



Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

MEETING NOTICE AND AGENDA

Wednesday, May 20, 2020
6:00 p.m.

Council Chambers
City Hall

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live-streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 9322 3235 083# followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

ROLL CALL: Mayor Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

INVOCATION: Councilmember Donald E. Holley

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)

INTRODUCTIONS:

1. Gabriela Salazar, Administrative Analyst

A. WORKSHOP: None

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Minutes – April 1, 2020

Recommendation: Approve the City Council Minutes of April 1, 2020

B-2 Informational Report on Register Audited Demands April 25, 2020 to May 8, 2020

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service Expenditures

Recommendation: No Action Required (Report by Arnaldo Rodriguez)

B-4 Administrative Policy on Lactation Breaks

Recommendation: Adopt a Minute Order Approving an Administrative Policy on Lactation Break Time and Location (Report by Wendy Silva)

B-5 Special Activity Permit for the Use of Designated Areas of the Madera Municipal Airport for the 2020-2021 Porsche Club of America Autocross Events

Recommendation: Adopt a Resolution Approving a Special Activity Permit for the Porsche Club of America to Utilize Certain Areas at the Madera Municipal Airport for autocross events on seven dates (Report by Daniel Foss)

B-6 Agreement with Tech Master Pest Management for Pest Control Services for 38 Facilities

Recommendation: Adopt a Resolution Approving the Agreement with Tech Master Pest Management for Pest Control Services (Report by Daniel Foss)

B-7 Amendment to the Agreement with Serna Construction Inc. regarding Americans with Disability Act and Lighting Improvements at Centennial Park, Pan American Center and Frank Bergon Center

Recommendation: Adopt a Resolution Amending the Agreement with Serna Construction Inc. in the Amount of \$100,000 for the Construction of ADA and Lighting Improvements at Centennial Park, Pan American Center and Frank Bergon Center, City Project No. PK-62 & PK-63, CBDG No. B15MC060053, B17MC006053, and B18MC060053 (Report by Keith Helmuth)

B-8 Health, Dental, Vision and Employee Assistance Program Insurance Providers for Fiscal Year 2020/21

Recommendation: Adopt a Minute Order Approving the 2020/21 Health, Dental, Vision, and Employee Assistance Program Insurance (Report by Wendy Silva)

B-9 Letter Supporting the League of California Cities “Support Local Recovery: Vibrant Cities. Strong Economies: Campaign

Recommendation: Adopt a Minute Order Supporting the League of California Cities “Support Local Recovery: Vibrant Cities. Strong Economies: Campaign

C. PUBLIC HEARINGS:

C-1 Public Hearing Regarding Proposed Annexation No. 9 to Community Facilities District No. 2005-01 (Sherwood Apartments) and Related Actions

Recommendation:

1. Approve a Resolution Authorizing the Annexation of Territory to Community Facilities District No. (CFD) 2005-01 and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors; and
2. Approve a Resolution Calling a Special Election and Submitting to the Voters of Annexation No. 9 of the City’s CFD 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 9 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance Within the District; and
3. Conduct a Special Election of the Qualified Electors of Annexation No. 9 of the City’s CFD 2005-01 and Declaration and Certification of the Results Thereof; and
4. Adopt a Resolution Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 9 to CFD 2005-01 (Report by Darrel Unruh)

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Award of Agreement with Synagro-WWT, Inc. for Sludge Hauling and Disposal Services from the Wastewater Treatment Plant at \$41.00 per ton plus monthly container fees of \$800.00 Each

Recommendation: Adopt a Resolution Approving the Agreement with Synagro-WWT for Sludge Hauling & Disposal Services from the Wastewater Treatment Plant (Report by Daniel Foss)

D-2 Construction of Traffic Signal at the Intersection of Howard Road and Granada Drive, City Project No. TS-17

Recommendation:

1. Adopt a Resolution Approving the Contract Award for the Traffic Signal at the Intersection of Howard Road and Granada Drive, City Project No. TS-17, in the Amount of \$499,775.00 to Bush Engineering Inc. and Authorizing Construction Contingencies and Construction Management Services Relating to the Contract; and

2. Adopt a Resolution Approving Funding Amendment Appropriating \$80,000 to the Fiscal Year 2019/20 Capital Projects Budget for the Construction of the Traffic Signal at the Intersection of Howard Road and Granada Drive, City Project No. TS-17 (Report by Keith Helmuth)

D-3 Construction of Traffic Signal at the Intersection of Howard Road and Westberry Boulevard, City Project No. TS-19

- Recommendation:**
1. Adopt a Resolution Approving the Contract Award for the Traffic Signal at the Intersection of Howard Road and Westberry Boulevard, City Project No. TS-19, in the Amount of \$503,385.00 to Avison Construction, Inc. and Authorizing Construction Contingencies and Construction Management Services Relating to the Contract; and
 2. Adopt a Resolution Approving Funding Amendment Appropriating \$150,000 to the Fiscal Year 2019/20 Capital Projects Budget for the Construction of the Traffic Signal at the Intersection of Howard Road and Westberry Boulevard, City Project No. TS-19 (Report by Keith Helmuth)

D-4 Sidewalk and Safety Improvements on Sunset Avenue between Pine Street and Double Tree Way

- Recommendation:**
1. Adopt a Minute Order Approving the Acceptance of the Construction of Sunset Avenue Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL-5157(111), City Project No. R-66, Recording of Notice of Completion, Release of Retention 35 days after Recording Notice of Completion; and
 2. Adopt a Resolution Approving an Increase in the in the Construction Contingencies to 16 percent for the Sunset Avenue Sidewalk and Safety Improvements Pine Street to DoubleTree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (Report by Keith Helmuth)

D-5 Contract with Hinderliter, deLlamas & Associates (HdL) Companies to Provide Financial Consulting Services

- Recommendation:**
1. Adopt a Resolution Approving a Contract with HdL Companies and Authorizing the Examination of Sales or Use Tax Records of the California Department of Tax and Fee Administration; and
 2. Approve a Resolution Authorizing the Examination of Sales, Use, and Transaction Tax Records (Report by Roger Sanchez)

D-6 Contract with Hinderliter, deLlamas & Associates (HdL Companies) to Provide Consulting Services Relating to Regulatory Ordinance, Taxation Ordinance, and Related Regulations for Cannabis

- Recommendation:** Adopt a Resolution that approves a contract for cannabis consulting services to develop a regulatory ordinance to allow, permit, regulate and tax cannabis businesses, conducting a cost recovery fee study, develop a cannabis tax ordinance and accompanying ballot measure (Report by Arnoldo Rodriguez)

E. ADMINISTRATIVE REPORTS:

E-1 Madera County Economic Development Commission Quarterly Update (Report by Bobby Kahn)

E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Deliberation and Direction given from Council (Report by Arnaldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

G. CLOSED SESSION:

G-1 Conference with Real Property Negotiators-Pursuant to Government Code § 54956.8

Property: 1 Parcel

City of Madera: APN: 012-043-003

Agency Negotiators: Keith Helmuth

Negotiating Party: Gus' Food Locker, A Partnership of Augustine Sambueso, Jr. and Donald Sambueso

Under Negotiations: Price and Terms

G-2 Threat to Public Services or Facilities, Government Code Section 54957(a), Consultation with City Manager, City Attorney, and Chief of Police

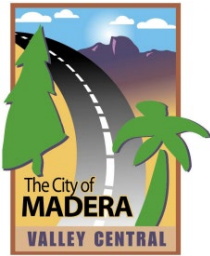
ADJOURNMENT: – Next regular meeting on June 3, 2020

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for May 20, 2020 near the front entrances of City Hall and on the City's website www.madera.gov at 9:30 p.m. on May 14, 2020.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	04/01/2020
Adopted:	05/20/2020

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

**April 1, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspends certain requirements of the Ralph M. Brown Act. Social distancing per the Executive Order were used at the meeting. Members of the public were strongly encouraged to participate remotely at the April 1, 2020 meeting viewing livestream at www.madera.gov. Comments were accepted by email at citycouncilpubliccomment@madera.gov.

CALL TO ORDER – Meeting was called to order at 6:00 p.m.

ROLL CALL:

- Present:**
- Mayor Andrew J. Medellin**
 - Mayor Pro Tem Santos Garcia, District 5**
 - Councilmember Cece Gallegos, District 1**
 - Councilmember Jose Rodriguez, District 2**
 - Councilmember Steve Montes, District 3**
 - Councilmember Derek O. Robinson Sr., District 4**
 - Councilmember Donald E. Holley, District 6**

Absent: None

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Police Chief Dino Lawson, Division Fire Chief Matt Watson, City Engineer Keith Helmuth, Grants Administrator Ivette Iraheta, Director of Human Resources Wendy Silva, Information Services Manager Mark Souders, Parks and Community Services Director John Scarborough, Chief Building Official Steve Woodworth, Director of Finance Roger Sanchez, Interim Planning Manager Darrell Unruh, and Interim Public Works Director Dan Foss.

INVOCATION: Councilmember Donald Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Mayor Medellin opened public comment and asked if anyone wanted to submit a public comment via the phone located in the lobby.

Bobby Kahn, Executive Director of the Madera County Economic Development Commission conveyed a thank you from Karen Saitta, Vice President of Real Estate and Construction for Vallarta Stores. Chief Building Official Steve Woodworth for meeting with her regarding their Vallarta Store project and providing regular updates. She stated it makes her job easier. She also thanked Commander Gino Chiamonte of the Police Department as he arranged random drive-bys of the property as she reported huge issues with homeless and drug addicts. The Police Department also responded to a theft in progress and although nobody was there when they responded, they did stay on-site until she could get someone out there to secure the building.

Division Fire Chief Matt Watson indicated there were no more people in the lobby for public comment.

Mayor Medellin asked City Clerk Alicia Gonzales to identify and read any emails received from the public as part of public comment.

Ms. Gonzales read emails from:

Gabriela Angeles asked that Council take a look at the effects that the pandemic is causing. She asked that Council hold stores accountable when they price gauge the community. She asked that they lower city utility prices, waive late fees, don't shut off the power or water for non-payment. She asked that they suspend any and all evictions.

Madeline Harris submitted translation for a non-English speaking resident who doesn't have email.

Ms. Eva (no last name given) asked Council to help them get more time to pay their rent, help them not be charged late fees and help them not get evicted from their homes during this illness that is going around. She stated most of them aren't working in the fields right now and it is a difficult time for them.

Ms. Eva also stated that the air conditioning and the heat don't work where she is living and would like the City to go inspect the apartments and homes when the weather gets warmer. She stated the landlord gets very annoyed whenever they ask him to repair things and their requests are treated as an annoyance.

Ed Chicon asked that there be a discounted price for propane during this difficult time especially for senior/disabled citizens on a fixed income. He said it costs too much to change carrier due to Suburban Propane's service charges.

Madeline Harris would like Council to call an emergency meeting to take action to protect residents from evictions during this crisis. She attached a draft ordinance for Council review.

Mayor Medellin closed public comment.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Department of Public Health Director Sara Bosse)

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

ON MOTION BY COUNCILMEMBER ROBINSON, AND SECONDED BY COUNCILMEMBER MONTES, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – 03/18/20s

B-2 Informational Report on Register Audited Demands March 7, 2020 to March 20, 2020 (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity (Report by Wendy Silva)

B-4 Information Report on Contract City Attorney Service Expenditures (Report by Wendy Silva)

B-5 Waive Full Reading and Consider Adoption of an Ordinance of the City Council of the City of Madera, California Amending Title V: Sanitation and Health, Chapter 3: Garbage, Refuse and Recycling to Establish Mandatory Organic Recycling Requirements for Commercial Businesses and Multi-family Units Containing Five or More Units as Required by Assembly Bill No. 1826 (Report by Daniel Foss)

ORD 970 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING TITLE V: SANITATION AND HEALTH, CHAPTER 3: GARBAGE, REFUSE AND RECYCLING, SECTIONS 5-3.01 AND 5-3.09 OF THE MADERA MUNICIPAL

**CODE AND ADDING SECTION 5-3.05 TO THE MADERA MUNICIPAL CODE
RELATING TO ORGANIC WASTE RECYCLING**

- B-6 Actions Relating to Rancho Santa Fe Subdivision (Tract No. 19-S-06)
- 1) Consider Adoption of a Resolution of the City of Madera Approving the Final Map for Rancho Santa Fe Subdivision (Tract No. 19-S-06) and Improvement Agreement (Agreement); and
 - 2) Consider Adoption of a Resolution of the City of Madera Approving Annexation of the Rancho Santa Fe Subdivision (Tract No. 19-S-06) into Zone of Benefit 21D; confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 21D For Fiscal Year (FY) 2020/2021; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)
- RES 20-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE RANCHO SANTA FE SUBDIVISION (TRACT NO. 19-S-06) AND IMPROVEMENT AGREEMENT (AGREEMENT)**
- RES 20-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF RANCHO SANTA FE SUBDIVISION (TRACT NO. 19-S-06) INTO ZONE OF BENEFIT 21D; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 21D FOR FISCAL YEAR (FY) 2020/21 AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR**
- B-7 Consideration of a Minute Order of the Madera City Council Authorizing the Mayor to Sign a Letter of Support for Madera County’s Local Complete Count Committee in Their Efforts to Gain Partnership from Madera’s Small Businesses and the Faith-Based Community in Encouraging Participation in and to Promote 2020 Census Across Their Networks (Report by Ivette Iraheta)
- B-8 Consideration of Adopting a Resolution Approving a Master Services and License Agreement with Ebix, Inc. for access to RiskEnvision Software and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)
- RES 20-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MASTER SERVICES AND LICENSE AGREEMENT BETWEEN THE CITY OF MADERA AND EBIX, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**
- B-9 Consideration of a Resolution Amending the City's Classification Plan and Setting the Assigned Salary Range for the Following Position:
- 1) Consideration of Adopting a Resolution Amending the City of Madera Classification Plan by Adding a Lead Electrician to the Classification Plan and Setting the Assigned Salary Range for the Classification; and

- 2) Consideration of a Minute Order Increasing the Staffing Allocation in the Electrical and Facilities Division of the Public Works Department by the Addition of one Lead Electrician Position (Report by Wendy Silva)

RES 20-44 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN BY ADDING LEAD ELECTRICIAN TO THE CLASSIFICATION PLAN AND SETTING THE ASSIGNED SALARY RANGE FOR THE CLASSIFICATION

- B-10 Consideration of Adopting a Minute Order Ratifying Actions Taken by the City Manager in his Role as Director of Emergency Services Relating to Employee Leave and Benefit Modifications to Support Employees During the COVID-19 Public Health Emergency (Report by Wendy Silva)

C. PUBLIC HEARINGS: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

- D-1 Waive Full Reading and Consider Introduction of an Ordinance of the City of Madera adding Section 1-6.18 to Title I Chapter 6 of the Madera Municipal Code relating to City Manager Authority on Claims Against the City (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-1 INTRODUCTION OF AN ORDINANCE WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADDING SECTION 1-6.18 TO TITLE I CHAPTER 6 OF THE MADERA MUNICIPAL CODE RELATING TO CITY MANAGER AUTHORITY ON CLAIMS AGAINST CITY

- D-2 Consideration of Adopting Resolutions Approving Agreements for Planning, Zoning, and Environmental Review Consultant Services and on-call City Planning Services with the following firms:

- 1) Rincon Consultants, Inc., not to exceed \$50,000; and
- 2) Provost & Pritchard Consulting Group, not to exceed \$50,000 (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-45 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH RINCON CONSULTANTS, INC. FOR PLANNING AND

ENVIRONMENTAL REVIEW SERVICES RELATING TO IMPLEMENTATION OF THE CITY'S ADOPTED PLANS, POLICIES, AND ZONING REGULATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RES 20-46 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH PROVOST & PRITCHARD CONSULTING GROUP FOR PLANNING AND ENVIRONMENTAL REVIEW SERVICES RELATING TO IMPLEMENTATION OF THE CITY'S ADOPTED PLANS, POLICIES, AND ZONING REGULATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

D-3 Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association and Authorizing the City Manager to Sign the Memorandum (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-47 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND THE MADERA POLICE OFFICERS' ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM

D-4 Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Law Enforcement Mid Management Group and Authorizing the City Manager to Sign the Memorandum (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-48 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND THE LAW ENFORCEMENT MID MANAGEMENT GROUP AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM

D-5 Consideration of Adopting a Resolution Amending the Sales Price listed in the Purchase Agreement for Parcel 16 within Freedom Industrial Park located on the Northwest Intersection of West Pecan Avenue and South Pine Street to Span Development, LLC. The Amendment is being requested to reflect the Net Acreage rather than Gross Acreage at the Appraised Value of \$2.02 per square foot (APN: 009-331-018). The Purchase Agreement was originally Considered and Approved by the City Council (Council) on September 7, 2017 per Resolution No. 17-126 (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-5 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-49 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING RESOLUTION NO. 17-126 RELATING TO A STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS (AGREEMENT) FOR SALE OF REAL ESTATE FOR PARCEL 16 WITHIN THE FREEDOM INDUSTRIAL PARK TO SPAN DEVELOPMENT, LLC, A WYOMING LIMITED LIABILITY COMPANY (APN: 009-331-018) AND AUTHORIZING ADDENDUM TO AGREEMENT

D-6 Consideration of Adopting a Resolution Approving the Sale of Parcels 12 and 13 totaling 4.2 acres within Freedom Industrial Park located on the northwest intersection of West Pecan Avenue and South Pine Street to Span Development, LLC for the appraised value of \$421,792 (APN: 009-331- 002 & 009-331-003) (Report by Arnaldo Rodriguez)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-6 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-50 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS FOR SALE OF REAL ESTATE (PARCELS 12 AND 13 WITHIN THE FREEDOM INDUSTRIAL PARK) TO SPAN DEVELOPMENT, LLC, A WYOMING LIMITED LIABILITY COMPANY FOR \$421,792 (APN: 009-331-002 AND 009-331-003) AND APPROVING RELATED OPTION AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

E. ADMINISTRATIVE REPORTS

E-1 Discussion and Action on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnaldo Rodriguez)

City Clerk Alicia Gonzales read emails from the public:

Johanna Torres asked that City Council consider implementing a freeze on all evictions. She would like City Council to consider lowering or subsidizing water fees. She also asked that City Council implement an ordinance where businesses are required to inform consumers via posting about price gouging laws and ensure enforcement by closely monitoring complaints, outcomes and trends.

Police Chief Dino Lawson responded that they investigate price gouging, however if the merchant is buying item for a higher price, they are able to sell at a higher price without breaking the law. Police Chief Dino Lawson responded to Councilmember Montes that they can do a better job at getting the message out regarding price gouging investigations.

Patsy Mejia stated that while watching this evening's live streamed meeting, she noticed there is no immediately accessible forum where a person can pose a question to local representatives regarding agenda items. She stated that it is quite concerning that they often turned and asked if there was public comment in the lobby of City Hall given the current public health crisis. She stated it highlights a complete disregard for the safety and health of Madera residents and a lack of accessibility to residents to provide public opinion/comment. She asked what measures they anticipate implementing to keep residents safe and secure within their homes, while facilitating access to Madera City Council meetings.

Patsy Mejia asked that City Council consider implementing a freeze on all evictions. She would like City Council to consider lowering or subsidizing water fees. She also asked that City Council implement an ordinance where businesses are required to inform consumers via posting about price gouging laws and ensure enforcement by closely monitoring complaints, outcomes and trends.

Patsy Mejia would like the City Council to seriously consider providing internet access and technology to all students, as many like herself have had to return home from university. She stated they need to provide adequate resources to their students and residents in order to help all residents succeed.

Patsy Mejia asked if the City of Madera will provide relief for residents once rent freezes are lifted. She asked if Madera residents can count on the City Council to ensure that residents are not evicted once eviction freezes are lifted.

Elsa Mejia asked that City Council consider implementing a freeze on all evictions. She would like City Council to consider lowering or subsidizing water fees. She also asked that City Council implement an ordinance where businesses are required to inform consumers via posting about price gouging laws and ensure enforcement by closely monitoring complaints, outcomes and trends.

Mayor Medellin stated that some of the concerns mentioned have been addressed by Police Chief Lawson and by some of the things they recently discussed.

Mayor Medellin stated that they are offering the lobby if they want to come in to address Council because they don't have access to internet. He stated that in order to give everyone access, they are limiting one person at a time to come in and use a phone and not be in contact with anybody while they give their public comment as done by Mr. Kahn at 6:00 p.m. this evening. Mayor Medellin stated they are trying to improve. He knows they can get better at certain things. They are doing the best they can to receive everybody's comments and when possible, give answers to those comments.

Mayor Medellin asked the Councilmembers if they had any other comments or concerns that they've heard from their constituents.

Councilmember Montes stated that he had an essential business owner reach out to him. That business owner was representing other essential businesses. They are not opposed with limiting hours, but they were concerned with what could happen if there is nobody at the shop.

Mayor Medellin stated that there have been a number of convenience stores that have grouped together recently that have stated they want to be part of the solution. Their concern is possible theft if they have to reduce hours or close at specific hour.

Police Chief Lawson stated they are doing patrols of businesses and keeping an eye on them.

Councilmember Gallegos stated she received a lot of phone calls and texts from concerned residents regarding families with babies in strollers that go to Walmart and not going in and just getting what they need and then leaving. She stated that because of this, a lot of residents are going to the Walmarts in Kerman and Fresno, because they can order online, drive to the store and put their items in their trunk and drive out. They are concerned about going to the Madera Walmart, because everyone is there, and they are looking at it as a social event to see people.

City Manager Arnaldo Rodriguez stated he can reach out to the Walmart store manager and express the concerns.

E-2 Requesting Direction on the Criteria for the Placement of New Solar Powered Street Lights as part of the City's Energy Improvement Program in Partnership with ENGIE, Inc. (Report by Arnaldo Rodriguez & Keith Helmuth)

E-3 Update on Negotiations for Golf Course Maintenance (Report by John Scarborough)

E-4 Status Update on the Downtown Madera Veterans and Family Housing Project, a 48-unit Affordable Housing Development, located at the intersection of East 5th and North C Streets (Report by Arnaldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

Councilmember Robinson stated he is shut in and working on his garden.

Councilmember Gallegos thanked City staff for working hard and putting in late hours. She stated she misses everyone out there and when things get better, they will be getting a big hug from her.

Mayor Pro Tem Garcia stated they should keep their friends and family in their prayers and close to their hearts and if they can help anybody out in this time of need, they should do that.

Councilmember Holley stated staff has done a wonderful job and he likes what is going on. He stated his wife may be able to go home tomorrow and thanked them for their prayers.

Councilmember Rodriguez thanked staff for everything they are doing. It is a great team. He thanked Dan Foss for taking on the Interim Public Works Director position.

Councilmember Montes thanked staff for all the hard work and long hours. A lot of staff is still going in to work every day and he thinks that is important. He stated the blood banks are still looking for blood donations. He stated he completed his Census today and reminded everyone to fill out the Census.

Mayor Medellin thanked everybody who is wearing their orange Census shirts. He asked that everybody fill out their Census and send it in. Today is the opening day of the Census.

Mayor Medellin thanked the team. He stated they have an absolute outstanding team at the City of Madera. They are all in it together and they all want to be part of the solution. He stated he understands the community's frustration and they share their frustration. He stated this is new to all of them. He wants everybody to know that as leadership, they are doing everything they can and as a City and every single one of their employees to bring stability. He asked that they continue to rely on their faith, family and friends and stay connected.

Mayor Medellin recognized the Police Department, Fire Department, Madera Rescue Mission, Madera Community Hospital, Camarena Health and Madera County Health Department for dealing with this crisis like true professionals. He gave a special shout out to the Madera County Food Bank. On a normal month, the food bank delivers and distributes 250,000 pounds every month or about 800 boxes on average. In the last 14 days, they have distributed 300,000 pounds of food or about 1,200 boxes. They are in the City of Madera, Chowchilla, Coarsegold, Oakhurst, etc.

Mayor Medellin stated they are all trying to do everything they can to get through this ugly virus that he has no doubt will be behind them soon enough, so they can move forward and get back to normal type of operations.

Mayor Medellin asked if Council feels it is necessary to limit the number of hours of operations specifically for convenience stores in an emergency ordinance.

Councilmember Montes stated he is in favor of limiting the number of hours of operations for convenience stores and would like to add the posting of price gouging.

