	\$ 90,000	50%	\$ 90,000
PD-03	Training costs (see schedule 6.4)	\$ 317,196	0%	\$.	100%	\$ 317,196
	TOTAL ESTIMATED PROJECT COSTS	\$1,044,071	34.8%	\$ 363,438	65.2%	\$ 680,633

Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Fire Facilities, Training and Equipment (Fund 2550)
For Fiscal Year Ended June 30, 2022

Fire Facilities Impact Fees were imposed on new development because new development increases the demand on public safety facilities and fire equipment through increased calls for services as shown in the originally adopted Management Services Institute Development Impact Fee Report. Additional equipment and facilities are necessary to accommodate the increased public safety demands of development. In January 2001 the schedule of development impact fees projects were updated and revised.

	July 1, 2021 - June 30, 2022
Beginning Balance	39,268.34
Revenues:	
Impact Fees Collected: *	1,897.28
Interest and Other Earnings:	23.71
Total Revenues:	1,920.99
Expenditures:	-
Total Expenditures:	-
Ending Fund Balance	41,189.33

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A – SCHEDULE 7.2

(Revised 1/24/00)

TOWN OF PARADISE
DEVELOPER FEES DETAIL
FIRE FACILITIES, EQUIPMENT & TRAINING

LINE #	DESCRIPTION	ESTIMATED COST	CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
			% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
FD-01	ACQUISITION OF COMMAND VEHICLE	\$35,000.	85%	\$29,750.	15%	\$5,250.
FD-02	ACQUISITION OF BRUSH TRUCK (STATION #1)	\$180.00.	85%	\$153,000.	15%	\$27,000.
FD-03	FUEL TANK EXPANSION (STATION #2)	\$65,000.	50%	\$32,500.	50%	\$32,500.
FD-04	REPLACEMENT OF RADIO EQUIPMENT	\$40,000.	50%	\$20,000.	50%	\$20,000.
FD-05	REPLACEMENT OF BREATHING APPARATUS (32 UNITS) + AIR BOTTLES (32 UNITS)	\$48,000.	85%	\$40,800.	15%	\$7,200.
FD-06	RETROFIT ENGINE CAB TO FULLY ENCLOSED	\$38,000.	67%	\$25,460.	33%	\$12,540.
FD-07	REPLACEMENT OF AIR COMPRESSOR	\$24,000.	85%	\$20,400.	15%	\$3,600.
FD-08	TRAINING COSTS (SEE SCHEDULE 6.4)	\$32,000.	0%	0	100%	\$32,000.
FD-09	REPLACEMENT OF LADDER TRUCK	\$350,000.	45%	\$157,500	55%	\$192,500.
	TOTAL ESTIMATED PROJECT COSTS	\$812,000.	59%	\$479,410	41%	\$332,500.

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Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Drainage Facilities (Fund 2551)
For Fiscal Year Ended June 30, 2022

The Construction of flood control and storm drainage facilities is essential to the preservation of private property, public streets, curbs and other facilities. Drainage Facilities Impact fees are necessary and imposed on new development in order to build such facilities. The originally adopted Management Services Institute Development Impact Fee Report indicates that development will require the installation of additional storm drain lines and detention basins to handle increased runoff from developing areas. In January 2001 the schedule of development impact fees projects were updated and revised.

	July 1, 2021 - June 30, 2022
Beginning Balance	772,068.70
Revenues:	
Impact Fees Collected: *	15,374.33
Interest and Other Earnings:	453.68
Total Revenues:	15,828.01
Expenditures:	
Total Expenditures:	-
Ending Fund Balance	787,896.71

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 9.2

(Revised 1/24/00)

SCHEDULE 9.2 TOWN OF PARADISE STORM DRAINAGE FACILITIES				CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
PROJECT NO.	DESCRIPTION	ORIGINAL ESTIMATED COST*	CURRENT ESTIMATED COST**	% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
STORM DRAINAGE IMPROVEMENTS							
SD-01	WAGSTAFF BASIN	\$140,053	\$ 164,018	0.00		100.00	\$ 164,018
SD-02	VALLEY VIEW BASIN	101,056	119,050	0.00		100.00	119,050
SD-03	NORTH END OF HONEY RUN BASIN	484,652	567,584	0.00		100.00	567,584
SD-04	HONEY RUN 6 BASIN	306,302	358,715	0.00		100.00	358,715
SD-05	LOWER SKYWAY BASIN	227,106	266,061	0.00		100.00	266,061
SD-06	POE 1 BASIN	470,067	551,205	0.00		100.00	551,205
SD-07	POE 2 BASIN	148,392	173,784	0.00		100.00	173,784
SD-08	PEARSON 5 BASIN	381,077	446,988	0.00		100.00	446,988
SD-09	PEARSON 5A BASIN	66,535	77,921	0.00		100.00	77,921
SD-10	PEARSON 1 BASIN	2,693,200	3,154,048	42.73	\$1,347,724	57.27	1,806,323
SD-11	CLARK 1 BASIN	481,127	563,456	37.20	209,606	62.80	353,850
SD-12	CLARK 2 BASIN	664,193	777,846	43.74	340,230	56.26	437,616
SD-15	SAWMILL 1 BASIN	343,159	401,879	0.00		100.00	401,879
SD-16	SAWMILL 4 BASIN	83,000	97,202	0.00		100.00	97,202
SD-17	PENTZ 1 BASIN	1,079,737	1,264,496	0.00		100.00	1,264,496
SD-18	PENTZ 5 BASIN	204,000	238,907	0.00		100.00	238,907
SD-19	WEST BRANCH BASIN	251,502	294,632	0.00		100.00	294,632
SD-20	COUNTRY CLUB BASIN	53,000	62,070	0.00		100.00	62,070
SD-21	INDUSTRIAL PARK BASIN	44,003	52,563	0.00		100.00	52,563
TOTAL		8,226,001	\$9,632,425	19.70	\$1,897,561	80.30	\$ 7,734,864

* ORIGINAL PROJECT COSTS MSI STUDY, OCTOBER 1991

** CURRENT PROJECT COSTS, BASED UPON ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX



Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

**2023 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by



voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).