Councilmember Rodriguez stated he'd hate to do something that is not fair by singling out one group and not others.

Councilmember Gallegos said she is good with both. She is ok with whatever the majority wants to do.

Mayor Medellin stated the it was the coalition of the convenience store owners that had requested that this be discussed.

Mayor Medellin confirmed that they are just tasking City Attorney Cantu Montoy to add to the Governor's moratorium. They are not adding the convenience store item.

Councilmember Gallegos gave a shout out to the agricultural workers and professional drivers as without them, they wouldn't have food on their tables and bring items into the stores.

G. CLOSED SESSION

- G-1 Conference with Legal Counsel – Existing Litigation Pursuant to Government Code §54956.9(d)(1)
Name of Case: MCA 1803 LLC v. City of Madera
- G-2 Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Pursuant to Government Code §54956.9(d)(2): 2 cases
- G-3 Threat to public services or facilities, Government Code Section 54957(a), Consultation with City Manager, City Attorney, Department Heads

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 10:18 p.m.

Council returned from closed session at 11:32 p.m. with all Councilmembers present.

City Attorney Hilda Cantu Montoy reported that there was no reportable action.

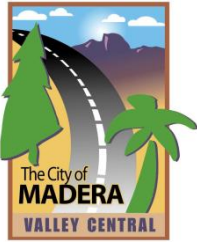
ADJOURNMENT – The meeting was adjourned at 11:32 p.m. Next regular meeting April 15, 2020.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: May 20, 2020

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for April 25, 2020 to May 8, 2020.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of April 25, 2020 to May 8, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	25952 - 26455	\$2,349,203.54

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$569,040.85
<i>SDI</i>	EDD	\$2,094.72
<i>CalPERS Payment</i>	CalPERS	\$121,586.60

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2019/2020 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
May 20, 2020

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
25952	04/27/2020	ENGINEERING	DRAINAGE	2NDNATURE SOFTWARE INC	STORM WATER MANAGEMENT SOFTWARE	3,198.00
25953	04/27/2020	CODE ENF	TIRE CLEAN UP	AMERICAN TIRE RECYCLING, INC	TIRE RECYCLE TRAILER RENTAL	1,500.00
25954	04/27/2020	FINANCE	VARIOUS	AT&T	04/20 SERVICE 831-000-6408 576	6,649.10
25955	04/27/2020	FINANCE	VARIOUS	AT&T	03/20 CALNET 3 SERVICE	2,447.11
25956	04/27/2020	BUILDING	BUILDING	JOSEPH CROWN CONSTRUCTION	PERMIT APPLICATION REFUND	13,790.42
25957	04/27/2020	HR	PAYROLL TRUST	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE MAY 2020	248,152.85
25958	04/27/2020	HR	CITY ADMIN	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL MAY 2020	183.00
25959	04/27/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	235.50
25960	04/27/2020	CLERK	CITY ADMIN	CALIFORNIA DEPARTMENT OF JUSTICE	MARCH 2020 FINGERPRINTING	64.00
25961	04/27/2020	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING JAN- MAR 2020	5,840.29
25962	04/27/2020	FINANCE - UB	WATER CONS	CITY OF MADERA	TOILET REBATE APPLY TO UB ACCT	400.00
25963	04/27/2020	ATTORNEY	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY, PC	SPECIALIZED LEGAL SERVICES	2,093.26
25964	04/27/2020	GRANTS	CDBG	CAPMC	3RD QTR REIMBURSEMENT	8,572.72
25965	04/27/2020	STREETS	STREETS	CONCENTRA MEDICAL CENTERS	PHYSICALS	192.00
25966	04/27/2020	ENGINEERING	MEAS K - FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF FIRE STATION NO. 58	348,132.80
25967	04/27/2020	WATER QC	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	532.00
25968	04/27/2020	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 3 FY 19/20	60.80
25969	04/27/2020	FINANCE	COMM PROMO	ECONOMIC DEVELOPMENT COMMISSION	4TH QTR BILLING FY 19/20	44,389.20
25970	04/27/2020	ENGINEERING	MEAS T - LTP	EMMETT'S EXCAVATION, INC.	CONST OF 2018-19 CITY ST & ADA PROJECT	63,114.98
25971	04/27/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	12,900.00
25972	04/27/2020	FINANCE	FINANCE	FRASER & ASSOC	DISCLOSURE REPORT	550.00
25973	04/27/2020	ENGINEERING	RSTP - FED EX	GHD INC.	ENGINEERING SERVICES - FED PROJ CML 5157	5,429.34
25974	04/27/2020	GRANTS	INTERMODAL	GUARDIAN WESTERN SWEEPING INC.	MARCH POWER SWEEPING	569.00
25975	04/27/2020	ENGINEERING	MEAS T- ENVIRO	HALSTEAD & ASSOCIATES	CONSULTING SERVICES- FRESNO RIVER TRAIL	4,080.00
25976	04/27/2020	SEWER	SEWER OPS	LEE'S CONCRETE	CONCRETE	1,015.39
25977	04/27/2020	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	4,601.00
25978	04/27/2020	FINANCE - UB	DOWNTOWN BID	MADERA DOWNTOWN ASSOC.	FY 19/20 3RD QTR ASSESSMENTS PAYABLE	4,788.67
25979	04/27/2020	CLERK	CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 970 C.S.	364.00
25980	04/27/2020	ENGINEERING	SUSTAIN COMM	MARK THOMAS & COMPANY, INC.	DESIGN SERVICES FOR STATE RTE 145	18,335.75
25981	04/27/2020	ATTORNEY	CITY ATTORNEY	MONTOY LAW CORPORATION	LEGAL SERVICES	66,539.54
25982	04/27/2020	FINANCE	ZONE 34B ACT	PACIFIC GAS & ELECTRIC	03/20 SERVICE 0443905948-8	10.51
25983	04/27/2020	PARKS	SPORTS PROGRAM	AGUIRRE, MELISSA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25984	04/27/2020	PARKS	SPORTS PROGRAM	ALVAREZ, MELONIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25985	04/27/2020	PARKS	SPORTS PROGRAM	ALVAREZ, MELONIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25986	04/27/2020	PARKS	SPORTS PROGRAM	AMBRIZ-OCHOA, RACHEL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25987	04/27/2020	PARKS	SPORTS PROGRAM	AMESCUA, RACHEL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25988	04/27/2020	PARKS	SPORTS PROGRAM	ANDERSON, ZACK P	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
25989	04/27/2020	PARKS	SPORTS PROGRAM	ARBALLO, RUBY	SPORTS CANCELLATION REFUND - DUE TO COVID	67.50
25990	04/27/2020	PARKS	SPORTS PROGRAM	ARTER, BRETT	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25991	04/27/2020	PARKS	SPORTS PROGRAM	AVALOS, JOSE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
25992	04/27/2020	PARKS	SPORTS PROGRAM	BALBAS, JADE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25993	04/27/2020	PARKS	SPORTS PROGRAM	BANUELOS, ERICA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25994	04/27/2020	PARKS	SPORTS PROGRAM	BARAJAS, NICOLE A	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25995	04/27/2020	PARKS	SPORTS PROGRAM	BAROCIO, ALMA	SPORTS CANCELLATION REFUND - DUE TO COVID	67.50
25996	04/27/2020	PARKS	SPORTS PROGRAM	BARRAGAN, NICHOLE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25997	04/27/2020	PARKS	SPORTS PROGRAM	BAUTISTA, CARLOS	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
25998	04/27/2020	PARKS	SPORTS PROGRAM	BENEDIX, CRYSTAL RENEE	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
25999	04/27/2020	PARKS	SPORTS PROGRAM	BENNETT, TERESA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26000	04/27/2020	PARKS	SPORTS PROGRAM	BENNETT, TERESA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26001	04/27/2020	PARKS	SPORTS PROGRAM	BIBRA, ELVIA	SPORTS CANCELLATION REFUND - DUE TO COVID	70.00
26002	04/27/2020	PARKS	SPORTS PROGRAM	BLAISDELL, JESSICA	SPORTS CANCELLATION REFUND - DUE TO COVID	70.00
26003	04/27/2020	PARKS	SPORTS PROGRAM	BRASSFIELD, SARA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26004	04/27/2020	PARKS	SPORTS PROGRAM	BRYAN, BREANNA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26005	04/27/2020	PARKS	SPORTS PROGRAM	CALLAHAN, SABRINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26006	04/27/2020	PARKS	SPORTS PROGRAM	CARAWAY, SHELBY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26007	04/27/2020	PARKS	SPORTS PROGRAM	CARRASCO, TRACIE	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26008	04/27/2020	PARKS	SPORTS PROGRAM	CASTANEDA, LORAINA	SPORTS CANCELLATION REFUND - DUE TO COVID	120.00
26009	04/27/2020	PARKS	SPORTS PROGRAM	CASTILLO, KAREN	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26010	04/27/2020	PARKS	SPORTS PROGRAM	CAUDILLO JR., MARTIN	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26011	04/27/2020	PARKS	SPORTS PROGRAM	CAZAREZ, LONEISHA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26012	04/27/2020	PARKS	SPORTS PROGRAM	CHAVEZ, MARTIN	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26013	04/27/2020	PARKS	SPORTS PROGRAM	CHAVEZ, SAPRINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26014	04/27/2020	PARKS	SPORTS PROGRAM	CORONADO, JANEL	SPORTS CANCELLATION REFUND - DUE TO COVID	67.50
26015	04/27/2020	PARKS	SPORTS PROGRAM	CORTEZ, VERONICA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26016	04/27/2020	PARKS	SPORTS PROGRAM	CUEVAS, RAFAEL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26017	04/27/2020	PARKS	SPORTS PROGRAM	DE LA O, CARLOS	SPORTS CANCELLATION REFUND - DUE TO COVID	140.00
26018	04/27/2020	PARKS	SPORTS PROGRAM	DELACRUZ, ROGELIO	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26019	04/27/2020	PARKS	SPORTS PROGRAM	DELACRUZ, TALYSA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26020	04/27/2020	PARKS	SPORTS PROGRAM	DENTON, ARLENE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26021	04/27/2020	PARKS	SPORTS PROGRAM	DIAZ, SHARON	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26022	04/27/2020	PARKS	SPORTS PROGRAM	FALL, YOLANDA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26023	04/27/2020	PARKS	SPORTS PROGRAM	FAYERWEATHER, CHARMESHIA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26024	04/27/2020	PARKS	SPORTS PROGRAM	FLORES, LUIS	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26025	04/27/2020	PARKS	SPORTS PROGRAM	FRAGA, AMANDA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26026	04/27/2020	PARKS	SPORTS PROGRAM	FRANCO, CARLA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26027	04/27/2020	PARKS	SPORTS PROGRAM	FRANCO, SERGIO G	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26028	04/27/2020	PARKS	SPORTS PROGRAM	GALLEGOS, JOY ANNE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26029	04/27/2020	PARKS	SPORTS PROGRAM	GARCIA, MIRNA O	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26030	04/27/2020	PARKS	SPORTS PROGRAM	GARZA, PATRICIA ISABELA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26031	04/27/2020	PARKS	SPORTS PROGRAM	GAYTAN, MARIA	SPORTS CANCELLATION REFUND - DUE TO COVID	67.50
26032	04/27/2020	PARKS	SPORTS PROGRAM	GONZALEZ, KARINA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26033	04/27/2020	PARKS	SPORTS PROGRAM	GONZALEZ, NICOLE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26034	04/27/2020	PARKS	SPORTS PROGRAM	GRABER, CODY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26035	04/27/2020	PARKS	SPORTS PROGRAM	GRAN, RYAN	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26036	04/27/2020	PARKS	SPORTS PROGRAM	GUERRERO, DOMINGO	SPORTS CANCELLATION REFUND - DUE TO COVID	50.00
26037	04/27/2020	PARKS	SPORTS PROGRAM	GUZMAN, MARIA ARECHIGA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26038	04/27/2020	PARKS	SPORTS PROGRAM	HERNANDEZ, OSCAR	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26039	04/27/2020	PARKS	SPORTS PROGRAM	HERNANDEZ, REBECA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26040	04/27/2020	PARKS	SPORTS PROGRAM	HERNANDEZ, STEPHANIE	SPORTS CANCELLATION REFUND - DUE TO COVID	120.00
26041	04/27/2020	PARKS	SPORTS PROGRAM	HERNANDEZ, TINA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26042	04/27/2020	PARKS	SPORTS PROGRAM	HUATO, PATRICIA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26043	04/27/2020	PARKS	SPORTS PROGRAM	HUENERGARDT, MARISSA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26044	04/27/2020	PARKS	SPORTS PROGRAM	HURDLOW, CATHY LIZZETH	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26045	04/27/2020	PARKS	SPORTS PROGRAM	IBARRA, QUNA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26046	04/27/2020	PARKS	SPORTS PROGRAM	KAUR, KANWALJIT	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26047	04/27/2020	PARKS	SPORTS PROGRAM	KINGSLEY, TIM	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26048	04/27/2020	PARKS	SPORTS PROGRAM	KYRISS, JORDAN	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26049	04/27/2020	PARKS	SPORTS PROGRAM	LANG, LORA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26050	04/27/2020	PARKS	SPORTS PROGRAM	LARKIN, DEJA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26051	04/27/2020	PARKS	SPORTS PROGRAM	LOPEZ, ARMIDA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26052	04/27/2020	PARKS	PARKS ADMIN	LOPEZ, MARIA	FACILITY CANCELLATION REFUND- DUE TO COVID	190.00
26053	04/27/2020	PARKS	SPORTS PROGRAM	LOPEZ, MEGEANE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26054	04/27/2020	PARKS	SPORTS PROGRAM	MACIEL, CRISTAL	SPORTS CANCELLATION REFUND - DUE TO COVID	67.50
26055	04/27/2020	PARKS	SPORTS PROGRAM	MARLY, LIA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26056	04/27/2020	PARKS	SPORTS PROGRAM	MARTINEX, MARISSA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26057	04/27/2020	PARKS	SPORTS PROGRAM	MAYERS, BEATRICE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26058	04/27/2020	PARKS	SPORTS PROGRAM	MAZON, JOSIE	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26059	04/27/2020	PARKS	SPORTS PROGRAM	MENDOZA, JULIO	SPORTS CANCELLATION REFUND - DUE TO COVID	70.00
26060	04/27/2020	PARKS	SPORTS PROGRAM	MENDOZA, VICKI	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26061	04/27/2020	PARKS	SPORTS PROGRAM	MERINO, MAYRA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26062	04/27/2020	PARKS	SPORTS PROGRAM	MILLER, CHER	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26063	04/27/2020	PARKS	SPORTS PROGRAM	MOORE, JENNIFER	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26064	04/27/2020	PARKS	SPORTS PROGRAM	MORENO, ENRIQUE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26065	04/27/2020	PARKS	SPORTS PROGRAM	MOSS, NICOLE LEANN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26066	04/27/2020	PARKS	SPORTS PROGRAM	MUNOZ, DEANNA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26067	04/27/2020	PARKS	SPORTS PROGRAM	ORNELAS, LAURA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26068	04/27/2020	PARKS	SPORTS PROGRAM	ORTEGA, MARCOS	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26069	04/27/2020	PARKS	SPORTS PROGRAM	ORTIZ, VERONICA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26070	04/27/2020	PARKS	SPORTS PROGRAM	PHANH, DJ	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26071	04/27/2020	PARKS	SPORTS PROGRAM	PICO, DANIEL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26072	04/27/2020	PARKS	SPORTS PROGRAM	PIMENTAL, BRENDA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26073	04/27/2020	PARKS	SPORTS PROGRAM	PINEDA, DIANA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26074	04/27/2020	PARKS	SPORTS PROGRAM	PRUDENTE, YVETTE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26075	04/27/2020	PARKS	SPORTS PROGRAM	QUINTERO, ANDREA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26076	04/27/2020	PARKS	SPORTS PROGRAM	QUINTERO, VICTORIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26077	04/27/2020	PARKS	SPORTS PROGRAM	RAMIREZ, ERIC	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26078	04/27/2020	PARKS	SPORTS PROGRAM	RESENDEZ, NICHOLE D	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26079	04/27/2020	PARKS	SPORTS PROGRAM	RINCON, NICKI	SPORTS CANCELLATION REFUND - DUE TO COVID	120.00
26080	04/27/2020	PARKS	SPORTS PROGRAM	RIVERA, REBECCA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26081	04/27/2020	PARKS	SPORTS PROGRAM	ROBLES, ANA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26082	04/27/2020	PARKS	SPORTS PROGRAM	RODRIGUEZ, VANESSA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26083	04/27/2020	PARKS	SPORTS PROGRAM	RODRIGUEZ, YESENIA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26084	04/27/2020	PARKS	SPORTS PROGRAM	ROJAS, MELISSA	SPORTS CANCELLATION REFUND - DUE TO COVID	180.00
26085	04/27/2020	PARKS	SPORTS PROGRAM	ROMERO, ANDREA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26086	04/27/2020	PARKS	SPORTS PROGRAM	ROMO, ALYSSA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26087	04/27/2020	PARKS	SPORTS PROGRAM	ROSEL, JOHN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26088	04/27/2020	PARKS	SPORTS PROGRAM	ROSEL, SARAHI	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26089	04/27/2020	PARKS	SPORTS PROGRAM	RUIZ, RAMON	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26090	04/27/2020	PARKS	SPORTS PROGRAM	RYAN, SCOTT	SPORTS CANCELLATION REFUND - DUE TO COVID	120.00
26091	04/27/2020	PARKS	SPORTS PROGRAM	SANCHEZ, ILIANA	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26092	04/27/2020	PARKS	SPORTS PROGRAM	SANCHEZ, JESUS	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26093	04/27/2020	PARKS	SPORTS PROGRAM	SANDERS, EVAN	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26094	04/27/2020	PARKS	SPORTS PROGRAM	SANTANA, JESSICA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26095	04/27/2020	PARKS	SPORTS PROGRAM	SERNA, LINDA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26096	04/27/2020	PARKS	SPORTS PROGRAM	SIERRA, KATHRYN	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26097	04/27/2020	PARKS	SPORTS PROGRAM	SILVA, LEIVY	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26098	04/27/2020	PARKS	SPORTS PROGRAM	SMITH, JACOB	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26099	04/27/2020	PARKS	SPORTS PROGRAM	SUAREZ, ROSANA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26100	04/27/2020	PARKS	SPORTS PROGRAM	TORRES, DALIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26101	04/27/2020	PARKS	SPORTS PROGRAM	VALDEZ, ENEIYDA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26102	04/27/2020	PARKS	SPORTS PROGRAM	VALDEZ, KYLEE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26103	04/27/2020	PARKS	SPORTS PROGRAM	VANHORN, BRIAN	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26104	04/27/2020	PARKS	SPORTS PROGRAM	VASQUEZ, ERICA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26105	04/27/2020	PARKS	SPORTS PROGRAM	VASS, MATTHEW	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26106	04/27/2020	PARKS	SPORTS PROGRAM	VEGA, SHANNON	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26107	04/27/2020	PARKS	SPORTS PROGRAM	VELARDE, LETICIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26108	04/27/2020	PARKS	SPORTS PROGRAM	VELASQUEZ, YADIRA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26109	04/27/2020	PARKS	SPORTS PROGRAM	WEBB, ANGELA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26110	04/27/2020	PARKS	SPORTS PROGRAM	WEBB, ANGELA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26111	04/27/2020	PARKS	PARKS ADMIN	WILLIAMS, RICHARD	FACILITY DEPOSIT REFUND - DUE TO COVID	190.00
26112	04/27/2020	PARKS	SPORTS PROGRAM	YSLAS, MARISSA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26113	04/27/2020	PARKS	SPORTS PROGRAM	ZARATE, ROSA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26114	04/27/2020	ENGINEERING	WATER OUTLAY	PROVOST & PRITCHARD CONSULTING GROUP	SERVICES FOR WATER MAIN REPLACEMENT	446.30
26115	04/27/2020	PD	PD ADMIN	PSYBAR LLC	PSYCHOLOGICAL FITNESS FOR DUTY EXAM	4,069.00
26116	04/27/2020	GRANTS	HOME DAP	RANEY PLANNING & MANAGEMENT, INC.	HOME LONG TERM MONITORING	2,516.00
26117	04/27/2020	HR	SEWER/WATER OPS	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PAID RETIREE MED BILL MAY 2020	334.00
26118	04/27/2020	WATER	WATER OPS	SAN JOAQUIN SAND & GRAVEL	COLD MIX ASPHALT	2,190.40
26119	04/27/2020	AIRPORT	AIRPORT OPS	SEABURY COPLAND & ANDERSON INS AGENCY	AIRPORT LIABILITY - 2ND INSTALLMENT	8,015.00
26120	04/27/2020	PARKS	PARKS	TECH. MASTER PEST MANAGEMENT	BUG SPRAY	150.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26121	04/27/2020	PURCHASING	VARIOUS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 04/11/20-04/20/20	5,361.81
26122	04/27/2020	ENGINEERING	FAU - PARKS & PED	TRUXELL & VALENTINO	CONSTRUCTION OF FRESNO RIVER TRAIL	98,011.74
26123	04/27/2020	FINANCE - UB	WATER FUND	AFZAL HENA	UTILITY BILLING CREDIT REFUND	484.94
26124	04/27/2020	FINANCE - UB	WATER FUND	AGUILAR RICHARD	UTILITY BILLING CREDIT REFUND	82.51
26125	04/27/2020	FINANCE - UB	WATER FUND	ALMAZAN ADELA M	UTILITY BILLING CREDIT REFUND	144.92
26126	04/27/2020	FINANCE - UB	WATER FUND	ALVAREZ ABRAHAM	UTILITY BILLING CREDIT REFUND	165.64
26127	04/27/2020	FINANCE - UB	WATER FUND	ALVAREZ MARTINEZ SOFIA	UTILITY BILLING CREDIT REFUND	211.87
26128	04/27/2020	FINANCE - UB	WATER FUND	AVRE 3 INC	UTILITY BILLING CREDIT REFUND	122.47
26129	04/27/2020	FINANCE - UB	WATER FUND	BUCHTA KENNETH M	UTILITY BILLING CREDIT REFUND	135.03
26130	04/27/2020	FINANCE - UB	WATER FUND	CARMONA FREDY	UTILITY BILLING CREDIT REFUND	47.45
26131	04/27/2020	FINANCE - UB	WATER FUND	CARRASCO LORENZO	UTILITY BILLING CREDIT REFUND	125.98
26132	04/27/2020	FINANCE - UB	WATER FUND	CHIARAMONTE V J CHIRAMONTE DAVID	UTILITY BILLING DEPOSIT REFUND	14.38
26133	04/27/2020	FINANCE - UB	WATER FUND	FARRIS MELISSA	UTILITY BILLING CREDIT REFUND	152.53
26134	04/27/2020	FINANCE - UB	WATER FUND	FELIX LENA	UTILITY BILLING CREDIT REFUND	155.20
26135	04/27/2020	FINANCE - UB	WATER FUND	FREEDOM MANAGEMENT INC	UTILITY BILLING DEPOSIT REFUND	10.08
26136	04/27/2020	FINANCE - UB	WATER FUND	GARCIA MONTOY AARON OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	153.25
26137	04/27/2020	FINANCE - UB	WATER FUND	GARCIA RAMON	UTILITY BILLING DEPOSIT REFUND	3.17
26138	04/27/2020	FINANCE - UB	WATER FUND	INTELIS CORPORATION INC	UTILITY BILLING CREDIT REFUND	137.59
26139	04/27/2020	FINANCE - UB	WATER FUND	KIRK DIANE L	UTILITY BILLING CREDIT REFUND	195.60
26140	04/27/2020	FINANCE - UB	WATER FUND	LEYVA SUSANNA	UTILITY BILLING CREDIT REFUND	63.08
26141	04/27/2020	FINANCE - UB	WATER FUND	LINAHAN JANET	UTILITY BILLING DEPOSIT REFUND	44.95
26142	04/27/2020	FINANCE - UB	WATER FUND	LOPEZ EMMA S	UTILITY BILLING DEPOSIT REFUND	23.65
26143	04/27/2020	FINANCE - UB	WATER FUND	LOPEZ-LOPEZ BIBIANA	UTILITY BILLING CREDIT REFUND	112.82
26144	04/27/2020	FINANCE - UB	WATER FUND	MADERA AUTO TRANSM	UTILITY BILLING DEPOSIT REFUND	81.66
26145	04/27/2020	FINANCE - UB	WATER FUND	MANGAT HARBANS KAUR	UTILITY BILLING CREDIT REFUND	107.77
26146	04/27/2020	FINANCE - UB	WATER FUND	MERRIAM LOWELL	UTILITY BILLING DEPOSIT REFUND	126.98
26147	04/27/2020	FINANCE - UB	WATER FUND	MINIER DAVID	UTILITY BILLING DEPOSIT REFUND	11.06
26148	04/27/2020	FINANCE - UB	WATER FUND	MOLINA BENNIE	UTILITY BILLING CREDIT REFUND	164.51
26149	04/27/2020	FINANCE - UB	WATER FUND	MORGAN JULIE MORGAN CHRIS	UTILITY BILLING CREDIT REFUND	208.17
26150	04/27/2020	FINANCE - UB	WATER FUND	MOSQUEDA GUADALUPE O	UTILITY BILLING CREDIT REFUND	55.10
26151	04/27/2020	FINANCE - UB	WATER FUND	ORTIZ CANDIDA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	277.88
26152	04/27/2020	FINANCE - UB	WATER FUND	PEREZ VICTORIA S	UTILITY BILLING DEPOSIT REFUND	44.29
26153	04/27/2020	FINANCE - UB	WATER FUND	RAMIREZ JOSE TENORIO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	104.31
26154	04/27/2020	FINANCE - UB	WATER FUND	RAMIREZ MARTIN N	UTILITY BILLING CREDIT REFUND	154.27
26155	04/27/2020	FINANCE - UB	WATER FUND	RAMOS MARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	19.69
26156	04/27/2020	FINANCE - UB	WATER FUND	REALTY FRESNO	UTILITY BILLING DEPOSIT REFUND	44.87
26157	04/27/2020	FINANCE - UB	WATER FUND	REYES BLANCA VARELA JUAN	UTILITY BILLING CREDIT REFUND	47.43
26158	04/27/2020	FINANCE - UB	WATER FUND	REYES SELENE OR CITY OF MADERA DAZA NOE	UTILITY BILLING DEPOSIT REFUND	86.51
26159	04/27/2020	FINANCE - UB	WATER FUND	RODRIGUEZ NAOMI	UTILITY BILLING CREDIT REFUND	172.61
26160	04/27/2020	FINANCE - UB	WATER FUND	RUIZ ESPARZA GUILLERMO II RUIZ JOSSELINE	UTILITY BILLING CREDIT REFUND	25.63
26161	04/27/2020	FINANCE - UB	WATER FUND	RUIZ VICTOR-MANUEL JR	UTILITY BILLING CREDIT REFUND	152.00
26162	04/27/2020	FINANCE - UB	WATER FUND	SUNSET GARDENS #2 SOUTHWEST DEV CO C/O NEW	UTILITY BILLING DEPOSIT REFUND	123.05
26163	04/27/2020	FINANCE - UB	WATER FUND	TAVERA MARIBEL OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	156.12

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26164	04/27/2020	FINANCE - UB	WATER FUND	TORRES ANGELICA	UTILITY BILLING CREDIT REFUND	4.00
26165	04/27/2020	FINANCE - UB	WATER FUND	VARGAS NICOLE	UTILITY BILLING CREDIT REFUND	142.32
26166	04/27/2020	FINANCE - UB	WATER FUND	VARGAS YESENIA	UTILITY BILLING CREDIT REFUND	142.94
26167	04/27/2020	FINANCE	GENERAL FUND	UNITED MUNICIPAL SECURITY	CD CHARGES FIRST INTERNET BANK OF INDIANA	1,116.18
26168	04/27/2020	WWTP	WWTP	UNITED RENTALS, INC	FACILITIES MAINTENANCE	460.26
26169	04/27/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECK SERVICES FOR JOSEPH CROWN SUBDIVISION	1,939.24
26170	04/30/2020	ENGINEERING	CDBG	SEAL RITE PAVING	CONSTRUCTION OF SIDEWALK IMPROVEMENTS	209,366.62
26171	04/30/2020	ENGINEERING	CDBG	SERNA CONSTRUCTION, INC.	CONSTRUCTION OF CENTENNIAL PARK, PAN AMERICAN, I	155,733.50
26172	05/05/2020	HR	VARIOUS	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	14,938.00
26173	05/05/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXP ACCT	1,066.01
26174	05/05/2020	PURCHASING	ENGINEERING	AMERICAN BUSINESS MACHINES	RELOCATION OF PLOTTER COPIER	393.00
26175	05/05/2020	HR	INS/RISK MGT	AMERITAS LIFE INSURANCE CORP.	MAY 2020 DENTAL INSURANCE	14,429.35
26176	05/05/2020	FINANCE	VARIOUS	ARAMARK UNIFORM SERVICES	03/20 UNIFORM SERVICES	4,765.77
26177	05/05/2020	FINANCE	VARIOUS	AT&T	04/20 CALNET 3 SERVICE 9391031570	835.13
26178	05/05/2020	BUILDING	BUILDING	JOSEPH CROWN CONSTRUCTION	PARTIAL REFUND OF PERMIT 20192533	71.80
26179	05/05/2020	ENGINEERING	FAU CMAQ	BSK ASSOCIATES	SPECIAL INSPECTION/TESTING FOR PROJ R-68	3,219.35
26180	05/05/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	980.00
26181	05/05/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,530.24
26182	05/05/2020	PD	SUPP LAW ENF	CALIFORNIA DEPARTMENT OF JUSTICE	MARCH 2020 BLOOD ALCOHOL ANALYSIS	1,575.00
26183	05/05/2020	ENGINEERING	MEDIAN IMPACT	CENTURY COMMUNITIES	REIMB FOR E OLIVE AVE/TOZER MEDIAN	247,166.80
26184	05/05/2020	FINANCE	WATER CONS	CITY OF MADERA	REBATES APPLY TO UB ACCTS	1,447.13
26185	05/05/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EMPLOYEE LIFE INSURANCE	1,087.79
26186	05/05/2020	PD	PD ADMIN	COMCAST	04/14/20-05/13/20 SVS 8155500320092096	122.75
26187	05/05/2020	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTION	37.37
26188	05/05/2020	PARKS	PARKS	DIEBERTS CREATIVE COPY INC	BANNERS FOR HOLIDAY WEEKEND	1,571.79
26189	05/05/2020	FINANCE - UB	VARIOUS	DATAPROSE, LLC	MARCH 2020 NEWSLETTER	1,183.17
26190	05/05/2020	ENGINEERING	WATER OUTLAY	DAVIDS ENGINEERING, INC.	MADERA GSP ANNUAL REPORT	15,151.87
26191	05/05/2020	WATER QC	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	532.00
26192	05/05/2020	ENGINEERING	ENGINEERING	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES	30.00
26193	05/05/2020	ENGINEERING	WATER OUTLAY	DOWLING AARON INCORPORATED	MADERA GSA VIDEO MEDIATION	571.43
26194	05/05/2020	HR	PD ADMIN	FRESNO BEE, THE	RECRUITMENT AD	4,211.05
26195	05/05/2020	ENGINEERING	MEAS T - RTP	FRESNO REPROGRAPHICS	PRINTING SERVICES	142.98
26196	05/05/2020	ENGINEERING	RSTP - FED EX	GHD INC.	PROFESSIONAL PROJECT DEVELOPMENT	1,612.50
26197	05/05/2020	WATER QC	WATER QC	HARRINGTON INDUSTRIAL PLASTICS LLC	CHLORINE GENERATOR PARTS	267.73
26198	05/05/2020	GRANTS	HOME PROGRAM	JOHNSON REAL ESTATE APPRAISAL	APPRAISAL SERVICE - 320 FAIRVIEW AVE	900.00
26199	05/05/2020	PD	PD ADMIN	KER'S GAS & LUBE, INC.	MARCH 2020 PD CAR WASHES	271.50
26200	05/05/2020	RECREATION	AQUATICS	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	2,006.15
26201	05/05/2020	HR	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE MAY 2020	7,981.36
26202	05/05/2020	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	VILLAGE D- EIR MARCH 2020	33,476.56
26203	05/05/2020	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	592.96
26204	05/05/2020	FINANCE	GENERAL FUND	MADERA CHAMBER OF COMMERCE	MEMBERSHIP DUES	610.00
26205	05/05/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	391.75
26206	05/05/2020	4400	CODE ENF	MADERA COUNTY	RELEASE RECORDING FEE	20.00

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26207	05/05/2020	WATER	WATER OPS	MADERA PUMPS, INC.	INSTALL MOTOR AT WELL 34	376.25
26208	05/05/2020	HR	HR/RISK MGT	MADERA TRIBUNE	NOTICE OF PUBLIC HEARING	617.50
26209	05/05/2020	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	SUPPLIES	75.18
26210	05/05/2020	RECREATION	AQUATICS	MAMMOTH OXYGEN	CO2 FOR POOL	304.18
26211	05/05/2020	ENGINEERING	LTF - STREETS	MARK THOMAS & COMPANY, INC.	DESIGN SERVICES FOR STATE RTE 145	48,374.61
26212	05/05/2020	FINANCE - UB	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS & ADMIN FEE	364,344.19
26213	05/05/2020	PW	BEVERAGE RECY	RNS COMMUNICATIONS, INC.	ADVERTISING AT DMV	6,840.00
26214	05/05/2020	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	MARCH TRANSIT OPERATOR SERVICES	106,821.30
26215	05/05/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	1,638.50
26216	05/05/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	8,378.27
26217	05/05/2020	GRANTS	CDBG ADMIN	ONTRAC	OVERNIGHT SHIPPING	4.12
26218	05/05/2020	ENGINEERING	RSTP - FED EX	OVERLAND, PACIFIC & CUTLER LLC	RELOCATION CONSULTING SERVICES	422.50
26219	05/05/2020	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	04/20 SERVICE	5,420.62
26220	05/05/2020	PD	PD ADMIN	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	1,120.00
26221	05/05/2020	PARKS	SPORTS PROGRAM	AGUILAR VIVIANNE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26222	05/05/2020	PARKS	SPORTS PROGRAM	AGUILAR VIVIANNE	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26223	05/05/2020	PARKS	SPORTS PROGRAM	ALVARADO DEANNA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26224	05/05/2020	PARKS	SPORTS PROGRAM	ALVARADO NOE LOPEZ	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26225	05/05/2020	PARKS	SPORTS PROGRAM	ALVAREZ ELIZABETH	SPORTS CANCELLATION REFUND - DUE TO COVID	50.00
26226	05/05/2020	PARKS	SPORTS PROGRAM	ANDRADE KATRINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26227	05/05/2020	PARKS	SPORTS PROGRAM	ARMENTA SYLVIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26228	05/05/2020	PARKS	SPORTS PROGRAM	ARTEAGA CRYSTAL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26229	05/05/2020	PARKS	SPORTS PROGRAM	ARTER STEPHANIE	SPORTS CANCELLATION REFUND - DUE TO COVID	67.50
26230	05/05/2020	PARKS	SPORTS PROGRAM	ARVAIZA ADRIANA	SPORTS CANCELLATION REFUND - DUE TO COVID	70.00
26231	05/05/2020	PARKS	SPORTS PROGRAM	BADILLO MELISSA	SPORTS CANCELLATION REFUND - DUE TO COVID	67.50
26232	05/05/2020	PARKS	SPORTS PROGRAM	BANUELOS MARIELA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26233	05/05/2020	PARKS	SPORTS PROGRAM	BARAJAS ROBERTO	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26234	05/05/2020	PARKS	SPORTS PROGRAM	BASS AMANDA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26235	05/05/2020	PARKS	SPORTS PROGRAM	BAUTISTA DOMINIC	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26236	05/05/2020	PARKS	SPORTS PROGRAM	BELMONTES ADRIANA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26237	05/05/2020	PARKS	SPORTS PROGRAM	BENEDIX CRYSTAL RENEE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26238	05/05/2020	PARKS	SPORTS PROGRAM	BETTS GREGORY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26239	05/05/2020	PARKS	SPORTS PROGRAM	BORBOA MICHAEL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26240	05/05/2020	PARKS	SPORTS PROGRAM	BOWLES DELILA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26241	05/05/2020	PARKS	SPORTS PROGRAM	BOYER BRITTANY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26242	05/05/2020	PARKS	SPORTS PROGRAM	BRIANO ESTHER VILLA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26243	05/05/2020	PARKS	SPORTS PROGRAM	BUTANDA MARIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26244	05/05/2020	PARKS	SPORTS PROGRAM	CAIRNCROSS KOLBIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26245	05/05/2020	PARKS	SPORTS PROGRAM	CALDERON YOSIMI SONTROYA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26246	05/05/2020	PARKS	SPORTS PROGRAM	CAMPA ERICA	SPORTS CANCELLATION REFUND - DUE TO COVID	70.00
26247	05/05/2020	PARKS	SPORTS PROGRAM	CARDENAZ DENNISE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26248	05/05/2020	PARKS	SPORTS PROGRAM	CARDENAZ DENNISE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26249	05/05/2020	PARKS	SPORTS PROGRAM	CARR SAMANTHA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26250	05/05/2020	PARKS	SPORTS PROGRAM	CARRASCO JANELLE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26251	05/05/2020	PARKS	SPORTS PROGRAM	CASAREZ LONEISHA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26252	05/05/2020	PARKS	SPORTS PROGRAM	CASILLAS YESSENA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26253	05/05/2020	PARKS	SPORTS PROGRAM	CASTANEDA MARIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26254	05/05/2020	PARKS	SPORTS PROGRAM	CASTILLO NORMA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26255	05/05/2020	PARKS	SPORTS PROGRAM	CASTRO AVERIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26256	05/05/2020	PARKS	SPORTS PROGRAM	CASTRO CINDY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26257	05/05/2020	PARKS	COMM & REC	CAVA	FACILITY DEPOSIT REFUND - DUE TO COVID	100.00
26258	05/05/2020	PARKS	PARKS ADMIN	CHAMPION, CHRISTOPHER MICHAEL	FACILITY DEPOSIT REFUND - DUE TO COVID	190.00
26259	05/05/2020	PARKS	SPORTS PROGRAM	CHAVEZ IMONIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26260	05/05/2020	PARKS	SPORTS PROGRAM	CHIA CYNTHIA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26261	05/05/2020	PARKS	SPORTS PROGRAM	CISNEROS STEPHANIE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26262	05/05/2020	PARKS	SPORTS PROGRAM	CONTRERAS ALICIA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26263	05/05/2020	PARKS	SPORTS PROGRAM	CONTRERAS YOLANDA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26264	05/05/2020	PARKS	SPORTS PROGRAM	CORONADO JENNIFER	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26265	05/05/2020	PARKS	SPORTS PROGRAM	CORTEZ JESSICA KRISTINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26266	05/05/2020	PARKS	SPORTS PROGRAM	CORTEZ JOHANNA	SPORTS CANCELLATION REFUND - DUE TO COVID	50.00
26267	05/05/2020	PARKS	SPORTS PROGRAM	COSYNS LESLIE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26268	05/05/2020	PARKS	SPORTS PROGRAM	COVARRBIAS DIANE	SPORTS CANCELLATION REFUND - DUE TO COVID	67.50
26269	05/05/2020	PARKS	SPORTS PROGRAM	CRAFTON KRISTINE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26270	05/05/2020	PARKS	SPORTS PROGRAM	CRUZ EDUARDO	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26271	05/05/2020	PARKS	SPORTS PROGRAM	CUELLAR SHOANNY	SPORTS CANCELLATION REFUND - DUE TO COVID	95.00
26272	05/05/2020	PARKS	SPORTS PROGRAM	CUEVAS VERONICA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26273	05/05/2020	PARKS	SPORTS PROGRAM	DE LA FUENTE VALERIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26274	05/05/2020	PARKS	SPORTS PROGRAM	DIAZ ROCIO	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26275	05/05/2020	PARKS	SPORTS PROGRAM	DUNLIN DANIELLE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26276	05/05/2020	PARKS	SPORTS PROGRAM	ESTRADA ARELY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26277	05/05/2020	PARKS	SPORTS PROGRAM	FERNANDEZ MARISOL	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26278	05/05/2020	PARKS	SPORTS PROGRAM	GALINDO JULIO	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26279	05/05/2020	PARKS	PARKS	GALLEGOS, DARLENE	FACILITY DEPOSIT REFUND - DUE TO COVID	190.00
26280	05/05/2020	PARKS	SPORTS PROGRAM	GALVAN DOMINQUE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26281	05/05/2020	PARKS	SPORTS PROGRAM	GARCIA ERIKA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26282	05/05/2020	PARKS	SPORTS PROGRAM	GARCIA JACQUELINE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26283	05/05/2020	PARKS	PARKS ADMIN	GARCIA, ARACELI	FACILITY DEPOSIT REFUND - DUE TO COVID	365.00
26284	05/05/2020	PARKS	PARKS ADMIN	GARCIA, JOSE	FACILITY DEPOSIT REFUND - DUE TO COVID	360.00
26285	05/05/2020	PARKS	SPORTS PROGRAM	GARZA PATRICIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26286	05/05/2020	PARKS	SPORTS PROGRAM	GODFREY SARAH	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26287	05/05/2020	PARKS	SPORTS PROGRAM	GONZALES ERIN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26288	05/05/2020	PARKS	SPORTS PROGRAM	GONZALEZ DESTANIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26289	05/05/2020	PARKS	SPORTS PROGRAM	GONZALEZ JASMINE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26290	05/05/2020	PARKS	SPORTS PROGRAM	GRANADO ISAAC	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26291	05/05/2020	PARKS	SPORTS PROGRAM	GRANADOS MYROCKA	SPORTS CANCELLATION REFUND - DUE TO COVID	120.00
26292	05/05/2020	PARKS	SPORTS PROGRAM	GUTIERREZ JOSEY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50

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26293	05/05/2020	PARKS	SPORTS PROGRAM	GUZMAN ISABEL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26294	05/05/2020	PARKS	GENERAL TRUST	GUZMAN, MARIA	FACILITY DEPOSIT REFUND- DUE TO COVID	190.00
26295	05/05/2020	PARKS	SPORTS PROGRAM	HAMILTON CHELSIE	SPORTS CANCELLATION REFUND - DUE TO COVID	70.00
26296	05/05/2020	PARKS	SPORTS PROGRAM	HAROS BERNADETTE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26297	05/05/2020	PARKS	SPORTS PROGRAM	HAYES KRISTINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26298	05/05/2020	PARKS	SPORTS PROGRAM	HENSON MICHELLE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26299	05/05/2020	PARKS	SPORTS PROGRAM	HERNANDEZ KATRINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26300	05/05/2020	PARKS	SPORTS PROGRAM	HERNANDEZ MARCOS	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26301	05/05/2020	PARKS	SPORTS PROGRAM	HERNANDEZ YANINNE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26302	05/05/2020	PARKS	SPORTS PROGRAM	HIBDON JAIME ELLEN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26303	05/05/2020	PARKS	SPORTS PROGRAM	HOLIDAY SARAH	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26304	05/05/2020	PARKS	SPORTS PROGRAM	HOLLIER SAMANTHA ANN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26305	05/05/2020	PARKS	SPORTS PROGRAM	IBANEZ GISELLE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26306	05/05/2020	PARKS	SPORTS PROGRAM	IBARRA PAMELA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26307	05/05/2020	PARKS	SPORTS PROGRAM	JACKSON HEATHER	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26308	05/05/2020	PARKS	PARKS ADMIN	JACKSON, ALIX	FACILITY DEPOSIT REFUND - DUE TO COVID	190.00
26309	05/05/2020	PARKS	SPORTS PROGRAM	JAIME TIFFANY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26310	05/05/2020	PARKS	SPORTS PROGRAM	JAMIESON NEAL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26311	05/05/2020	PARKS	SPORTS PROGRAM	JONES CATHERINE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26312	05/05/2020	PARKS	SPORTS PROGRAM	JONES MICHELLE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26313	05/05/2020	PARKS	SPORTS PROGRAM	KEARNEY SEAN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26314	05/05/2020	PARKS	SPORTS PROGRAM	LEON JESSICA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26315	05/05/2020	PARKS	SPORTS PROGRAM	LEYVA SUSIE	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26316	05/05/2020	PARKS	SPORTS PROGRAM	LEYVA SUSIE	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26317	05/05/2020	PARKS	SPORTS PROGRAM	LICALSI YVONNE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26318	05/05/2020	PARKS	SPORTS PROGRAM	LONG FLOR	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26319	05/05/2020	PARKS	SPORTS PROGRAM	LOPEZ ANDREW	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26320	05/05/2020	PARKS	SPORTS PROGRAM	LOPEZ ANGIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26321	05/05/2020	PARKS	SPORTS PROGRAM	LOPEZ ARMIDA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26322	05/05/2020	PARKS	SPORTS PROGRAM	LOPEZ EDITH	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26323	05/05/2020	PARKS	SPORTS PROGRAM	LOPEZ KIM	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26324	05/05/2020	PARKS	SPORTS PROGRAM	LUCIA BRANDON ST.	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26325	05/05/2020	PARKS	SPORTS PROGRAM	MACHUCA DELIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26326	05/05/2020	PARKS	SPORTS PROGRAM	MACHUCA PEDRO	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26327	05/05/2020	PARKS	SPORTS PROGRAM	MACIEL CARLOS	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26328	05/05/2020	PARKS	SPORTS PROGRAM	MARIN APRIL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26329	05/05/2020	PARKS	SPORTS PROGRAM	MARTINEZ BENJAMIN	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26330	05/05/2020	PARKS	SPORTS PROGRAM	MARTINEZ GLADYS	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26331	05/05/2020	PARKS	SPORTS PROGRAM	MARTINEZ LORRAINE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26332	05/05/2020	PARKS	SPORTS PROGRAM	MARTINEZ-PICHARDO ANGELA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26333	05/05/2020	PARKS	SPORTS PROGRAM	MCINTYRE BRANDY	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26334	05/05/2020	PARKS	SPORTS PROGRAM	MEDINA JOCELYNN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26335	05/05/2020	PARKS	SPORTS PROGRAM	MELGOZA EDUARDO	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00

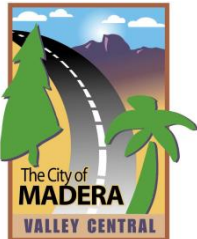
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26336	05/05/2020	PARKS	SPORTS PROGRAM	MENDEZ FELIPE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26337	05/05/2020	PARKS	SPORTS PROGRAM	MENDEZ IRENE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26338	05/05/2020	PARKS	SPORTS PROGRAM	MENDEZ ROSIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26339	05/05/2020	PARKS	SPORTS PROGRAM	MENDOZA MARIA C	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26340	05/05/2020	PARKS	PARKS ADMIN	MENDOZA, JESSICA	FACILITY DEPOSIT REFUND - DUE TO COVID	565.00
26341	05/05/2020	PARKS	SPORTS PROGRAM	MIRACLE SHAINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26342	05/05/2020	PARKS	SPORTS PROGRAM	MITTTNACHT SARA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26343	05/05/2020	PARKS	SPORTS PROGRAM	MOORE MARKELL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26344	05/05/2020	PARKS	SPORTS PROGRAM	MORENO DAISY	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26345	05/05/2020	PARKS	SPORTS PROGRAM	MORENO GEORGINA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26346	05/05/2020	PARKS	SPORTS PROGRAM	MORENO MARIA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26347	05/05/2020	PARKS	SPORTS PROGRAM	MORQUECHO VANESSA RENAE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26348	05/05/2020	PARKS	SPORTS PROGRAM	MOSCOSO MONICA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26349	05/05/2020	PARKS	SPORTS PROGRAM	MOSIER DENICE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26350	05/05/2020	PARKS	SPORTS PROGRAM	MOTZ KIARA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26351	05/05/2020	PARKS	SPORTS PROGRAM	MUNOZ DESIREE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26352	05/05/2020	PARKS	SPORTS PROGRAM	MURPHY JORDAN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26353	05/05/2020	PARKS	SPORTS PROGRAM	NAINOA DARCY K	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26354	05/05/2020	PARKS	SPORTS PROGRAM	NAVARRO MARISOL	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26355	05/05/2020	PARKS	SPORTS PROGRAM	OCAMPO VIVIANA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26356	05/05/2020	PARKS	SPORTS PROGRAM	OCHOA ALEJANDRO	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26357	05/05/2020	PARKS	SPORTS PROGRAM	OCHOA LANETTE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26358	05/05/2020	PARKS	SPORTS PROGRAM	OROCIO KARINA	SPORTS CANCELLATION REFUND - DUE TO COVID	50.00
26359	05/05/2020	PARKS	SPORTS PROGRAM	ORTIZ ANTONIO SANCHEZ	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26360	05/05/2020	PARKS	SPORTS PROGRAM	ORTIZ MELINDA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26361	05/05/2020	PARKS	SPORTS PROGRAM	ORTIZ VERONICA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26362	05/05/2020	PARKS	SPORTS PROGRAM	PACHECO DULCE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26363	05/05/2020	PARKS	SPORTS PROGRAM	PADILLA MORGYN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26364	05/05/2020	PARKS	SPORTS PROGRAM	PARMELEE TANYA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26365	05/05/2020	PARKS	SPORTS PROGRAM	PAZ VICTOR	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26366	05/05/2020	PARKS	SPORTS PROGRAM	PENA CINDY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26367	05/05/2020	PARKS	SPORTS PROGRAM	PEREZ GWENDOLYN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26368	05/05/2020	PARKS	GENERAL TRUST	PEREZ, LYDIA	FACILITY DEPOSIT REFUND - DUE TO COVID	190.00
26369	05/05/2020	PARKS	SPORTS PROGRAM	PICKENS MONIQUE	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26370	05/05/2020	PARKS	SPORTS PROGRAM	PLACIDO JUAN CARLOS	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26371	05/05/2020	PARKS	SPORTS PROGRAM	PORTER SALLY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26372	05/05/2020	PARKS	GENERAL TRUST	PORTER, LIZETTE	FACILITY DEPOSIT REFUND - DUE TO COVID	190.00
26373	05/05/2020	PARKS	SPORTS PROGRAM	PRADO DESIRAE E	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26374	05/05/2020	PARKS	SPORTS PROGRAM	PRECIADO JAMILEXX DAMARIZZ	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26375	05/05/2020	PARKS	SPORTS PROGRAM	PRUITT ALYSSA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26376	05/05/2020	PARKS	SPORTS PROGRAM	PUENTES ERICA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26377	05/05/2020	PARKS	SPORTS PROGRAM	RABENA JESSICA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26378	05/05/2020	PARKS	SPORTS PROGRAM	RAMIREZ JOHNNIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50

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26379	05/05/2020	PARKS	SPORTS PROGRAM	RAMIREZ JOHNNIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26380	05/05/2020	PARKS	SPORTS PROGRAM	REA ESMERALDA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26381	05/05/2020	PARKS	SPORTS PROGRAM	REVUELTA ALYSSA	SPORTS CANCELLATION REFUND - DUE TO COVID	67.50
26382	05/05/2020	PARKS	SPORTS PROGRAM	REYES CASSANDRA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26383	05/05/2020	PARKS	SPORTS PROGRAM	REYES RAYMOND	SPORTS CANCELLATION REFUND - DUE TO COVID	120.00
26384	05/05/2020	PARKS	PARKS ADMIN	ROCHA, AGAPITA	FACILITY DEPOSIT REFUND - DUE TO COVID	190.00
26385	05/05/2020	PARKS	SPORTS PROGRAM	RODRIGUEZ ANNA CONNIE	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26386	05/05/2020	PARKS	SPORTS PROGRAM	RODRIGUEZ MELISSA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26387	05/05/2020	PARKS	SPORTS PROGRAM	RODRIGUEZ ROXANNE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26388	05/05/2020	PARKS	SPORTS PROGRAM	ROJAS ANDREA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26389	05/05/2020	PARKS	SPORTS PROGRAM	ROMERO ADAM PABLO	SPORTS CANCELLATION REFUND - DUE TO COVID	50.00
26390	05/05/2020	PARKS	SPORTS PROGRAM	ROMERO JENNIFER	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26391	05/05/2020	PARKS	SPORTS PROGRAM	RUBIO EVELYN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26392	05/05/2020	PARKS	SPORTS PROGRAM	RUEDA ANGELINA	SPORTS CANCELLATION REFUND - DUE TO COVID	95.00
26393	05/05/2020	PARKS	SPORTS PROGRAM	SAAVEDRA ADAN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26394	05/05/2020	PARKS	COMM & REC	SALAS, MELINA	FACILITY DEPOSIT REFUND - DUE TO COVID	1,010.00
26395	05/05/2020	PARKS	SPORTS PROGRAM	SALAZAR BRITTANY	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26396	05/05/2020	PARKS	SPORTS PROGRAM	SALCIDO RITA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26397	05/05/2020	PARKS	SPORTS PROGRAM	SALDATE RICKY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26398	05/05/2020	PARKS	SPORTS PROGRAM	SALVATIERRA CATARINA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26399	05/05/2020	PARKS	SPORTS PROGRAM	SALVATIERRA CATARINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26400	05/05/2020	PARKS	SPORTS PROGRAM	SALVATIERRA CATARINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26401	05/05/2020	PARKS	SPORTS PROGRAM	SANCHEZ ALLAN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26402	05/05/2020	PARKS	SPORTS PROGRAM	SANTIAGO KATIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26403	05/05/2020	PARKS	SPORTS PROGRAM	SANTOS ALICIA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26404	05/05/2020	PARKS	SPORTS PROGRAM	SCHOONMAKER JAN	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26405	05/05/2020	PARKS	SPORTS PROGRAM	SEPULVEDA DAISY	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26406	05/05/2020	PARKS	SPORTS PROGRAM	SERMENO ALEX	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26407	05/05/2020	PARKS	SPORTS PROGRAM	SILVA MARIA	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00
26408	05/05/2020	PARKS	SPORTS PROGRAM	SILVA ROBERT	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26409	05/05/2020	PARKS	SPORTS PROGRAM	SIMMONS ROBERT	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26410	05/05/2020	PARKS	SPORTS PROGRAM	SINGH JITENDER	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26411	05/05/2020	PARKS	SPORTS PROGRAM	SOTO JUANA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26412	05/05/2020	PARKS	SPORTS PROGRAM	SOTO MAXYNE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26413	05/05/2020	PARKS	SPORTS PROGRAM	STACEY SAMANTHA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26414	05/05/2020	PARKS	SPORTS PROGRAM	STICKLER MAGGIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26415	05/05/2020	PARKS	SPORTS PROGRAM	STOKES MEGAN	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26416	05/05/2020	PARKS	SPORTS PROGRAM	SYLVESTER MINERVA	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26417	05/05/2020	PARKS	SPORTS PROGRAM	TAYLOR GLORIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26418	05/05/2020	PARKS	SPORTS PROGRAM	TIJERO JESUS	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26419	05/05/2020	PARKS	SPORTS PROGRAM	TORRES ALEXANDRA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26420	05/05/2020	PARKS	SPORTS PROGRAM	TORRES PEDRO	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26421	05/05/2020	PARKS	SPORTS PROGRAM	TORRES YUNUEN ZAMBRANO	SPORTS CANCELLATION REFUND - DUE TO COVID	60.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
26422	05/05/2020	PARKS	SPORTS PROGRAM	TOVAR ALEXANDRA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26423	05/05/2020	PARKS	SPORTS PROGRAM	TREVINO ASHLEE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26424	05/05/2020	PARKS	SPORTS PROGRAM	TRUJILLO NATHANIEL JORDAN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26425	05/05/2020	PARKS	SPORTS PROGRAM	TURNER SARAH MARGARET	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26426	05/05/2020	PARKS	SPORTS PROGRAM	VALENZUELA DANIEL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26427	05/05/2020	PARKS	SPORTS PROGRAM	VALENZUELA MARIBEL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26428	05/05/2020	PARKS	SPORTS PROGRAM	VARGAS ANDREINA	SPORTS CANCELLATION REFUND - DUE TO COVID	115.00
26429	05/05/2020	PARKS	SPORTS PROGRAM	VASQUEZ ANDREA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26430	05/05/2020	PARKS	SPORTS PROGRAM	VASQUEZ ARIADNE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26431	05/05/2020	PARKS	SPORTS PROGRAM	VASS MATTHEW M	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26432	05/05/2020	PARKS	SPORTS PROGRAM	VEGA NORMA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26433	05/05/2020	PARKS	SPORTS PROGRAM	VIERRA ANNALIZA YVONNE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26434	05/05/2020	PARKS	SPORTS PROGRAM	VIEYRA MARIA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26435	05/05/2020	PARKS	SPORTS PROGRAM	VILLASENOR XOCHITL	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26436	05/05/2020	PARKS	SPORTS PROGRAM	WALKER ANA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26437	05/05/2020	PARKS	SPORTS PROGRAM	WATTLE EXIE	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26438	05/05/2020	PARKS	SPORTS PROGRAM	WHITLOCK EVAN	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26439	05/05/2020	PARKS	SPORTS PROGRAM	WRIGHT ELSA	SPORTS CANCELLATION REFUND - DUE TO COVID	70.00
26440	05/05/2020	PARKS	SPORTS PROGRAM	YBARRA LISA	SPORTS CANCELLATION REFUND - DUE TO COVID	70.00
26441	05/05/2020	PARKS	SPORTS PROGRAM	ZAMBRANO ANGELINA	SPORTS CANCELLATION REFUND - DUE TO COVID	57.50
26442	05/05/2020	PARKS	SPORTS PROGRAM	ZAMORA JESSICA	SPORTS CANCELLATION REFUND - DUE TO COVID	47.50
26443	05/05/2020	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	5,031.30
26444	05/05/2020	FACILITIES	FACILITIES MAINT	PRESTIGE CUSTOM GLASS	REPLACE BROKEN WINDOW	1,047.27
26445	05/05/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	150.00
26446	05/05/2020	HR	PAYROLL TRUST	SUPERIOR VISION INSURANCE INC.	MAY 2020 VISION INSURANCE	2,275.74
26447	05/05/2020	PARKS	PARKS	TECH. MASTER PEST MANAGEMENT	GOPHER CONTROL	150.00
26448	05/05/2020	PURCHASING	FIRE/WWTP	TESEI PETROLEUM INC.	DIGESTER/FACILITIES HEATING	1,356.58
26449	05/05/2020	PD	PD ADMIN	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH AND WRITING SERVICES	4,000.00
26450	05/05/2020	PD	PD ADMIN	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	139.00
26451	05/05/2020	FINANCE - UB	WATER FUND	BARRIENTOZ MATTHEW	UTILITY BILLING CREDIT REFUND	93.75
26452	05/05/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBUTIONS	25,471.39
26453	05/05/2020	FINANCE	VARIOUS	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAR 11 - APR 10	8,013.89
26454	05/05/2020	PARKS	PARKS	VILLA GARDENING SERVICE INC	FEBRUARY LAWN SERVICE	620.00
26455	05/05/2020	FINANCE	CFD 2005-1	WILLDAN FINANCIAL SERVICES	CFD 2006-1 SERIES 2018 PRIVATE PLACEMENT	2,563.05

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

2,349,203.54



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

 Arnaldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Service Expenditures

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

SUMMARY:

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City’s in-house City Attorney. If there is additional information Council desires to see in future iterations of this report, please advise and staff will make the requested changes.

Firm: Liebert Cassidy Whitmore

Billing Period: February 2020

Matter	Charges	
	February 2020	Fiscal Year-to-Date
Tort Liability Claim/Grievance (Personnel related)	\$0.00	\$1,236.00
SB 1421 Requests	\$0.00	\$287.00
Total	\$0.00	\$1,523.00

Firm: Madera County District Attorney’s Office

Billing Period: No bills received to date for FY 2019-20

Firm: Colantuono, Highsmith & Whatley, PC

Billing Period: March 2020

The City received billings dating back to December 2019 in late February 2020. This late receipt of billings caused late reporting of incurred expenses. This issue has been rectified going forward by having the bills sent directly to the City.

Matter	Charges	
	March 2020	Fiscal Year-to-Date
Pending Litigation	\$2,093.26	\$16,662.71
	\$2,093.26	\$16,662.71

Firm: Montoy Law

Billing Period: February through March 2020

Matter	Charges		
	February 2020	March 2020	Fiscal Year-to-Date
General Legal Review/Advice	\$846.00	\$4,888.00	\$15,474.00
City Clerk	\$658.00	\$1,574.50	\$3,854.00
Attendance at Council Meetings & Advice on Same	\$2,209.00	\$2,702.50	\$18,916.50
City Council Requests for Information/Research			\$728.50
City Manager		\$305.50	\$8,228.00
Review and Advice on Agreements	\$6,768.00	\$4,982.00	\$37,852.00
Public Records Act Matters			\$27,330.50
Real Estate Transactions			\$456.00
Planning	\$2,115.00	\$658.00	\$13,474.00
Finance	\$23.50	\$70.50	\$7,467.00
Successor Agency	\$117.50	\$70.50	\$2,314.50
Public Works/Engineering	\$1,809.50	\$2,232.50	\$10,669.50
Grand Jury			\$1,021.00
Litigation	\$23,120.50	\$11,531.04	\$95,381.04
Personnel/Payroll		\$47.00	\$495.00
Municipal Code Enforcement			\$855.00
Police Department - General			\$211.50
Pitchess Motion (Peace Officer Personnel Records)			\$0.00
Ordinances	\$141.00	\$1,504.00	\$5,757.50
Discounted Hours	\$0.00	\$1,834.50	-\$5,462.50
Total	\$37,808.00	\$28,731.54	\$245,023.04

Firm: Law Office of Gregory L. Myers

Billing Period: March 2020

Matter	Charges	
	March 2020	Fiscal Year-to-Date
Pending Litigation	\$477.00	\$477.00
	\$477.00	\$477.00

FINANCIAL IMPACT:

For FY 2019/20, Council entered into an agreement for a contract service delivery model going forward effective August 8, 2019. When the FY 2019/20 operating budget was originally adopted, the City Attorney Department Budget was proposed similar to FY 2018/19 as the long-term service delivery model was not yet known. The Finance Department calculated charges-to-date as of the change in service deliver model to contracting out and collapsed the remaining funds into the contracted legal services line item. Examples of charges incurred to individual line items prior to the change would be costs associated with the recruitment and Request for Proposals process, janitorial services for the space formerly occupied by City Attorney staff, and other similar charges typically split amongst City Hall departments by their square footage portion of the building.

Based on this adjustment, the Contracted Legal Services line item budget for City Attorney services in FY 2019/20 is \$373,291.50. Expenditures YTD actual is \$257,932.75 with \$62,813.00 remaining funds available in this line item.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

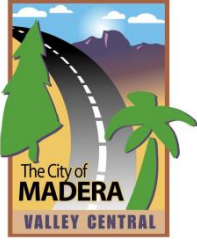
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: B-4

SUBJECT:

Administrative Policy on Lactation Breaks

RECOMMENDATION:

Adopt a Minute Order Approving an Administrative Policy on Lactation Break Time and Location

SUMMARY:

Senate Bill (SB) 142 requires employers to provide employees with lactation breaks. The City of Madera (City) has accommodated mothers and supported their breastfeeding journey, however the City does not have a formal policy. To comply with SB 142, staff has drafted a formal Administrative Policy on Lactation Break Time and Location. Even with a formal policy, it should be noted that every individual's experience with breastfeeding and breast milk expression is different, necessitating open communication and reasonable flexibility in the application of this policy.

DISCUSSION:

Effective January 1, 2020, SB 142 requires all employers to provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The City has accommodated lactating mothers for many years, however SB 142 requires a formal written policy be in place. Staff has drafted an Administrative Policy in accordance with SB 142 requirements.

The policy includes the following information:

- Employees that have a need to express breast milk will be provided with a reasonable amount of break time. Employees shall advise their supervisor of the need for lactation breaktime prior to returning to work to ensure the City has the opportunity to provide a supportive environment.

- If an employee needs to take a lactation break at times other than their provided break times, the lactation break shall be unpaid, or employee make choose to use accrued leave. Alternatively, employees may request an adjustment to their work schedule to off-set the increased break time.
- The City will provide a lactation location in close proximity to employee’s worksite that is not a bathroom to express milk in private. The room or location will meet the following criteria:
 - Be shielded from view and free from intrusion while being used to express milk.
 - Be safe, clean, and free of hazardous materials.
 - Contain a surface on which to place a breast pump or personal items.
 - Contain a place to sit.
 - Have access to an electrical outlet needed to operate a breast pump.
- Employees will have access to a sink with running water, and a refrigerator or other cooling device suitable for storing milk will be provided.

The policy was provided to all bargaining units for comment; no response was received.

FINANCIAL IMPACT:

None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Adoption of this policy is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ATTACHMENTS:

1. Administrative Policy on Lactation Break Time and Location

CITY OF MADERA Administrative Policy	Policy No.
	Date Adopted:
	Date(s) Revised:
Subject: Lactation Break Time and Location	

Introduction

Effective January 1, 2020, Senate Bill 142 requires the City of Madera (City) to provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk under the following conditions. The City recognizes that every individual's experience with breastfeeding and breast milk expression is different, necessitating open communication and reasonable flexibility in the application of this policy.

Procedures and Responsibilities

Lactation Break Time

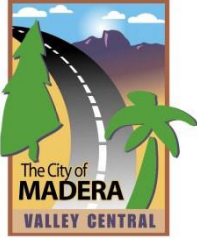
- Prior to the need for lactation break time, the employee shall advise their supervisor of their anticipated break schedule to support breastfeeding and breast milk expression. Such notification should include the anticipated frequency and duration of lactation breaks. The purpose of prior notification is to ensure the City has the opportunity to provide a supportive environment upon return-to-work. The Supervisor shall advise the employer of the lactation location that will be made available to the employee.
- The break time shall, if possible, run concurrently with any break time already provided to the employee.
- If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid, or the employee may choose to use accrued leave. An employee may also request in writing to modify scheduled work hours to allow for additional break times, however such requests will require written approval in advance from the Department Director and the proposed schedule must be supportive of the provision of core City services.
 - Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such break. Such notification shall be in writing (email is acceptable) and provided with as much advance notice as is practicable.
 - Breaks may be reasonably delayed if they would seriously disrupt operations.
 - Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

Lactation Location

- The City of Madera (City) will provide a room or other location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:
 - Be shielded from view and free from intrusion while being used to express milk;
 - Be safe, clean, and free of hazardous materials;
 - Contain a surface on which to place a breast pump and personal items;
 - Contain a place to sit; and
 - Have access to an electrical outlet needed to operate a breast pump.
- An employee occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed.
- The City will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area. Such facility may not be in the same room as the lactation location, but will be within a reasonable distance to ensure proper hygiene and storage of expressed milk.

Additional Guidelines

- All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.




REPORT TO CITY COUNCIL

Approved by:



Daniel Foss, Interim Public Works Director



Arnoldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: B-5

SUBJECT:

Special Activity Permit for the Use of Designated Areas of the Madera Municipal Airport for the 2020-2021 Porsche Club of America Autocross Events.

RECOMMENDATION:

Adopt a Resolution approving a Special Activity Permit for the Porsche Club of America to utilize certain areas of the Madera Municipal Airport for autocross events on seven dates.

SUMMARY:

This Special Activity Permit will allow the Porsche Club of America (PCA) to utilize the Restricted Runway 8-26 at the Madera Municipal Airport for monthly autocross performance driving events from September to November 2020 and March to June 2021. Autocross is a sport driving competition focused on navigating a car through a defined course of pylons. The courses are set up using soft orange traffic pylons and speeds are between 40 to 65 mph. The event organizers place an emphasis on driver skill and car performance. The PCA recognizes safety and uninterrupted airport operations as their top priorities.

DISCUSSION:

The City received a request in December 2017 from the PCA to use areas of the Airport for a monthly autocross event. After reviewing several locations with the PCA and staff, the request was presented to the Airport Advisory Commission and, subsequently, to Council. Council approved the request for use of the Madera Municipal Airport Restricted Runway for autocross events in 2018 and 2019. The PCA has held several events over the past year and has been pleased with the location. The course stays within the given confines of the Restricted Runway 8-26 and does not impede any Airport traffic. They use an entrance gate off Avenue 16 and, therefore, have no need to cross any of the main taxiway, apron or Runway 12-30 facilities.

In its advertising and promotional materials for the event, the PCA shall promote the Madera Municipal Airport and the City through publicity that encourages commerce and tourism within the City. The events will take place are listed per Table 1.

Table 1: <i>Dates of events</i>		
September 12, 2020	March 13, 2021	May 8, 2021
October 10, 2020	April 10, 2021	June 12, 2021
November 14, 2020		

Staff has negotiated an updated rate of \$350 per event fee with the PCA. The proposed Special Activity Permit details the terms of this non-aviation-related event.

It is noted that due to COVID-19, the Airport Advisory Commission was unable to conduct a meeting to vote on the request for use of the Madera Municipal Airport Restricted Runway for autocross events in 2020 and 2021. However, a sponsor from the Porsche Club of America, Larry Kirilin, was notified his request will be forwarded to Council due to these unforeseen circumstances.

FINANCIAL IMPACT:

This Special Event Permit will allow for seven autocross events over the course of 2020 and 2021. These seven events will generate \$2,450 in revenue for the Airport. There will be no financial impact to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

ALTERNATIVES:

Council may choose to not approve the Special Activity Permit for the PCA. The PCA’s current Permit will be valid until June 13, 2020 and terminate thereafter.

ATTACHMENTS:

1. Resolution
2. Special Activity Permit Certificate
 - a. Exhibit A – Site Plan of Restricted Runway 8-26
 - b. Exhibit B – Access Route to Event Location
 - c. Exhibit C – Federal Aviation Administration Assurances
 - d. Exhibit D – Release and Waiver
 - e. Exhibit E – Insurance Requirements

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A SPECIAL ACTIVITY PERMIT CERTIFICATE FOR
THE USE OF DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT
FOR THE 2020-2021 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS**

WHEREAS, the Porsche Club of America (Permittee) has requested permission to utilize an area of the Madera Municipal Airport for autocross events during Fiscal Year 2020-21; and

WHEREAS, the City of Madera (City) has available space on Restricted Runway 8-26 that will not present any safety hazard or detriment to normal operations of aircraft arriving or departing from the Airport; and

WHEREAS, the City and the Permittee have agreed upon terms for the Special Activity Permit.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA HEREBY resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The Special Activity Permit between the City and the Porsche Club of America, a copy of which is attached and incorporated by reference is hereby approved.
3. This resolution is effective immediately upon adoption.

* * * * *

**MADERA MUNICIPAL AIRPORT CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT
CERTIFICATE FOR THE USE OF DESIGNATED AREAS OF THE AIRPORT FOR THE 2020-2021
PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS**

THIS IS TO CERTIFY THAT, the City Council (“Council”) of the City of Madera (“City”), at a regular meeting held on May 20, 2020, considered and approved this Conditional Airport Special Activity Permit (or “Permit”) for use of areas of the Restricted Runway 8-26 (“Ag strip”) at the Madera Municipal Airport for monthly scheduled non-aviation-related events and activities in conjunction therewith, and subject to the following conditions and restrictions and to further certify that by execution thereof Porsche Club of America agrees to all the terms and conditions of this Permit.

REQUEST:

Request by the Porsche Club of America, a corporation of the State of Maryland registered to do business in California (hereinafter referred to as “Permittee”), for permission to use the Airport Restricted Runway 8-26 (as indicated on **Exhibit A** attached hereto and made a part hereof).

BACKGROUND:

In December 2017, a request was received from the Permittee to utilize areas of the Airport for a monthly event from May 2018 through June 2019, for autocross performance driving activities. This request was approved by Council on April 28, 2018. The Permittee expressed to the City their desire to continue utilization of the area during Fiscal Year 2020/2021.

Due to COVID-19, the Airport Advisory Commission was unable to conduct a meeting to vote on the request for use of the Madera Municipal Airport Restricted Runway for autocross events in 2020 and 2021. However, a sponsor from the Porsche Club of America, Larry Kirlin, was notified his request will be sent to the City Council due to unforeseen circumstances.

COUNCIL ACTION:

The City Council adopted the following findings in justification of this Permit and grants the Permit as described herein subject to each of its Conditions of Approval and authorized the Mayor to execute same as described herein.

FINDINGS:

In issuing this Permit, the City Council hereby finds that, under strict conditions of approval:

1. Permittee’s automotive, non-aviation-related event and activities and use of the

Restricted Runway 8-26 areas and Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.

2. Permittee's non-aviation-related activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Permittee's non-aviation-related activities, if conducted in accordance with the Conditions of this Permit will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City. The long-term use of the property is designated for aviation-related development in the Airport Master Plan and Airport Layout Plan.
4. Permittee's non-aviation-related activities and the use of the Restricted Runway 8-26 areas and Airport facilities will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. Reasonable time periods can be and are herein designated for Permittee's non-aviation-related activities.
6. Permittee shall pay \$350.00 per event for this proposed use.
7. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. It is further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

Approval of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit. City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

EVENT DESCRIPTION:

The Event is a monthly autocross event on the second Saturday of the months of September through November 2020, and March through June of 2021 inclusive, for Porsche Club of America to participate in timed autocross competition. Event participants on the Restricted Runway 8-26

would navigate a temporary course marked by traffic cones in a timed competition. The event organizers place an emphasis on driver skill and car performance; and performance is measured by time. All vehicles would be checked by Permittee for safety and adequately prepared for timed racing.

Event participants would race on a course set up on the Restricted Runway 8-26. Use of the term “runway” in this Permit refers to macadam, bituminous asphalt surfaces existing at the Airport. The autocross-timed-racing course will be set up substantially as shown on **Exhibit B**, attached hereto and incorporated herein; no other portions of the Airport will be used for automotive activities. The Event will not involve the producing, assembling, or selling of any products onsite.

For the dates listed above for the automotive activities, up to 100 members of the Porsche Club of America will be at the Airport at any one time. Logistics staff will deliver and set up portable equipment on the Friday prior to the event from 12:00 PM to 6:00 PM. The autocross course will be set up on Saturday of the event, prior to racing activities. Autocross-timed-racing activities will occur between the hours of 7:00 AM and 5:00 PM. Table 1 provides a summary of event activities by time and day.

TABLE 1. Activities Schedule

Day	Start	End	Location	Event/Description	People on Site (max)
Friday	12:00 PM	6:00 PM	RR&T	Course Setup, Delivery of Portable Toilet	5
Saturday	7:00 AM	9:00 AM	RR&T	Registration and Course Setup	100
	9:00 AM	9:30 AM	RR&T	Drivers Meeting and Course Walk	100
	9:30 AM	4:00 PM	RR&T	Autocross Timed Runs	100
	4:00 PM	5:00 PM	RR&T	Load-out and Clean-up	25
Monday	8:00 AM	12:00 PM	RR&T	Pick-up of Portable Toilet	2

Note:

RR&T = Restricted Runway and Taxiway

Exhibit B shows the route event participants will take to access the Restricted Runway 8-26 areas, which involves detouring through the gated entrance at Avenue 16 to avoid crossing the apron, taxiway and Runway 12-30.

In its advertising and promotional materials for the event, Permittee shall promote and aid the commerce of the Madera Municipal Airport and the City of Madera and use of City facilities by positive publicity for the City through its association with the event and to aid commerce and tourism within the City.

TERM OF PERMIT: For the dates of: September 12, 2020; October 10, 2020 and November

14,2020. For 2021, the dates are March 13, April 10, May 8 and June 12.

FEE: Permittee shall pay \$350.00 per event.

BUSINESS LICENSE: Thirty (30) days prior to conducting any activity under the authority granted by this Permit, Permittee and any of its contractors or subcontractors for the event must apply, pay for and receive a City of Madera Business License from the City's Finance Department.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions and the breach of any said terms, covenants or conditions will be deemed sufficient cause for the suspension or termination of the Permit.

I Operational

1. Permittee's non-aviation-related activities shall be confined to the areas of the Restricted Runway 8-26 and Airport facilities designated by the City and shown in **Exhibit A**. Use of any other areas of the Airport for activities pursuant to this Permit must be approved in advance and in writing by the City. The City shall have final approval of all site plans as provided herein and Permittee shall implement all safety measures required by the City to ensure public safety and to safeguard users of the Airport and aircraft. The City reserves the right to relocate or to cancel or suspend any event at any time if, in the opinion of the City such relocation or suspension/termination is required for the public safety or the safe operation of the Airport.

2. Pre- and post-event site inspections will be conducted by representatives of Permittee and the City, at a date and time agreed in writing prior to the Event, to determine existing conditions and evaluate in writing potential damages, if any. Each day autocross racing is conducted on Restricted Runway 8-26, representatives of Permittee and the City shall inspect the racing course(s) prior to the racing day and following that inspection and after any remedial actions taken, except for any condition identified in writing by the Permittee or by the City at the time of the inspection, Permittee agrees to accept the condition of the runway and the racing courses "as is" with respect to all conditions which may then exist. The cost to the City to repair or replace any post- event damage, or to effect removal and cleanup of any material or oil or gas spill remaining on the Event site after the end of the usage period (as defined herein) shall be assessed to Permittee. Permittee's use of the Airport must not affect access to, or the use of premises leased to the City's tenants at the Airport.

3. Prior to conducting any activities on the Airport, Permittee will provide a final written schedule of its proposed activities to the City and will keep City staff fully informed on a timely basis by providing prior written notice concerning any and all changes concerning events listed in that schedule. Prior to the event, Permittee will provide to the City a current list of names, phone numbers, and e-mail addresses for principal contact persons who are responsible for the conduct

of that event both on- and off- site and who should be contacted in the event of an emergency. Prior to the scheduled event, Permittee will attend a pre-event briefing with City staff to ensure coordination of the event and emergency procedures.

4. Permittee's non-aviation-related and other activities and operations shall be conducted only from 6:00 AM to 6:00 PM. The City will not provide staff on-site during this time.

5. An accurate plan of the location of all events and related activities must be prepared by Permittee and approved in advance by the City. This plan should include but is not limited to safety setbacks, crowd lines, parking areas for visitors and participants.

A traffic management plan showing the Airport gate and route to be used for ingress and egress to the event site, the location of directional signs, security fencing, and barricades, if needed, shall be submitted to the City at least thirty (30) days before the Event.

6. Traffic entering or leaving the Restricted Runway 8-26 areas shall avoid crossing Runway 12-30 by accessing the site through the gate at Avenue 16 and following the traffic route shown on **Exhibit B**.

7. Set-up and break-down of course equipment associated with any event will occur on the same day as event activities. All equipment and materials on the Restricted Runway must be removed before 6:00 PM on the same day as the event and the site returned to its pre-event condition, unless other arrangements are approved in advance by the City. Permittee is responsible to pay any maintenance or cleanup costs associated with the event.

Permittee is responsible for installing and securing any traffic cones, signs, striping or tape used to delineate areas, trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any event. If water is required to clean the event site, it shall be accomplished using non-potable water whenever possible unless potable water is required for reasons of health or safety. If Permittee's activities on the site damages the runway due to a fuel spill and the runway softens or otherwise becomes unusable, Permittee will be responsible for the cost of repairs to the damaged runway. If, in the sole determination of the City, the event site requires sweeping for rocks and small debris following any event as a result of Permittee's activities, the City will so notify Permittee who will have an option to sweep debris from the site to the satisfaction of the City or to request the City to sweep debris. In the event that City personnel are required to remove debris from the event site, Permittee shall be assessed a Public Works Special Event Labor charge consistent with the City of Madera Master Fee Schedule. All sweeping must be completed no later than 5:00 PM on the day following autocross racing activities.

8. Ample garbage and refuse containers with snug fitting lids must be provided for food facilities and for public use to the satisfaction of the City. Garbage and refuse containers must be emptied as necessary during any event so as not to overflow during or after an event. All trash must

be removed from the site and the Airport no later than the day following the event. In the event that City personnel are required to remove garbage or refuse from the event site, Permittee shall be assessed a Public Works Special Event Labor Charge consistent with the City of Madera Master Fee Schedule, and Permittee shall pay said charge within seven calendar days of receiving the assessment from the City.

9. Adequate portable restrooms will be provided by Permittee for any event in such numbers and locations as may be required by the Madera County Health Department and the City. These portable restrooms must be serviced and pumped by a sanitation truck as required and removed from event site at the conclusion of activities. There must be no dumping of any materials into existing sewers serving the Airport.

10. Fire extinguishers fully charged and with tags affixed, must be provided by Permittee as required by the City's Fire Department. There will be no open-air use of hazardous or flammable materials. All fuel shall be stored and dispensed properly from adequately vented containers.

11. First aid kits and supplies as approved in advance by the City and the City's Fire Department shall be available on-site for the duration of any automotive racing activity.

12. Any accident requiring medical attention must be reported in writing to the City within 24 hours from the time of the accident.

13. Permittee by accepting this Permit acknowledges that it has received and will abide by the rules and regulations set forth in the Airport Operating Ordinance.

14. Permittee's must, within 24-hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or this Conditional Airport Special Activity Permit, provide a written report of the incident to the City using a form approved by the City.

15. Permits must be obtained from the Madera County Health Department for any temporary food or beverage service or preparation facilities at least ten (10) days prior to an event.

16. Parking for motor vehicles including utility trucks shall be as designated on the site plan in areas outside the fenced air operations areas of the Airport. There must be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property, unless same is approved in advance by the City. Any circumstances which arise during an event which is expected to impact Permittee's ability to leave the site clean and vacant, such as the presence of an inoperable vehicle, shall be immediately communicated to the City.

17. Permittee will be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport or outside of designated areas, as shown in **Exhibit A**.

18. To the extent applicable Permittee shall comply with all FAA assurances as shown on **Exhibit C** attached hereto and made a part hereof.

19. Permittee shall cooperate with the City in notifying pilots, users and tenants of the Airport about the Permittee's event activities and explaining how these activities will affect the Airport and airport operations.

20. Sponsorship banners and signs are allowed within the designated event area in locations approved by the City and indicated on the site plan. Banners and signs shall be promptly removed after the event.

21. Nonperson shall possess or consume any alcoholic beverage or illegal drug in or around any areas of the Restricted Runway 8-26 when Permittee's activities are taking place. No person employed by or providing service to Permittee shall possess, consume, and/or have in their system any alcoholic beverage or illegal drug in or around any areas where Permittee's activities are taking place.

II RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, INSURANCE AND INDEMNIFICATION REQUIRED

1. Release and Waiver of Liability and Assumption of Risk Agreement. Each participant in motorized vehicle operation including, but not necessarily limited to, driving, autocross, and slalom exercises and any passenger shall, prior to such participation, sign a Release and Waiver of Liability and Assumption of Risk Agreement, a copy of which is attached hereto as **Exhibit D**, and a copy of every such executed Agreement shall be provided to the City at the conclusion of each day's event which involves operation of motor vehicles on the Airport. (Permittee shall utilize Exhibit D in not less than an 8 ½" by 14" format.)

2. Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth herein. If Permittee use existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverage will be provided by Permittee and shown as having been issued the policies of insurance required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage, City shall promptly notify Permittee's.

Permittee and City further agree concerning the insurance coverage's required by this Permit as

set forth in **Exhibit E**, attached hereto and by this reference incorporated herein.

3 Indemnity. Permittee shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents (“City indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Permittee’s activities under this agreement or out of the operations conducted by Permittee, including the City’s active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Permittee’s activities under this agreement, the Permittee shall provide a defense to the City indemnitees, or at the City’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

III SUSPENSION OR TERMINATION

This Permit for non-aviation-related activities may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee’s activities on the Airport, by the City. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the City, it will immediately cease and suspend all their activities on the Airport.

City agrees to cooperate with Permittee in their efforts to remedy or to address the violation cited in the notice of suspension. If and when such violation has been addressed to the satisfaction of the City, a written notice of Permit reinstatement shall be given to Permittee.

This Permit may be terminated by action of the City.

If cancellation for convenience of the event is effected by Permittee, Permittee shall pay to the City an equitable charge for services or other work performed. The equitable charge for termination for Permittee’s convenience shall provide for payment to the City for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the City relating to written commitments that were executed prior to termination.

In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit by means of court action or administrative enforcement, the laws of the State of California shall govern the interpretation of the terms and conditions of this Permit and such action shall be brought in a court of proper jurisdiction in Madera County, the prevailing party, in addition to other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney’s fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorney for the prevailing party.

Or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

VI AUTHORITY

The individuals executing this Airport Special Activity Permit on behalf of the City of Madera and Porsche Club of America represent and warrant that he or she is duly authorized to execute and deliver this permit on behalf of said entity and that this Permit is binding upon said entity in accordance with its terms.

THIS CERTIFICATE IS TO NOTIFY requester Porsche Club of America that the above described Conditional Airport Special Activity Permit was approved by the City subject to execution below by Porsche Club of America.

Dated: May 20, 2020 Madera,

California

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

Porsche Club of America

BY: _____
Edwin Suarez, Sequoia Chapter President

ATTEST:

Alicia Gonzales, City Clerk

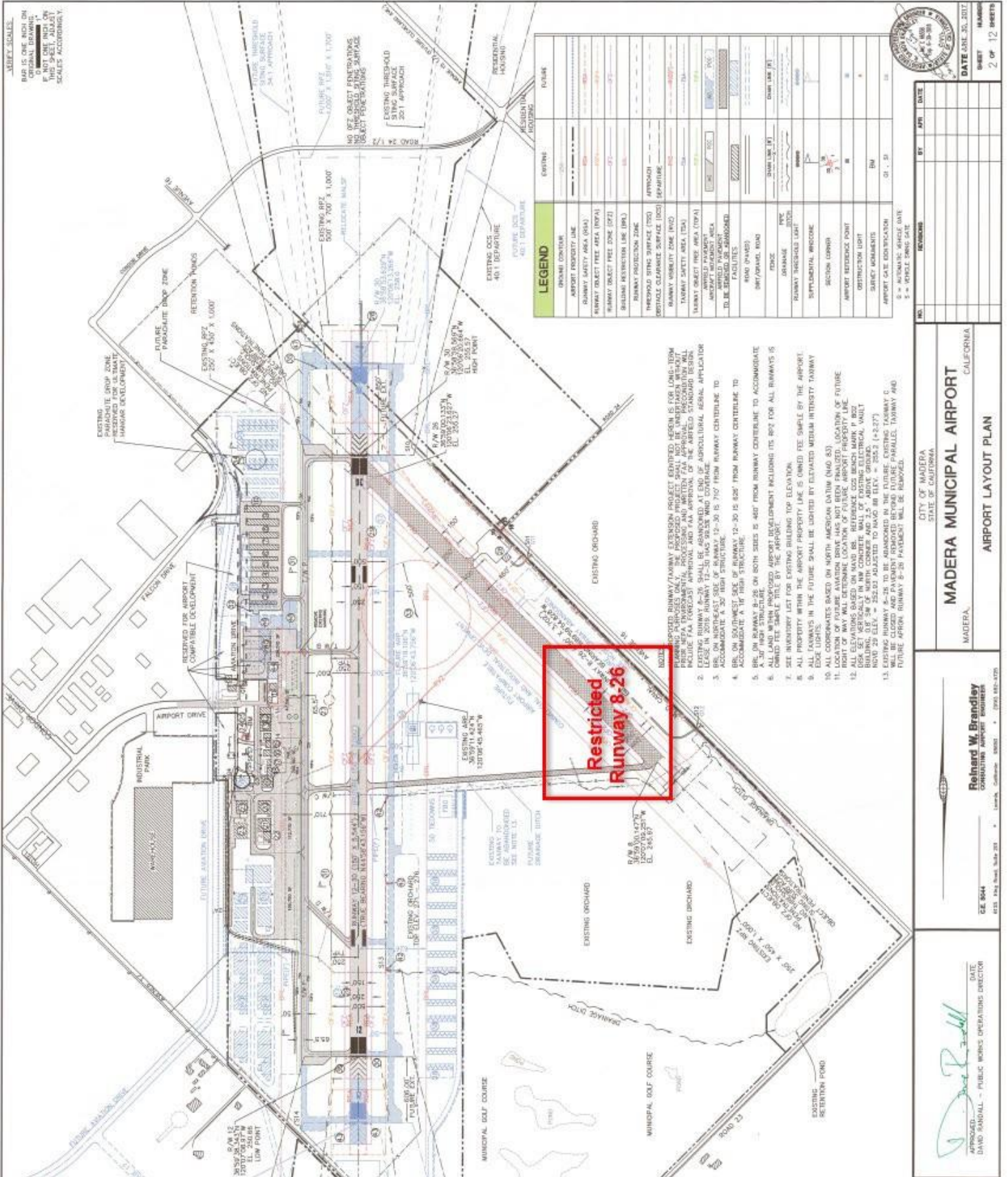
APPROVED AS TO FORM
CITY ATTORNEY

By: _____
Hilda Cantú Montoy

ATTACHMENTS

EXHIBIT A	SITE PLAN OF RESTRICTED RUNWAY 8-26
EXHIBIT B	ACCESS ROUTE TO EVENT LOCATION
EXHIBIT C	FAA ASSURANCES
EXHIBIT D	RELEASE, WAIVER & ASSUMPTION OF RISK AGREEMENT
EXHIBIT E	INSURANCE PROVISIONS

EXHIBIT A SITE PLAN OF RESTRICTED RUNWAY 8-26



DATE: APR 30, 2017
SHEET: 2 OF 12 SHEETS

NO.	REVISIONS	BY	DATE

CITY OF MADERA
STATE OF CALIFORNIA

MADERA MUNICIPAL AIRPORT

AIRPORT LAYOUT PLAN

CALIFORNIA

Rehner W. Brandley
CONSULTING AIRPORT ENGINEER

1020 1/2 Hwy 99, Suite 200 • Livermore, California 94551 • (925) 932-1070

APPROVED: *[Signature]* DATE: _____
DAVID RANGALL - PUBLIC WORKS OPERATIONS DIRECTOR

EXHIBIT B
ACCESS ROUTE TO EVENT LOCATION

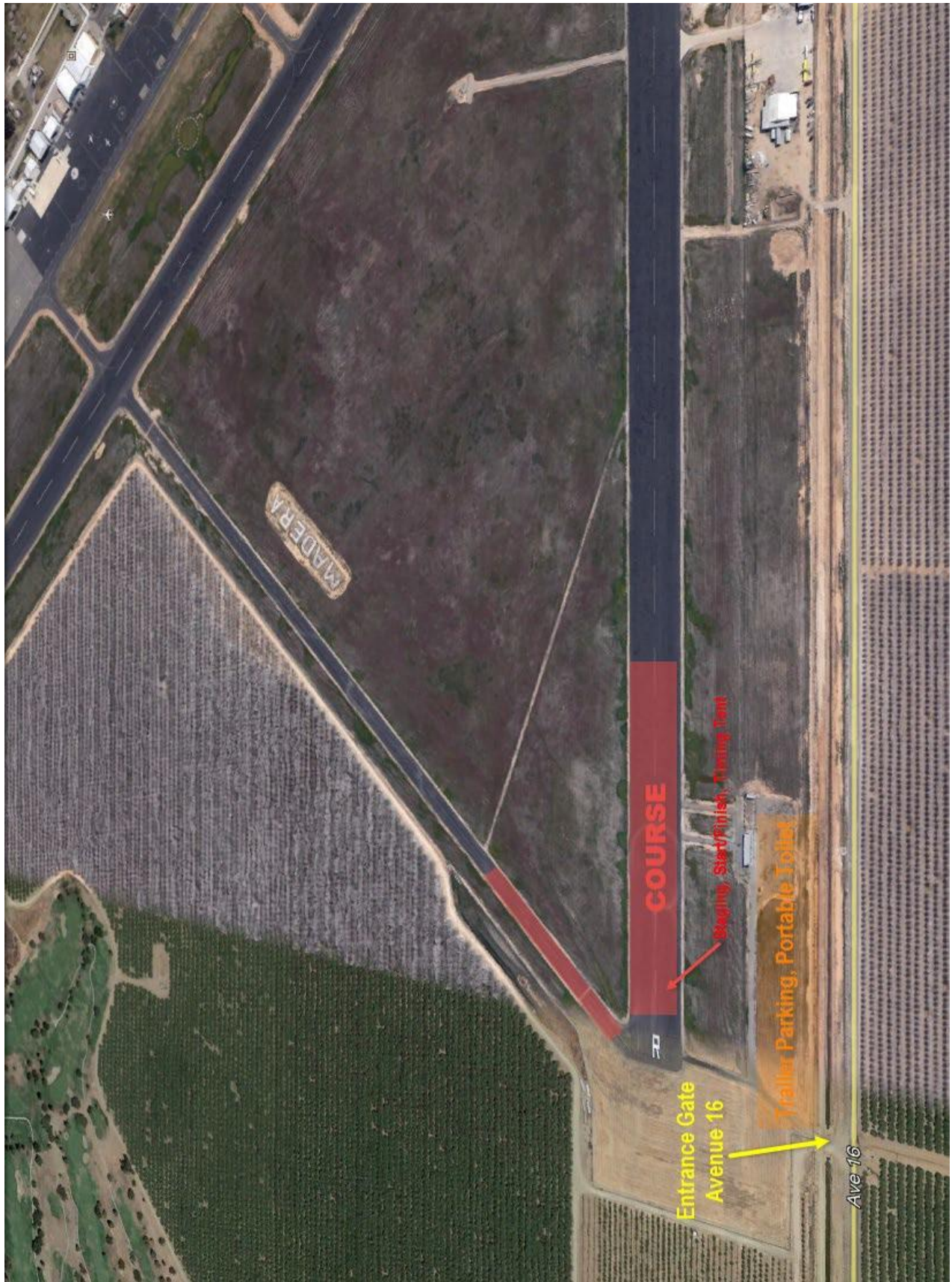


EXHIBIT C
FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall 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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the City of Madera shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Madera shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Madera or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Madera reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The City of Madera reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Madera and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Madera, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Madera Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Madera Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

**EXHIBIT D
MADERA MUNICIPAL AIRPORT
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Description and Location of Scheduled Event

Date Release Signed

IN CONSIDERATION OF BEING PERMITTED TO compete, drive a motor vehicle, spectate, officiate, observe, work, or PARTICIPATE in any way IN THE ABOVE EVENT(S) OR BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY

RESTRICTED AREA (defined as requiring special authorization, credentials, or permission to enter, or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, FOR HIMSELF OR HERSELF, HIS OR HER PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN:

1. ACKNOWLEDGES, AGREES AND REPRESENTS THAT HE OR SHE HAS OR WILL immediately upon entering any such Restricted Area, and will continuously thereafter, INSPECT THE RESTRICTED AREA which he or she enters, and he or she further agrees and warrants that, IF AT ANY TIME, he or she is in or about the Restricted Areas and HE OR SHE FEELS ANYTHING TO BE UNSAFE, HE OR SHE WILL IMMEDIATELY ADVISE THE OFFICIALS OF SUCH and if necessary will leave the Restricted Area AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. HEREBY RELEASES, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the CITY OF MADERA and the Madera Municipal Airport, PORSCHE CLUB OF AMERICA, the promoters, participants racing associations, sanctioning organizations, or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their councils, directors, officers, agents, employees, and volunteers all for the purposes HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT-OF-KIN FOR ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or RELATED TO THE UNDERSIGNED'S INJURY OR DEATH WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK, KNOWN AND UNKNOWN, OF

BODILY INJURY, PERMANENT DISABILITY, arising out of or related to the Event(s), INCLUDING MEDICAL OR HOSPITAL BILLS, DEATH OR PROPERTY DAMAGE arising out of or related to the Event(s) whether CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, ALSO EXPRESSLY ACKNOWLEDGES THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE

OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

CAUTION
THIS IS A RELEASE OF LEGAL RIGHTS – READ & UNDERSTAND BEFORE SIGNING

ALL SECTIONS MUST BE COMPLETED

PRINT NAME HERE
etc.]

SIGN NAME HERE

CAPACITY [driver, pit crew, spectator,
etc.]

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
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16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____

Signature and Title of Witness

Address of Witness

Date Signature(s) witnessed

EXHIBIT E

Insurance Requirements for Porsche Club of America Special Event

At the Madera Municipal Airport

Without limiting Permittee's indemnification of City, and prior to commencement of occupation of the site for special event purposes, Permittee shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all SubPermittees and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Permittee shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. All General Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be named as additional insureds under such policies and shall be at least as broad as CG 20 10. All General Liability policies shall also be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Permittee arising out of or in connection with activities to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Permittee shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the activities hereunder by Permittee, his agents, representatives, employees, subPermittees or subconsultants as specified in this Agreement.

Proof of Insurance

Permittee shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of activities. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Permittee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Permittee hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or sub Permittees.

Enforcement of Contract Provisions (non estoppel)

Permittee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Permittee of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in these requirements are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Permittee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Permittee.

Notice of Cancellation

Permittee agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible.

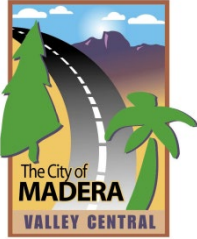
Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Permittee shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Permittee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance


Permittee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Activities.



REPORT TO CITY COUNCIL

Approved by: 

Daniel Foss, Interim Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: B-6

SUBJECT:

Consideration of a Resolution Approving an Agreement with Tech Master Pest Management for Pest Control Services for 38 facilities.

RECOMMENDATION:

Adopt a Resolution Approving the Agreement with Tech Master Pest Management for Pest Control Services

SUMMARY:

The City currently has a month-to-month and as-needed agreement for pest control services. The City identified a need for these services and RFP No. 201920-11 was published and responses were received. Those responses were evaluated, and the above referenced recommendation was formulated.

DISCUSSION:

The City's previous pest control service provider Tamarack, which is now Orkin, contract has expired and the service provider who is currently on a month to month basis agreement did not bid at this time. Therefore, in March 2020, the City went out to public bid for the purpose of establishing an agreement to provide pest control services at various City locations. Vendors were allowed the opportunity to visit all sites and were advised of any specific requirements or restrictions for the various sites listed in the RFP.

Three vendors responded to the RFP. They are listed on Table 1.

Table 1: Vendor Price Per Year	
Tech Master Pest Management	\$10,190.00
Rid-X	\$24,720.00
Pest Master Service	\$44,615.73

It is staff's recommendation that the award be made to the lowest bidder, Tech Master Pest Management. Tech Master is a locally owned and operated business who received the RFP as part of our direct mail campaign to encourage local vendor participation. They have provided services to the City in the past on an as-needed basis and meet all of the requirements to provide this service to the City.

FINANCIAL IMPACT:

This agreement will be financed by money set aside for this purpose in various individual departmental budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this agreement is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

ALTERNATIVES:

If Council elects to not adopt this Resolution, the Agreement with Tech Master Pest Management will not be executed. Regardless, the City will be in need of pest control services and would prepare and distribute a new RFP for Pest Control services and bring the responses to Council for consideration at a future date.

ATTACHMENTS:

1. Resolution – Approving an Agreement
 - a. Exhibit 1 – Pest Control Services Agreement
 - i. Exhibit A – Scope of Services
 - ii. Exhibit B – Insurance Requirements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH TECH MASTER PEST MANAGEMENT FOR PEST CONTROL SERVICES

WHEREAS, the City has a need to secure Pest Control services from a qualified professional; and

WHEREAS, the City of Madera (City) issued a Request for Proposals (RFP) for Pest Control Services; and

WHEREAS, the City received three proposals in response to the RFP; and

WHEREAS, Tech Master Pest Management, has been identified as a firm having the necessary experience and qualifications to provide services under this Pest Control Services Agreement; and

WHEREAS, an agreement has been prepared between the City of Madera and Tech Master Pest Management, for Pest Control services that is in the best interests of both parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Agreement with Tech Master Pest Management, which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit 1

CITY OF MADERA PEST CONTROL SERVICES

THIS AGREEMENT made and entered into on May 20, 2020, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and TECH. MASTER PEST MANAGEMENT hereinafter called "Service Provider";

RECITALS

- A. The City is in need of Pest Control Services and the City has issued a Request for Proposals (RFP) for Pest Control Services.
- B. City requires a Pest Control Services Agreement from a qualified professional service provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide services under this Pest Control Services Agreement.
- D. Service Provider represents and warrants that it is qualified to perform the Services required by the City as set forth under this Agreement; and
- E. After conducting an RFP process for Pest Control Services and after review and consideration, City desires to retain Service Provider to provide said services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby contracts with Service Provider to provide Pest Control Services, herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on May 21st, 2020.
2. Obligations, duties and responsibilities of Service Provider. It shall

be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the minimum service requirements as listed below:

2.1. Scope of Maintenance Services. Service Provider shall perform to the satisfaction of the City the services described in “Scope of Services” set forth in Exhibit A attached hereto and incorporated by reference herein.

3. Service Provider’s fees and compensation: amount, how and when payable.

3.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Pest Control Services Agreement and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the “Fee” to be paid as hereinafter set forth.

3.2 Monthly Billings. Service Provider shall furnish City with itemized monthly billings for all services rendered under this Agreement and such payments shall be due and payable by City to Service Provider with thirty (30) days after presentation of approved invoices to City.

a. Cost Schedule

Facility	Cleaning Frequency	Total Monthly Cost	Total Annual Cost
City Hall 205 W. 4th St. Madera	Monthly	\$45	\$540
Public Works 1030 S. Gateway Dr. Madera	Monthly	\$75	\$900
John Wells Youth Center 701 E. 5th Street	Monthly	\$50	\$600
Police Department 330 South C Street	Monthly	\$40	\$480

Intermodal 123 North E Street	Monthly	\$35	\$420
Frank Bergon Senior Center 238 S. "D" St.	Bi-Monthly	\$60	\$720
Pan American Community Center 703 E. Sherwood	Monthly	\$45	\$540
Mexican American Center 716 Columbia	Monthly	\$35	\$420
Millview Community Center 1901 Clinton	Monthly	\$35	\$420
Engineering Office 205 W .4th Street	Monthly	\$25	\$300
Rotary Youth Hut 113 S. Q Street	Monthly	\$35	\$420
Wastewater Treatment Plant 13048 Road 21 1/2	Monthly	\$45	\$540
Station #56 317 N. Lake Street	Monthly	\$35	\$420
Station #57 200 S. Schnoor Street	Monthly	\$35	\$420
Madera Municipal Airport 4020 Aviation Drive	Monthly	\$35	\$420

Skate Park (In Rotary Park) 930 N. Gateway Drive	Monthly	\$35	\$420
Centennial Park Pool 221 Flume Street	Monthly	\$35	\$420
Millview Park 1924-1998 Storey Road	Monthly	\$35	\$420
Town & Country Park 2300 Howard Road	Monthly	\$35	\$420
Well Sites (19 Sites)	Semi-Annual (rotating schedule)	\$475	\$950
Well Sites (19 Sites)	As needed in addition to semi-annual schedule	\$25 each	
Total for all Facilities		\$770	\$10,190

4. Term of Agreement. This Agreement shall be effective on May 20, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through May 20, 2021, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in Section 8 of this Agreement. The City Council delegates to the City Manager the authority to extend the Agreement as provided in this Section. Any extension shall be documented in writing as an Amendment to Agreement signed by both parties.

5. Hold Harmless and Insurance Requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City. Service Provider acknowledges and agrees that at all times, Service Provider or any agent or employee of Service Provider shall be deemed at

all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Service Provider, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Service Provider or any agent or employee of Service Provider shall not have employee status with City, not be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Service Provider or any agent or employee of Service Provider is liable for the acts and omissions of itself, its employees, and its agents. Service Provider shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Service Provider's performing services and work, or any agent or employee of Service Provider providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Service Provider or any agent or employee of Service Provider. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Service Provider's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Service Provider performs work under this Agreement

5.2 Indemnification and Waivers. Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.3 Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera. A copy of the City's requirements for such insurance coverage is attached hereto as Exhibit "B"

6. Attorney's Fees/Venue. In the event that any action is brought to

enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination.

8.1 This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Service Provider shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

8.2 City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

- a. An illegal use of funds by Service Provider;
- b. A failure by Service Provider to comply with any material term of this Agreement;
- c. A substantially incorrect or incomplete report submitted by Service Provider to City.

In no event shall any payment by City or acceptance by Service Provider constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Service Provider the repayment to City of any funds disbursed to Service Provider under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

All notices shall be mailed to the City:

City of Madera
Public Works – Electrical/Facilities Operations Mgr.
1030 South Gateway Drive
Madera, CA 93637

To Service Provider:

Tech. Master Pest Management
926 Perkins Avenue
Madera, CA 93637

9. Compliance with Laws. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are specifically incorporated by reference into this Agreement.

9.2 Conflict of Interest. By executing this Agreement, Service Provider certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3. Proprietary Information. In the performance of Services, Service Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Service Provider, such information must be held by Service Provider in confidence and used only in performing the Agreement. Service Provider shall exercise the same standard of care to protect such information as a reasonably prudent Service Provider would use to protect its own proprietary or confidential information.

9.4. Nondiscrimination Requirements. Service Provider shall comply with all state and federal laws in the administration and performance of this Agreement.

9.5. Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Service Provider to remove from, City facilities personnel of any Service Provider or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling,

offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6. Public Records Act. Service Provider acknowledges that this Agreement and all records related to its formation, Service Provider's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

10. Notices. All notices and communications from the Service Provider shall be to City's Streets Operations Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated above.

11. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

12. Entire Agreement. This Agreement including the attachments and exhibits supersedes all prior negotiations, representations or agreements either oral or written with respect to the subject matter herein.

13. Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Madera.

14. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

15. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

16. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed,

or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

17. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

18. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

BY: _____
Mark Duarte, Tech. Master
Pest Management

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney

Exhibit A

Scope of Services

Service Provider to provide an environment, free from, but not limited to, the following pests:

1. Spiders, cockroaches and beetles
2. Crickets, and other hoppers
3. Ants (all species) earwigs, sow bugs, silverfish and other crawling insects
4. Fleas and other biting insects
5. Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories.
6. Moths and other flying pests.
7. Weevils and other food pests.
8. Mice, rats and other rodents.

The pest control services will be performed in all listed buildings, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls / enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, refuse containers and surrounding storage areas, offices, lavatory and shower areas hallways and lounge areas.

All Service Provider personnel working in or around City facilities will wear distinctive uniform clothing and identification.

The Service Provider must perform a thorough inspection during every service. Following each scheduled service, the Service Provider must submit a written report to the designated individual in the Public Works Dept. listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

Should the scheduled services not be totally effective, or interrupt institutional activities, the Service Provider will be required to provide necessary services at alternate times agreeable to the City facility, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the City.

- A. **PERFORMANCE REQUIREMENTS:** The Service Provider is to use the proper equipment and material to render the services to ensure safety for all human life, livestock and the environment. It is to be clearly understood that the equipment and pesticides used by the Service Provider for this contract are to

be within safe and legal guidelines.

Before an application is made, the Service Provider shall notify the Public Works Department designee of precautionary actions, if any, that may need to be taken. No chemical, substance, or product shall be applied to any City facility or site unless the Safety Data Sheet has been provided to the Public Works Department designee.

Service Provider shall not apply any pesticide product that has not been approved for the use by federal and state regulatory agencies. All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of California.

The Service Provider will be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The Service Provider may not store chemicals or equipment on the facility site at any time.

Pesticide application will be according to need, and not by a routine schedule unless it is part of a regular preventative pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents by inspection at the onset of the program.

B. SPECIAL REQUIREMENTS:

1. Due to security clearance requirements needed at the Police Department facility, the same technician(s) must be assigned for a minimum of one (1) year.
2. Service visits to well sites and water tower locations are to be scheduled in advance with the Public Works Department designee as these sites require Service Provider personnel to be accompanied by City personnel.
3. The material to be used at well sites are to be greater or the equivalent to:
 - a. Masterline Bifenthrin 7.9 Termiticide/Insecticide
 - b. Talstar PL Granular Insecticide

- C. START-UP:** The contract vendor shall be extended a 60-day grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, the facility will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Service Provider sufficient time to start

and thoroughly service all locations. The grace period will begin with the contract start date and continue for sixty (60) consecutive days.

If, within the sixty (60) day grace period, the pest control problem is determined to be on the increase and shows no improvement, the City reserves the right to terminate the grace period.

- D. EXTRA WORK: Service Provider shall, from time-to-time, be required to perform Extra Work of varying types. The following, though not inclusive, represents specific types of Extra Work that may be required and the conditions governing performance. Vendor will prepare a written quote for all Extra Work and in all cases of Extra Work, no such work may be performed without prior written authorization from City.
1. Service Provider may be required to eradicate pests and rodents, such as ground squirrels, gophers, moles, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques will be in accordance with all local, state and federal regulations governing the use of such agents or techniques. In no event shall the actions of Service Provider in effecting such eradication result in a danger to humans, domestic animals or plant life. Service Provider will be responsible for any damages that result from a violation of local, state, or federal regulations governing eradication agents or techniques and/or improper or negligent use of such agents or techniques.

Exhibit B

Insurance Requirements for Pest Control Services

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$1,000,000 Commercial General Liability** per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, sudden and accidental pollution and cleanup liability, and products and completed operations liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Such coverage shall include but shall not be limited to sudden and accidental pollution and cleanup liability and any coverage or limits required to meet all state and Federal requirements relating to the transfer of hazardous or contaminated materials in excess of the requirements herein. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Pollution Liability** per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

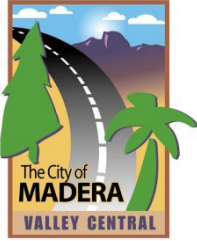
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Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.



REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, Department Director

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: B-7

SUBJECT:

Amendment to the Agreement with Serna Construction Inc. regarding Americans with Disability Act and Lighting Improvements at Centennial Park, Pan American Center and Frank Bergon Center

RECOMMENDATION:

Adopt a Resolution Amending the Agreement with Serna Construction Inc. in the Amount of \$100,000.00 for the Construction of ADA and Lighting Improvements at Centennial Park, Pan American Center and Frank Bergon Center, City Project No. PK-62 & PK-63, CBDG No. B15MC060053, B17MC006053, and B18MC060053 (Report by Keith Helmuth)

SUMMARY:

The City Council (Council), at its November 20, 2019 meeting awarded a contract to Serna Construction Inc. for the Project in the amount of \$268,522 for the Base Bid plus Add Alternate No. 1 under resolution 19-194 consisting of the following:

Base Bid

- Pan American Center – Upgrades includes installation of ADA sidewalk, concrete ADA parking stalls and striping.
- Frank Bergon Center – Upgrades includes installation of ADA sidewalk, concrete ADA parking stalls and striping.
- Centennial Park – Upgrades includes installation of new light poles, LED upgrades throughout the park, and striping improvements.

Bid Alternate No. 1

- Centennial Park – installation of shade structure at the pool area.

Bid Alternate No. 2 (Not Awarded)

- Centennial Park – Removal of existing lights and installation of new LED lights and poles at the pool area.

At the time of award, Bid Alternate No. 2 was not awarded due to funding constraints in the project budget to cover all expenses associated to Add Alternate No. 2 with an anticipated added cost of \$125,000 to the project including construction, project management, inspections, and testing. The project budget deficit was approximately \$92,000 to accommodate the inclusion of Add Alternate No. 2.

After the project was awarded, staff identified additional Community Development Block Grant (CDBG) funds awarded to Parks & Community Services Department (Parks) for ADA improvements at Frank Bergon, Pan American Center, and City Hall in the amount of \$97,966.00 which were eligible expense to supplement the recognized funding deficit. The added funds will not cover ADA improvements at City Hall due to unavailability of funds and was also not included in the Project at the time of bid opening. The additional funds awarded to Parks provides adequate budget for the ADA improvements at the Community Centers, therefore providing adequate budget for the overall project to cover the prior budget deficit for the inclusion of Bid Alternate No. 2 – lighting improvements at the pool area of Centennial Park at the original bid proposal price of \$100,000.00 provided by Serna Construction Inc. Staff has confirmed with Serna Construction Inc. that the original bid price is still valid. It is therefore staff's recommendation to include Bid Alternate No. 2 to Serna Construction Inc. existing contract.

DISCUSSION:

Amendment to the Agreement with Serna Construction Inc.

The amendment to agreement is to include Bid Alternate No. 2 to the contract with Serna Construction Inc. Scope of work for Bid Alternate No. 2 calls for removal of existing light poles, installation of new light poles and LED lights at Centennial Park pool area to meet current lighting standards. The contract increase due to the proposed changes is as shown in Table 1.

Table 1: Contract Summary			
<i>Bid Description</i>	<i>Original Contract</i>	<i>Revised Contract</i>	<i>Notes</i>
Base Bid	\$188,522.00	\$188,522.00	
Add Alternate 1	\$80,000.00	\$80,000.00	
Add Alternate 2	Not Awarded	\$100,000.00	Amendment to include Add Alternate No.2 to the Contract
Total:	\$268,522.00	\$368,552.00	

The inclusion of Add Alternate No. 2 will also represent an increase in Construction Contingencies of up to 15 percent and construction inspection, construction management, third party testing

or consulting services up to 10 percent as approved by the City Engineer. The total anticipated cost as a result of Add Alternate No. 2 will be approximately \$125,000.00. Staff has verified availability of funds to support the added cost. It is therefore staff's recommendation to include Bid Alternate No. 2 resulting in an adjusted contract amount of \$368,522.00 with Serna Construction Inc.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund.

Funding for the project is a conglomeration of various Community Development Block Grant CDBG Projects Nos. B15MC060053, B17MC060053, and B18MC060053 programmed in Capital Improvement Program (CIP) Budget FY 2019/20.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.6: Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

As an alternative, the Council may elect to reject the proposed amendment to the Contract to include Add Alternate No.2 to Serna Construction Inc. Rejection of the Contract amendment will result in the need to advertise the pool lighting component as separate request for proposal. Re-advertising the lighting improvements at the pool area of Centennial Park may result in a higher cost due to mobilization of a new contractor, additional contract administration expenses, and unavailability of funds if new proposal is higher than \$100,000.00.

ATTACHMENTS:

1. Resolution
 - Exhibit 1: Amendment No. 1 to the Agreement
 - Exhibit A: Centennial Park Site Add Alternate 2 Proposal
2. Add Alternate 2 Location Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH SERNA CONSTRUCTION INC. FOR THE CONSTRUCTION OF CENTENNIAL PARK, PAN AMERICAN, AND FRANK BERGON ADA AND LIGHTING IMPROVEMENTS, CITY PROJECT NO. PK-62 & PK-63, CDBG PROJECT NOS. B15MC060053, B17MC060053, AND B18MC060053

WHEREAS, on November 20, 2020 the City Council (Council) adopted Resolution No. 19-194 approving an agreement with Serna Construction Inc. for the Construction of Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK-63, CDBG Project Nos. B15MC060053, B17MC060053, and B18MC060053, hereinafter referred to as “the Project”;and

WHEREAS, Resolution No. 19-194 authorizes Construction Contingencies of up to 15 percent and construction inspection, construction management, third party testing or consulting services up to 10 percent as approved by the City Engineer; and

WHEREAS, the award to Serna under Resolution No. 18-101 did not include Add Alternate No. 2 which was part of the bid due to lack of funding; and

WHEREAS, City staff has identified additional Community Development Block Grant (CDBG) funds awarded to Parks & Community Development Services Department (Parks) in the amount of \$97,966.00 to pay for work under Add Alternate No. 2 ; and

WHEREAS, funding for Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK-63, CDBG Project Nos. B15MC060053, B17MC060053, and B18MC060053 is programmed in the Capital Improvement Projects Budget for Fiscal Year 2019/20; and

WHEREAS, Staff recommends Amending the Agreement with Serna Construction Inc. in the amount of \$100,000.00 for the inclusion of Add Alternate 2 - lighting improvements at the pool area of Centennial Park to the existing contract with Serna Construction Inc.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Council approves the Amendment to the Agreement with Serna Construction Inc. a copy of which is attached hereto as Exhibit 1 and Incorporated by reference.

3. This Resolution is effective immediately upon adoption.

EXHIBIT 1

Amendment No. 1 to the Agreement

EXHIBIT 1

AMENDMENT No. 1 TO THE AGREEMENT WITH SERNA CONSTRUCTION INC. FOR THE CONSTRUCTION OF CENTENNIAL PARK, PAN AMERICAN, AND FRANK BERGON ADA AND LIGHTING IMPROVEMENTS, CITY PROJECT NO. PK-62 & PK-63, CDBG PROJECT NOS. B15MC060053, B17MC060053, AND B18MC060053 IN THE AMOUNT OF \$100,000.00

This Amendment No. 1 to Agreement for the Construction of Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. Pk-62 & Pk-63, CDBG Project Nos. B15mc060053, B17mc060053, and B18mc060053 between the City of Madera ("Owner") and Serna Construction Inc. is made between the City of Madera ("Owner") and Serna Construction ("Contractor") effective May __, 2020.

WITNESSETH

WHEREAS, CITY and Serna Construction Inc. entered into an agreement dated November 20, 2019 for Construction of Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK-63, CDBG Project Nos. B15MC060053, B17MC060053, and B18MC060053, hereinafter called "the Project."

WHEREAS, the parties wish to add the work comprised in Add Alternate No. 2 for the cost of \$100,000.00 to the Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows;

SECTION 1. Section 3 of the Agreement is amended by adding the following language:

3. CONTRACTOR shall submit a Payment Bond and Performance Bond in the Amount of \$368,522.00

SECTION 2. Section 4 of the Agreement is amended by adding the following:

4. The CONTRACTOR agrees to perform all of the WORK for Centennial Park Site Add Alternate 2. CONTACTOR shall be compensated at a Lump Sum Price in accordance with Bid Proposal for Centennial Park Site Add Alternate No.2 which is attached hereto as Exhibit A.

SECTION 3. Except as set forth in this Amendment No.1 all other terms and conditions in the

Agreement shall remain in full force and effect.

EXHIBIT A

Centennial Park Site Add Alternate 2 Proposal

EXHIBIT A

CITY OF MADERA
CENTENNIAL PARK, PAN AMERICAN, AND FRANK BERGON ADA AND LIGHTING IMPROVEMENTS
CDBG PROJECT NOS. B15MC060053, B17MC060053, AND B18MC060053
CITY PROJECT NO. PK-62 & PK-63

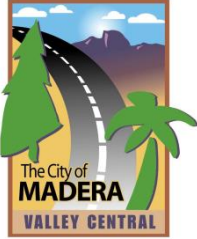
ITEM #	DESCRIPTION	UNIT	Quantity	SERNA CONSTRUCTION, INC.	
				Unit Cost	Cost
CENTENNIAL PARK SITE ADD ALTERNATE 2					
1	Electrical System in Pool Area Only (Includes Upgrades to Existing Post Lights)	LS	1	\$ 100,000.00	\$ 100,000.00
ADD ALTERNATE 2 TOTALS					\$ 100,000.00

ATTACHMENT 2

Add Alternate 2 Map

ADD ALTERNATE NO. 2 LOCATION MAP





REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: B-8

SUBJECT:

Health, Dental, Vision, and Employee Assistance Program Insurance Providers for Fiscal Year 2020/21

RECOMMENDATION:

Staff recommends the City Council (Council) adopt a Minute Order approving the 2020/21 health, dental, vision, and employee assistance program insurance providers and authorize the City Manager to execute any agreements or related documents.

SUMMARY:

The City of Madera offers health benefits to its employees through an IRS Section 125 cafeteria-style plan. The City's Section 125 plan includes health benefits, group life insurance buy-up and accidental death and dismemberment benefits, a medical expense flexible spending account option, and a dependent care flexible spending account option. The health benefits category is further broken down into medical, dental and vision insurance. The City's contribution towards individual employee health insurance is a negotiated item in the various Memorandums of Understanding (MOUs) between the City and bargaining units. All MOUs with the bargaining units state that the City has the right to determine the plan carriers. Employee units have input on plan design.

In addition to standard health benefits as noted above, as a requirement for participation in the Central San Joaquin Risk Management Authority (CSJVRMA), the City provides an Employee Assistance Program (EAP). To date, the City has participated in the EAP plan offered through the CSJVRMA; staff is recommending the City replace the CSJVRMA plan with a plan the City will directly contract for through a local provider.

DISCUSSION:

The City's medical plan consists of a high deductible PPO purchased from a primary carrier with the City self-funding the deductible through what is known as a Wrap Plan (Wrap). The primary carrier processes claims first. If a claim is in-network and applied to the deductible, then the Wrap will pay as secondary payer. This plan structure has proven to be effective at reducing the City's overall cost of health insurance. The primary insurer for the City's medical plan is currently Blue Shield of California (Blue Shield) for the PPO. The Wrap plan is administered by Administrative Solutions, Inc. (ASi) out of Fresno, with funding from the City on deposit in a trust account for claims payment.

In addition to the base medical plan, starting in plan year 2016/17, the City added a Teledoc service to curtail over utilization of Urgent Care and Emergency Room services for basic medical needs, which come at a premium when compared to routine office visits. The Teledoc benefit has been well-received by employees and has been successful in curtailing these high-dollar providers being used for basic medical services. The cost to the City to provide this benefit is \$9.50 per month per employee enrolled. There is no additional premium charged for dependents; the \$9.50 covers the employee and any enrolled dependents. When the service is utilized, the caller is asked where they would have gone to obtain service had they not called Teledoc. Based on this information, it is estimated that the City saved \$47,874 in calendar year 2019 and has saved \$8,532 for the period of January thru February 2020. These are costs that would have been charged to the City-funded Wrap had they not been addressed through telephonic care.

In addition to the medical plan, the City currently offers dental benefits through Ameritas and vision benefits through Superior Vision.

The City's broker obtained quotes for the City's 2020/21 benefit renewal from several providers. The best priced offers were provided by the City's existing providers. Renewal quotes from the City's existing carriers are summarized as follows:

- Blue Shield has offered the City a renewal at a decrease of 8.8 percent compared to current year premiums. This decrease is achieved by increasing the plan deductible and thereby increasing participation in the Wrap layer. This has increased the funding in the Wrap layer, however this is more than offset by the decrease in the primary plan premiums. This is an extremely favorable renewal to the City.
- The proposed cost for the Teledoc service remains at \$9.50 per employee enrolled, per month.
- Ameritas offered the City a dental renewal referred to as a rate pass, meaning no increase in premiums.
- Superior Vision offered the City a two-year rate pass last year, meaning no increase for plan years 2019/20 and 2020/21.

The final benefit contemplated in this report is the EAP. The EAP program provides counseling services to employees as well as services related to work-life balance such as legal advice, financial planning, assistance in locating elder and childcare, and online resources to help individuals find balance in their life and manage their responsibilities. The City is a member of the CSJVRMA, a risk pooling joint powers authority. One of the basic membership requirements of the CSJVMRA is that the City provide an EAP program to its employees. The CSJVRMA has an EAP program that most member-cities participate in. The program is a regional program meant to offer services to all CSJVRMA members from Sonora to Taft. The City has found over time that such a regional benefit is not necessarily a best-fit for providing services to our employees. For this reason, staff asked the City's health broker to obtain quotes for EAP services when they went out for quote on the City's health benefits this year. The broker was able to obtain a quote from Halcyon Behavioral (Halcyon) out of Fresno. The quote from Halcyon offered a base EAP plan that is comparable to the plan design offered by the CSJVRMA, but also offered a wellness benefit add-on. Attachment 1 to this report is a detailed plan offering from Halcyon. In summary, the proposed EAP + Wellness program provides the following benefits:

- 24-hour EAP access
- 6 in-person visits per household member, per year, with additional visits available if needed up to 10 per year
- Unlimited health and emotional fitness coaching
- Unlimited Critical Incident Stress Debriefings
- Unlimited access to web-based eLearning training courses on a variety of topics
- Unlimited access to telephonic and web-based Wellness Coaching, including the following coaching programs:
 - Advanced Physical Activity
 - Personalized Nutrition
 - Sleep Hygiene
 - Prenatal Wellness
 - Financial Fitness
 - Stress Management
 - Tobacco Cessation
 - Weight Management
 - Beginning Physical Activity
 - Heart Health
 - Family Health
- Family, legal, identity theft and financial work/life benefits
- EAP app to access care

The City's primary medical carrier, Blue Shield, has offered the City up to \$10,000 to be used to pay for EAP and wellness benefits. This money will cover the cost of the proposed Halcyon plan. The City averages 240 full time employees, which would equal an annual premium of approximately \$9,800. Any monies not used for the EAP premiums can be used to purchase wellness rewards (i.e. gift cards) to support wellness challenges for City employees.

It is recommended that Council approve renewing services with existing providers for the 2020/21 plan year for medical, dental and vision, and move EAP services to Halcyon Behavioral:

- Blue Shield as primary medical plan provider
- ASi as Administrator for the Wrap Plan
- Call A Doctor Plus as the teledoc provider
- Ameritas Life Insurance Company as the dental provider
- Superior Vision as the vision provider
- Halcyon Behavioral as the EAP+wellness provider

While the current recommendation is to renew the existing plans and model for providing health insurance, it is understood that there is always the need to evaluate options. The City is evaluating participation in a health insurance pool so that more plan design options can be provided to employees. Should this become a viable option, information will be brought back to Council for review and direction.

FINANCIAL IMPACT:

Health plan premiums are paid by employees through payroll deductions. The City's contributions toward health insurance are negotiated with the bargaining units and contained in the applicable MOUs.

The City's primary medical carrier has offered a wellness benefit that will cover the proposed premiums for the Halcyon EAP+wellness benefit.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

The City's health plan year begins on July 1 of each year. Should Council not take action, the existing plans will automatically renew without notice from the City to terminate the plans.

ATTACHMENTS:

1. Halcyon Behavioral EAP+wellness proposal



Halcyon
Behavioral

March 18, 2020

Vic Gunderson
DMIG/Hub International
Via email

RE: Employee Assistance and Wellness Program for **the City of Madera**

Dear Vic,

Attached please find an EAP with optional Wellness (Total Well-being EAP) proposal for the **City of Madera**. As outlined in our proposal, key points include:

- Around the clock access to EAP
- 3 visits per household member per six months (6 total visits per year)
- Unlimited health coaching
- Unlimited CISDs (Critical Incident Stress Debriefings)
- Unlimited access to web-based eLearning training courses on a variety of topics with the ability to have employees print certificates of completion
- Unlimited access to web-based Wellness portal, fitness trackers, competitions and smoking cessation
- Robust promotional schedule
- Face to Face meetings and attendance at open enrollment / health fairs, as needed
- Family, legal, identity theft and financial work life-benefits
- Tailored EAP and work-life website
- EAP app available to access care
- A proposed rate of \$1.92 (EAP Only) or \$3.42 (EAP + Wellness) Per Employee Per Month (PEPM) with a three-year rate guarantee. Beyond the first three visits, Halcyon proposes the City of Madera provides up to 10 visits self-funded at a rate of \$100 per visit (paid to Halcyon Behavioral). Halcyon may also provide Bio-metric screenings at an additional cost. Detailed pricing provided upon request.

We truly appreciate the opportunity to submit this proposal for consideration. We are committed to working with the DMIG/Hub team and the **City of Madera** to ensure that members enjoy a generous employee assistance and wellness program. Please contact either me at 559.400.6212 to discuss any aspect of this proposal.

Sincerely,

Keely Coyle
Account Executive
Halcyon Behavioral

EMPLOYEE ASSISTANCE AND WELLNESS PROGRAM PROPOSAL FOR:

CITY OF MADERA

MARCH 18, 2020



Halcyon
Behavioral

EMAIL: HELLO@HALCYONBEHAVIORAL.COM

WEB: HALCYONBEHAVIORAL.COM



COMPANY FACTS

Name: Halcyon Behavioral

Office: 1080 West Shaw Avenue, Suite 105
Fresno, CA 93711 424 Clay Street
San Francisco, CA 94111

Office Phone: (855) HBI-4HLP
Triage/Referral Phone: (888) HAL-4800

Web: hello@halcyonbehavioral.com
halcyonbehavioral.com

hal.cy.on

Adjective: Denoting an idyllically happy and peaceful period of time.

Synonyms: quiet-calm-tranquil-peaceful-untroubled

ABOUT HALCYON BEHAVIORAL

Halcyon Behavioral helps organizations improve productivity and decrease costs through an integrated suite of behavioral health and wellness programs. Halcyon offers a wide array of innovative services to corporate clients including:

- **Employee Assistance Programs:** We offer solution-focused employee assistance and work-life programs through Halcyon EAP. We help our members confidentially manage personal problems that may affect job performance, while helping employers address employee emotional issues before they manifest into disruptions in the workplace.
- **Health & Wellness Programs:** Our wellness programs help clients get healthier through health assessments, targeted intervention, proactive health coaching and engaging wellness-related competitions and challenges.
- **Behavioral Health Programs:** We provide complete mental health and substance abuse (MHSA) benefits to self-insured organizations through Halcyon Behavioral. Through a confidential and comprehensive telephonic assessment, each member's needs are immediately triaged and referrals to medically appropriate care are provided.



Mission Statement:

At Halcyon, our mission is to provide personalized, high quality behavioral health care and related services, with a focus on outcomes, transparency, and accountability.

Executive Summary

No organization is immune to the human and financial costs of workplace and personal troubles that adversely affect an employee's productivity. Today, over 88% of U.S. companies are taking steps to increase their productivity and manage their health care costs by providing employees and family members with access to Employee Assistance and Corporate Wellness Programs. Halcyon's Employee Assistance and Wellness Program (EAWP) was created to provide behavioral, legal and financial support to employees while encouraging them to make better lifestyle choices to improve their health and well-being through health coaching, incentives and a wealth of other resources.

To maximize the effectiveness of these benefits, the Employee Assistance and Wellness Program needs to be a core component of a company's population health management strategy. Unfortunately, when it comes to the topic of population health, they are often left out of the conversation. This is problematic for several reasons:

- Productivity costs, which are directly addressed by an effective EAP, cost U.S. companies four times as much as direct medical costs.
- The EAP's fundamental knowledge of the workplace and workplace concerns is greater than any other benefit.
- Today, about three-fourths of 'high performing' companies measure employee health status as a key part of their overall risk management strategy¹, and even more have an active wellness initiative.
- Companies with active EAPs report: lower levels of employee stress, anxiety, dissatisfaction, and turnover; higher levels of fair compensation; more meaningful work; and higher levels of engagement from employees.

Halcyon offers clients an integrated behavioral and wellness strategy that provides program participants with a service that is most appropriate for their lifestyle and/or condition and that suits the unique needs, goals and budget of the organization. The end result is happier, more productive employees and an improvement in the overall health and wellbeing of the organization.

Key Features and Differentiators of Halcyon’s Employee Assistance and Wellness Program

A “Total Well-Being” Approach

Halcyon recognizes the benefits of an integrated and holistic approach to achieve optimal health. Our program provides participants with the tools, resources, motivation and one-on-one instruction necessary to achieve the perfect balance of physical, financial and mental well-being. Our Triage Clinicians and Health Educators work from the same clinical platform and are cross-trained to identify and refer members with comorbid physical and/or behavioral health concerns into the most appropriate programs.

Scalable Plan Design Options

The program is designed to grow as the culture, needs and goals of each employer change. An integrated EAP and Core Wellness offering is ideal for organizations that are beginning their wellness journey or for clients that are seeking a scalable solution that can function as the foundation of a larger wellness initiative. As needs change, additional Halcyon services are available to provide a more robust solution, driving engagement through activity-based and outcomes-based incentive programs.

Proactive Focus

The goal of our promotional calendar is to aggressively promote the services available and drive engagement to improve the health and wellbeing of the members and organization.

Technology-Enabled Services

Halcyon members can access short term counseling and health coaching using the eConnect® telehealth platform. eConnect® offers scheduled video and web chat coaching to program participants, in addition to the traditional telephonic and on-site components included in the program.





Halcyon

EAP

HALCYON EAP

The EAP is accessible to members 24 hours a day, every day of the year, via a dedicated toll-free telephone number. All calls are answered directly by a licensed and experienced EAP clinician, also known as a ‘Case Manager’. The process for using the EAP can be broken down into **four stages**: clinical assessment, referral and provider education, face-to-face counseling, and follow-up.

Comprehensive Clinical Assessment

Every call into Halcyon EAP is answered live by one of our licensed and experienced behavioral health Case Managers. Our Case Managers conduct a thorough psychosocial evaluation to determine the caller’s presenting problem, underlying or secondary problem and problem acuity (severity). This typically takes twenty to thirty minutes.

If a member calls with an acute mental health or substance abuse concern that is not appropriate for short-term therapy within the EAP, the Case Manager will work with the member to locate an appropriate resource within the MHP benefit or group health plan.

Halcyon EAP understands the importance of culturally-sensitive programming. To address the needs of non-English speaking members, Halcyon EAP staffs bi-lingual (Spanish-speaking) Case Managers around-the-clock. For languages other than Spanish, we utilize a translation service with capabilities in over 140 languages.

Case Manager Qualifications

Halcyon EAP Case Managers have a master or doctorate degree in behavioral health, an average of fifteen years of EAP and behavioral health experience, and an independent license to practice.

Referral and Provider Education

For conditions that are appropriate for short-term therapy within the Halcyon EAP, the Case Manager will refer the member to a contracted provider. This provider will have the clinical specialty needed to address the member’s condition, and who is located near the member’s home or office. Once the member receives the referral information, the Case Manager contacts the provider to review the referral, and identify additional resources available to the member, such as work-life benefits, a wellness program or other benefit.

Face-to-Face Counseling

Halcyon EAP provides face-to-face clinical services through an organically-developed network of approximately 18,000 behavioral health clinicians located throughout the country. Each contracted clinician in our network must meet stringent credentialing requirements and maintain high member satisfaction ratings.

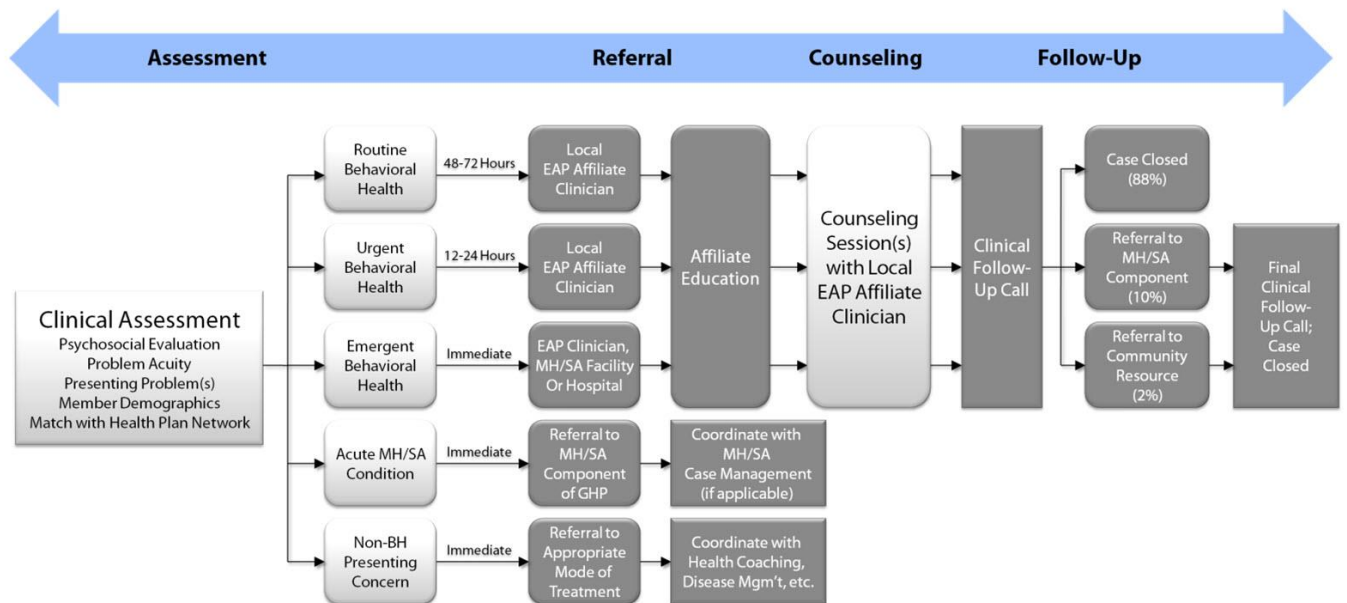
Clinical Follow-Up

Halcyon EAP practices “true” case management by following up with both the member and the provider after counseling sessions. Although this follow-up usually leads to case closure and resolution, sometimes a referral to the medical plan or a community-based resource may be in order. Under the latter two circumstances, the EAP Case Manager follows up with the member a second time to ensure they received the proper guidance from the post-EAP referral.

Case Resolution

Approximately 88% of all cases are resolved within the framework of the EAP.

EAP Care Path



EAP WORK-LIFE BENEFITS

The work-life benefits available through Halcyon EAP enable employees and their family members to deal with life's daily challenges. For each of the following work-life components, Halcyon EAP provides a comprehensive library of supporting educational materials, which are available in both English and Spanish. These materials can be provided to members in hardcopy form or electronically, on the Halcyon EAP website.

Advantages of Halcyon EAP's Work-Life Benefits

12-Hour Turnaround for Routine Cases (*Industry Standard is 48 Hours*)

6-Hour Turnaround for Urgent Cases

Legal Assist with Integrated ID Recovery

Halcyon EAP Legal Assist provides client companies with a cost-effective way to help employees who have legal concerns. The following components are included in the Legal Assist program:

- **Unlimited Access:** Members can access the service an unlimited number of times for unique issues.
- **Free Telephonic Advice:** Provides members with unlimited, immediate, free telephonic legal advice with an experienced private practice attorney from the caller's home state.
- **Free In-Person Consultation:** Members have access to a free 30-minute consultation with one of over 20,000 attorneys across the country.
- **ID Recovery:** Provides members with telephonic access to an identity recovery professional who will help them assess their situation and create an immediate action plan.

Financial Assist

Halcyon EAP Financial Assist provides employees and their family members with access to top rated financial professionals when needs arise. That way, they can concentrate on their job, not their financial concerns. Halcyon EAP financial counselors and educators are available for telephonic consultation Monday through Saturday. The following services are included in the program:

- **Financial Information Line:** Financial counselors can address questions regarding financial management, including debt reduction, home buying, budgeting, foreclosure prevention and bankruptcy prevention. In addition, Certified Financial Planners are available to answer questions about financial planning and long-term goal-setting.
- **Debt Management Plans:** Members can learn how to work with creditors to build repayment plans for unsecured debt.
- **Bankruptcy Prevention:** Specialists ensure that members understand the ramifications of bankruptcy filing and help them determine which other options are more appropriate.
- **Credit Report Review:** Credit reports and scores are provided to the employee for \$10 per report.
- **Housing Education:** Financial Assist counselors help members in preparing for a home purchase, or options around keeping their home in times of financial distress.

Family Assist: Resource & Referral Services

Halcyon EAP offers an industry-leading array of resource and referral services that provide client members with the support and guidance they need to stay on the job and productive. Halcyon EAP Family Assist services utilize a team of experts who offer information and referrals (within 12 business hours) in areas such as:

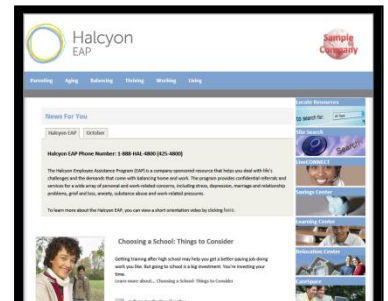
- Child care
- Adoption
- Elder care
- Education
- Pet care
- Automotive repair
- Home maintenance
- Personal convenience services

WEB-BASED SERVICES

Our website acts as an excellent complement to the program’s telephonic and in-person services; and can be customized with the client’s logo and links to the organization’s other benefits providers, intranet, and events. The site contains an array of information, articles, resource search engines, audio and video files, “how-to” guides, and online seminars.

Web-Based Services Members: The content of the site is divided into these core areas:

- **Parenting:** topics related to child care and parenting
- **Aging:** topics related to older adults and elder caregiving
- **Balancing:** topics related to family, relationships, and personal growth
- **Thriving:** topics related to healthful living for all ages
- **Working:** topics related to career development and workplace issues
- **Living:** topics related to everyday life and convenience



In addition, the following features can be found within the aforementioned core areas:

- **Free Monthly Topical Webinars**
- **‘Self-Search’ Locators** – Resources for local child care providers, elder care services, adoption, education, pet sitting, private and public colleges, volunteer opportunities, and attorneys.
- **‘eLearning Skill Builders’** – These 20-minute online training modules give the user proficiency in a variety subjects,
- **University Search** – Search for the ‘Right’ college, scholarships, etc.
- **Health & Wellness** – Everything from WebMD to tip sheets to personal assessment tests
- **‘Ready Docs’** – Fill-in-the-Blank forms to assist participants with activities, such as: writing a will; buying or selling a house or car, family finances, bills of sale, general releases, etc.

Web-Based Services for Supervisors and Human Resource Personnel: In addition to providing an industry leading EAP and work-life website to client employees, Halcyon EAP also provides a wide array of web-based resources to supervisors and human resource personnel including:

- **Supervisor Tool Kit** – This site contains Halcyon EAP’s Handbook for Supervisors, copies of bilingual wallet cards, EAP newsletters, monthly/quarterly promotional posters, brochures and FAQ’s, over 100 topic-specific tip sheets and the Supervisor Training Module.
- **Supervisor Training Module** – This 15-minute training course teaches supervisors about the EAP program. It also contains a post-module proficiency quiz, which can be reported to client’s who want to mandate that their supervisors complete the course.

PROGRAM FEATURES

The Halcyon EAP provides a number of features that address issues on an organizational level including:

- **Management Consultations:** provide expert guidance and support for managing difficult workplace situations and providing assistance to employees in need. These confidential one-on-one discussions with client supervisors can address work performance, attendance issues, workplace violence, substance abuse, mental illness and many other employee-related topics. Halcyon EAP will provide an objective and professional assessment with experience-based recommendations for change.
- **Critical Incident Stress Management (CISM):** services are offered to Halcyon EAP's clients following incidents such as workplace violence, robbery, a natural disaster, suicide or a workplace accident which can leave employees shocked, distracted and unable to perform their job effectively. When these instances occur, employees who participate in worksite debriefings recover and return to work more rapidly than those who do not. The debriefings provide affected employees with:
 - a safe environment to normalize their emotional responses to the event,
 - hastens an organizational return to productivity,
 - enhances the employees' overall adjustment at work and at home.

Our fast response and thorough follow-up ensures that debriefings are effective in reducing worksite disruption and meeting each organization's needs. Halcyon EAP also works with a nationwide team of experts to advise and debrief on critical incidents of all types.

- **Drug-Free Workplace Consultation:** give employers guidance on how to develop comprehensive programs from experienced and licensed behavioral health professionals who understand the Department of Labor's definition of a drug-free workplace. Effective workplace policies can reduce worker's compensation claims, high insurance claims, turnovers, and identify high risk employees through early intervention before they become serious liabilities to the company.
- **Quality Assurance:** Halcyon Behavioral Inc. is committed to the highest quality of professional service and ethical standards in its delivery of Employee Assistance Programs and Managed Behavioral Healthcare services. Consistent with this philosophy, we have established a structured set of Quality Assurance (QA) metrics, which guide the delivery of the benefit and include quantitative measurement and analysis of a variety of clinical care and service components.

ADDITIONAL CORPORATE TRAINING SERVICE OPTIONS

To enhance a client's organizational development strategy, we can provide customized workshops and training modules designed to make a client's staff and supervisors more effective. These modules are divided into two broad categories:

- **Topical Training:** Halcyon EAP's topical training modules allow clients to use HBI as their own private organizational development resource. All modules are 50 minutes in length and will be customized to meet the client's training objectives.
- **Benefit Training:** Through benefit training, Halcyon EAP will provide a client's staff and supervisors with the tools and knowledge to utilize the EAP program most effectively.

Most Popular Topical Training Modules

Drug-Free Workplace
Stress Management
Conflict Resolution
Workplace Diversity
Team Building
Time Management

Plus 20 Additional Topics

All sessions include interactive exercises, audience participation and post-session proficiency testing. These modules can be delivered in-person, via webcast or through the web-based EAP Training System platform.

PROGRAM PROMOTION

Halcyon EAP provides clients with a variety of organically-developed communication materials aimed at driving awareness of the EAP program throughout the organization. We will develop a culturally-sensitive promotional plan that is tailored to the unique needs of the company. The following is a sample list of promotional vehicles that have proven to be successful at increasing the visibility of this benefit:

- Introductory Letters
- EAP Brochures
- Wallet Cards
- Supervisor and Employee Newsletters
- Worksite Posters
- Web/Email Blasts
- Customizable EAP and Work-Life Website

Once the program is underway, a variety of posters, quarterly employee and supervisor newsletters, eBlasts and ad hoc promotions are provided to EAP clients. Halcyon EAP also welcomes any opportunity to promote utilization through our attendance at events including health fairs, wellness seminars or any organizational events that the client determines to be a promotional opportunity.



Halcyon
Health & Wellness



HALCYON WELLNESS: CORE PLAN

The Halcyon Health and Wellness Core plan is a turnkey solution that can function as the foundation of an impactful wellness program, or serve as a scalable entry-point into a multi-year wellness initiative. The model is ideal for organizations that are beginning their wellness journey or for clients that are seeking a scalable solution that can function as the foundation of a larger wellness initiative.

The Core plan design option includes four key components:

- Unlimited Health Coaching
- Customizable Wellness Portal
- Team/Individual Competition Platform
- Year-Round Health Promotion

Unlimited Health Coaching

Health coaching through Halcyon Health & Wellness is based on a holistic, mind-body approach that views good health as a balance of physical, financial and mental well-being. Halcyon provides wellness program participants with the tools, resources, motivation and one-on-one instruction necessary to achieve their health and wellness goals.

Total Health Approach

Halcyon Health & Wellness' holistic approach to coaching combines resources from multiple disciplines to address a wide array of health and well-being concerns. Participants have access to master-degree health educators, licensed behavioral health clinicians and financial advisors through one integrated platform.

Delivery

Halcyon Health & Wellness provides personalized coaching through multiple channels: telephonic; in-person; email; web chat; text and video. For web chat and video consultation, Halcyon offers scheduled sessions via the proprietary eConnect® platform. Coaching is available in both English and Spanish.

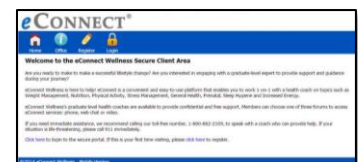
Industry Leading Health Coaching

Our health educators have a master's degree in a health-related field, an average of ten years' experience, and are certified by both the Wellness Council of America (as a Certified Health Coach) and the American Lung Association (as a Tobacco Cessation Facilitator).

Coaching Process

Using the principles of stage-based behavior change, motivational interviewing and Positive Psychology, the Halcyon Health & Wellness coaching model meets participants where they are in their readiness to change. The Halcyon Health & Wellness coaching process includes:

- Using a member-centric problem-solving approach that identifies a participant's readiness to change;
- Helping participants maintain active engagement in the coaching process;
- Developing a personalized plan of action;
- Tracking goal achievement and success;
- Creating SMART (specific, measurable, attainable, relevant and time specific) goals and activities;
- Providing timely and relevant health information and education;
- Using Positive Psychology principles to uncover members' strengths and motivations;
- Coordinating referrals to other health management resources, when appropriate.



Coaching Background

All Halcyon Health & Wellness educators have a graduate-level degree in a health-related field and are certified by both the Wellness Council of America (as a Certified Health Coach) and the American Lung Association (as a Tobacco Cessation Facilitator). In addition, all health educators also have education and professional experience in one of more of the following areas:

- Health Promotion
- Certified Personal Training
- Nutrition
- Community Health
- Public Health
- Tobacco Cessation
- Wellness Consulting
- Exercise Physiology
- Prenatal Counseling
- Public Health Policy

Coaching Programs

UFIT ADVANCED PHYSICAL ACTIVITY	UBREATHE TOBACCO CESSATION
UFUEL PERSONALIZED NUTRITION	UBODY WEIGHT MANAGEMENT
UREST SLEEP HYGIENE	UMOVE BEGINNING PHYSICAL ACTIVITY
UPLUSONE PRENATAL WELLNESS	UBEAT HEART HEALTH
UCENTS FINANCIAL FITNESS	U&YOURS FAMILY HEALTH
UBALANCE STRESS MANAGEMENT	

Participants may work with a Halcyon Health & Wellness health educator on one or more of the programs from the 'U' suite (above). Additional coaching programs are available for clinical education including blood pressure management, cholesterol management and diabetes education.

Halcyon Health & Wellness Coaching Results

81% of coaching participants met their personal health goal

- 98% of participants who met their personal health goal are confident they can maintain healthy habits on their own.
- 99% of coaching participants are satisfied with their coaching experience
- 65% of UBreathe participants quit tobacco use; 35% remain quit after 12 months.

Client Services and Health Promotion

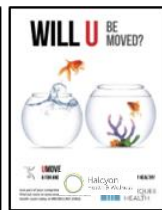
Halcyon's team of consultants and client services professionals serve as an extension of the City of Madera human resources or benefits team, providing wellness-related promotion and communication with the goal of driving maximum awareness to the wellness program. City of Madera will have a dedicated wellness consultant, who will serve as the single point of contact from Halcyon Health & Wellness.

Halcyon will create customized and client-branded promotional materials during implementation and then on an ongoing basis throughout the year. Introductory resources include home mailers, letters/flyers, worksite posters, orientation videos, wallet cards, electronic campaigns and payroll stuffers. On a monthly basis, a client-branded

wellness newsletter is available on the 1st day of each month for all members, supported by a 30-minute topical webinar and poster/flyer. The newsletter, webinar and flyer follow the same wellness theme each month.

Sample Annual Wellness Calendar for City of Madera

	MONTHLY THEME	NEWSLETTER AND WEBINAR	CHALLENGE (SAMPLE)
ROLLOUT	Intro Letters, Posters, Flyers, Brochures, eBlasts		
JAN	S.M.A.R.T. Goal Setting	Meet the Health Coach	
FEB	Heart Smart	Diversity in Health Risks	
MAR	Nutrition 101	Meal Planning: Get Comfortable in the Kitchen	March Madness Activity Challenge
APR	Financial Fitness	Making Sense of your Cents	
MAY	Spring into Action	Positive Psychology: Train Yourself Happy	
JUN	Breathe Easy	Improve Your Environment, Improve Your Breathing	
JUL	Prime Time	Time Management for Healthy Lifestyles	Fruit & Veggie Challenge
AUG	Self Love	Prioritizing Your Health & Wellbeing	
SEP	Back to Basics	Stress Management	
OCT	The Art of Relaxation	Counting Sheep: Improve Your Sleep Habits	
NOV	Mindfulness	Emotional Eating	Maintain, Don't Gain Challenge
DEC	You Are Enough	Optimism During the Holidays	



ROLLOUT

QUARTERLY

MONTHLY

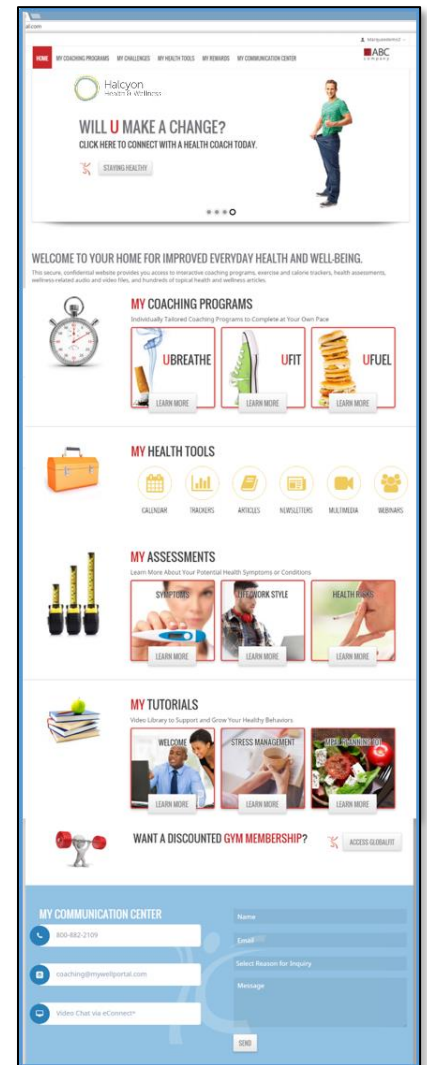
Customizable Wellness Portal

The program's website, which allows for client-level customization and branding, offers a variety of health and wellness resources that keep participants engaged with the program year-round. For many clients, the platform functions as the hub for all health and well-being programs by allowing for connectivity to portals and services offered by the client's other health management benefits.

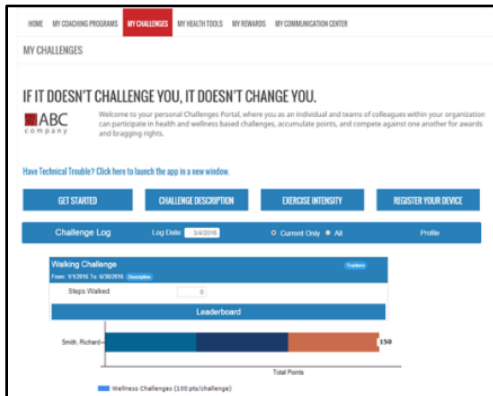
Participants in any risk category can access the following easy-to-use resources to stay on-track and form life-long healthy habits.

- **My Coaching Programs:** Through interactive and structured training programs like UBreathe for tobacco cessation and UFuel for nutrition, participants can complete a six to eight-week module that helps them get healthier from the privacy of their own home. Participation can be tracked and utilized for reporting or incentive purposes.
- **My Health Tools:** This section provides users with access to health-focused eLearning modules, wellness tip sheets, food and exercise logs, interactive videos, recipes, health encyclopedias, and more.
- **My Assessments:** The My Assessments section includes hundreds of health assessments to help participants determine their level of risk and identify key warning signs.
- **My Tutorials:** The My Tutorials section includes short videos on a variety of health topics. Each video includes a short proficiency quiz at the end and is trackable at the individual level for reporting or incentive purposes.
- **Discounted Gym Memberships:** Members have access to discounted membership fees at thousands of participating gyms across the country.
- **My Communications Center:** Participants use this section to connect with a Halcyon Health educator telephonically, via email, or through the program's proprietary eConnect® portal for video or web chat coaching.

Additional sections within the portal can be added based upon features elected by each client, including My Biometrics, My Challenges and My Rewards.



Competition Platform



- Walk This Way (Walking/Steps)

Through the Halcyon Health & Wellness competition platform, members may participate in team or individual challenges designed to engage participants and promote the benefits of healthy living. Clients are able to select from ten team or individual competition templates, including:

- Find Your 30 (Physical Activity)
- Drop 5 (Weight Loss)
- Counting Sheep (Sleep)
- Maintain, Don't Gain (Weight Management)
- Food Swap (Nutrition)

Each competition or challenge includes a promotional toolkit to ease the administration, marketing and access to the competition portal. All activities are tracked online and include a contest leaderboard along with admin tools for reporting and incentive fulfillment. Custom challenges are also available upon client request.

For applicable challenges, the platform integrates with a number of personal tracking devices included Fitbit, Gamin, Apple Health, Google Fit and Fuelband.

Additional Core Features

- Discounted Gym Memberships for Program Participants
- Trend and Utilization Reporting
- Connectivity with Other Health Management Components
- Scheduled Video and Web Chat Consultation via eConnect® Platform

HALCYON EMPLOYEE ASSISTANCE AND WELLNESS PROGRAM: PRICING AND PROGRAM SUMMARY

Client: City of Madera

Program Components:

<p>Short-Term Counseling Model</p> <ul style="list-style-type: none"> Comprehensive Psychosocial Assessment to Determine Presenting Concern and Problem Acuity Referral to Nationwide Network of Behavioral Health Specialists for Face-to-Face Counseling Outcome-Driven Focus on Problem Resolution <p><u>Access</u></p> <ul style="list-style-type: none"> "Around the Clock" Access to EAP 100% Clinical-First EAP Model Over 18,000 EAP-specific Contracted Clinicians Bi-Lingual EAP & Work-Life Counselors <p><u>Account Services</u></p> <ul style="list-style-type: none"> Dedicated Account Manager Quarterly Utilization Reporting and Review <p><u>Case Management</u></p> <ul style="list-style-type: none"> Clinical Communication Throughout Case Post-Case Follow-Up with Member Coordination with Health Plan MHSA Services <p><u>Management Services</u></p> <ul style="list-style-type: none"> Unlimited Management Consultation and Referrals <p><u>Program Promotion</u></p> <ul style="list-style-type: none"> Robust Promotional Schedule Individual Brochures, Wallet Cards, Worksite Posters, Newsletters and Flyers 				
<p>Work-Life Benefits</p> <p><u>Family Assist</u></p> <ul style="list-style-type: none"> Professional Referrals to Local Providers, Specialists and Resources <i>Child Care, Elder Care, Relocation, Pet Care, Automotive, Education, Travel, Home Improvement, Volunteering</i> Twelve (12) Hour Turnaround for all Referrals Six (6) Hour Turnaround for Urgent Referrals Educational Materials and Robust Fulfillment Package for all Participants <p><u>Legal Assist with Integrated ID Recovery</u></p> <ul style="list-style-type: none"> Free Telephonic or Face-to-Face Legal Advice and Consultation Integrated ID Recovery Program 25% discount additional legal services <p><u>Financial Assist</u></p> <ul style="list-style-type: none"> Free Consultation with a Financial Specialist for Support with Consumer Finance Issues <i>Debt Consolidation, College Planning, Budgeting, Long-Term Goal Setting, Estate Planning</i> Discounted flat rate per hour for additional financial services 	<p>\$1.92 PEPM</p>	<p>\$3.42 PEPM for Three Sessions per Six months</p> <p>EAP + Wellness Program</p>		
<p>Tailored EAP and Work-Life Website</p> <ul style="list-style-type: none"> EAP Website Customized with Client's Logo and Company-Specific Information Tab Free Monthly Topical Work-Life Webinars, Coordinated with Program Promotional Flyers eLearning "SkillBuilder" Training Modules to Develop Proficiency on a Variety of Topics Supervisor 'Tool Kit' for Client Managers and Supervisors Hundreds of Search Engines and Calculators, Thousands of Articles and Audio "How to" Lessons 				
<p>Critical Incident Response Services</p> <ul style="list-style-type: none"> Level I (Telephonic Consultation; Post-Incident Referrals to EAP) Level II and III, Which Require an On-Site Response 				
<p>Core Wellness Product</p> <ul style="list-style-type: none"> Unlimited Telephonic and Web-Based Coaching Client-Specific Health and Wellness Website eConnect® Video and Web Chat Wellness Consultation Wellness Program Monthly Promotional Campaign <ul style="list-style-type: none"> -Integration with Other Benefits -Team or Individual Competition Portal -Program Utilization Reporting -Discounts to Over 4,000 Gyms 	<p>\$1.50 per Employee per Month (PEPM)</p>			
<ul style="list-style-type: none"> Corporate Training – Customizable Topical Training 	<p>\$175.00/hour (as needed)</p>			

HALCYON EMPLOYEE ASSISTANCE AND WELLNESS PROGRAM: CONTACT INFORMATION

Our senior management is available at your convenience to answer any questions or discuss the complementary health benefit in more detail.

Keely Coyle
Account Executive
Direct: 559.400.6212
Email: keely.coyle@halcyonbehavioral.com

Jeremy Oswald
Chief Executive Officer
Direct: 559.681.2020
Email: jeremy.oswald@halcyonbehavioral.com

Amy Villegas, PhD
Chief Operating Officer
Direct: 559.400.6203
Email: amy.villegas@halcyonbehavioral.com

EMOTIONAL FITNESS COACHING (“TEXT THERAPY”)



56%

Over Half of American Adults with a Mental Illness Do Not Receive Treatment (Mental Health America)

HOW IT WORKS

Emotional Fitness Coaching is a convenient and stigma-free access point that allows EAP participants to conveniently connect with a licensed counselor, also known as a 'Coach'.

After completing a short questionnaire, new users can begin communicating with their Coach immediately. Coaching is not intended to replace face-to-face or telebehavioral counseling through the EAP, though – and users with acute concerns will be guided to other resources within the program.

Halcyon’s proprietary Coaching platform provides participants with convenient access to licensed counselors. Through Halcyon’s secure platform, these counselors (also known as ‘Coaches’) help users boost emotional fitness and wellbeing through a personalized exchange of text messages, voicenotes, tip sheets, videos and other resources.



ACCESSIBLE

Participants can text with their Coach at any time – on mobile or desktop – without worrying about scheduling or other conflicts.



LICENSED

All Coaches are independently-licensed clinicians who also have a special accreditation for providing technology-based care.



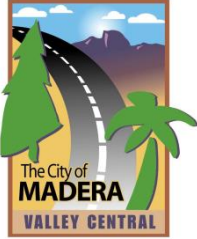
SECURE

All communication between participants and Coaches is encrypted and stored securely.



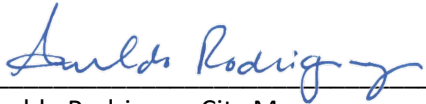
NO STIGMA

Coaching is an excellent resource for those who may not be receptive to ‘traditional’ face-to-face or distance counseling through the EAP.



REPORT TO CITY COUNCIL

Approved by:



Arnaldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: B-9

SUBJECT:

Letter supporting the League of California Cities "Support Local Recovery: Vibrant Cities. Strong Economies" Campaign

RECOMMENDATION:

Adopt Minute Order Supporting the League of California Cities "Support Local Recovery: Vibrant Cities. Strong Economies" Campaign.

SUMMARY:

The purpose of Staff's recommendation to join the League of California Cities campaign and submit a support letter stems from the need California cities are facing from to severe revenue shortfalls due to the impact of COVID-19. As a result, cities will be forced to make significant reductions or cuts to a broad range of core public services and staff, regardless of population size. Given current and projected revenue shortfalls, cities need fiscal assistance to stabilize local government operations to offset the devastating impacts the crisis is having on California cities.

DISCUSSION:

A new data analysis by the League of California Cities projects an overall need to secure \$7 billion in state aid to help California cities and \$500 billion in federal aid over the next two years to help cities and counties, nationwide, regardless of size, respond to and recover from COVID-19.

Key findings of the data analysis include:

- 100% of California cities will face projected revenue loss this year.
- Over 90% of cities are considering layoffs or employee furloughs or cutting public services.
- 72% are considering doing both.
- City Leaders report unanticipated COVID-19 expenses in:
 - Disinfection of public facilities
 - Purchase of personal protective equipment
 - New technology for remote operations
 - Emergency operations center/training costs
 - Increased public safety costs, including overtime
 - Purchase supplies for residents

- Financial support to residents/businesses

FINANCIAL IMPACT:

The Support Local Recovery Campaign Goals include securing \$7 billion in direct and flexible funding to support critical local services and secure CARES Act funding for all cities for COVID-19 related expenditures. Additional goal is to secure \$500 billion in direct and flexible funding for all cities nationwide to support critical local services.

If successful, the Support Local Recovery Campaign may provide substantial relief to City of Madera.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

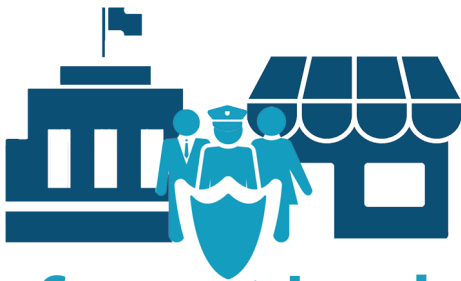
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

As an alternative, the Council may elect to reject joining the campaign and/or submittal of support letter for the Support Local Recovery Campaign. Rejection to join campaign efforts or submittal of support letter will result in staff's inability to advocate for needed funding to address COVID-19 related challenges for local governments.

ATTACHMENTS:

1. Support Local Recovery Coalition Form
2. Support Letter from City of Madera
3. League of California Cities COVID-19 Fiscal Impact Infographic



Support Local RECOVERY

Vibrant cities. Strong economies.

Cities are bracing for a nearly **\$7 billion general revenue shortfall** over the next two fiscal years. All cities, regardless of size and geography, are impacted. This will mean cuts and furloughs to city staff and a reduction to core services to the public. **Together, we must fight to support local recovery. Californians depend on it.**

Join the coalition!

Yes, I/we want to join the Support Local Recovery coalition with the League of California Cities to call on the state to secure \$7 billion in direct and flexible funding to support critical local services and secure CARES Act funding for all cities for COVID-19 related expenditures, and the federal government to secure \$500 billion in direct and flexible funding for all cities nationwide to support critical local services.

Please select a category:

Organization

Individual

Elected

Please complete the following information:

Organization/Company (if applicable)

First Name

Last Name

Title/Occupation

Mailing Address

City

State

Zip

Email

Phone

Signature

Date

By completing this form, you agree to be listed as a supporter in campaign materials. You will be signed up to receive email updates and can unsubscribe anytime. Note: Title and organization are for identification purposes only.

Please email this completed form to: supportlocalrecovery@cacities.org

For more information, please call Bismarck Obando at (916) 607-0873 or email supportlocalrecovery@cacities.org.

www.supportlocalrecovery.org



May 20, 2020

Honorable Gavin Newsom
Governor, State of California
State Capitol
Sacramento, CA 95814
VIA E-mail: ExternalAffairs@gov.ca.gov

Dear Governor Newsom:

The City Council of the City of Madera thanks you for your leadership and efforts to protect and support Californians during this unprecedented public health crisis. Cities remain on the front line helping residents stay safe and in their homes, delivering emergency services, and supporting local businesses and community organizations. However, as emergency costs continue to grow, city revenues to fund local services are plummeting. COVID-19 is having devastating impacts on city budgets and services statewide.

Based on the League of California Cities analysis, California cities are projecting a nearly **\$7 billion general revenue shortfall** over the next two fiscal years. This shortfall will grow by billions of dollars if stay-at-home orders to protect public health extend into the summer months and beyond.

City of Madera projects that these shortfalls will impact our core city services, including all indications pointing to local sales and use tax declines through calendar year 2020 with only moderate gains for several quarters thereafter (as opposed to rapid recovery).

Since the beginning of the COVID-19 crisis, the City of Madera has stepped up to protect and serve our community. City of Madera immediately chose to close public services, so as to help minimize the spread of COVID-19. Residents have been impacted by the closure of public services such as Senior Programs, Youth Programs, Facility Reservations, and overall closure of City public offices. The necessary measures our city has taken are costly. In order to continue to be a full partner with the state in saving lives, protecting our communities, and ultimately recovering from this crisis, **we need your help.**

City of Madera has joined the Support Local Recovery coalition and we are calling on you to immediately support the following actions:

- Provide **\$7 billion in direct and flexible state funding** to support critical local services and allocate CARES Act funding for all cities for COVID-19-related expenditures.
- Advocate to secure **\$500 billion in direct and flexible funding from the federal government** for all cities nationwide to support critical local services.

City of Madera appreciates your consideration of our requests and look forward to further discussing in the coming days how together we can continue to best protect Californians and reopen our economy. Thank you again for your leadership and partnership during these uncertain times.

Sincerely,

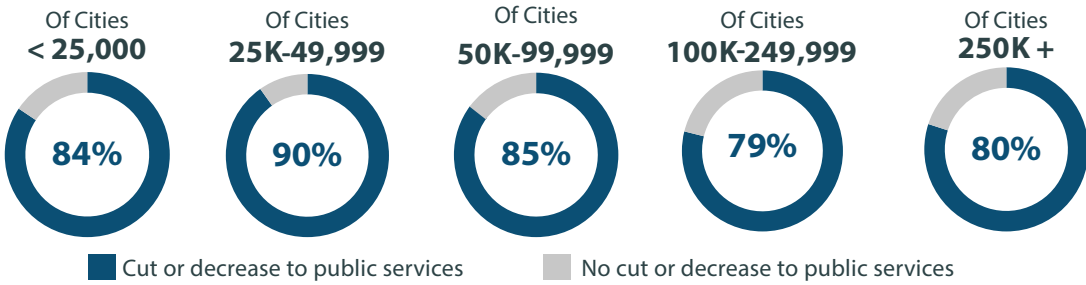
Andrew J. Medellin
Mayor
City of Madera

Cc: California State Senate - Senator Andrea Borgeas
California State Senate – Senator Anna Caballero
California State Assembly – Assembly Member Frank E. Bigelow
Bismarck Obando, League of California Cities, SupportLocalRecovery@cacities.org

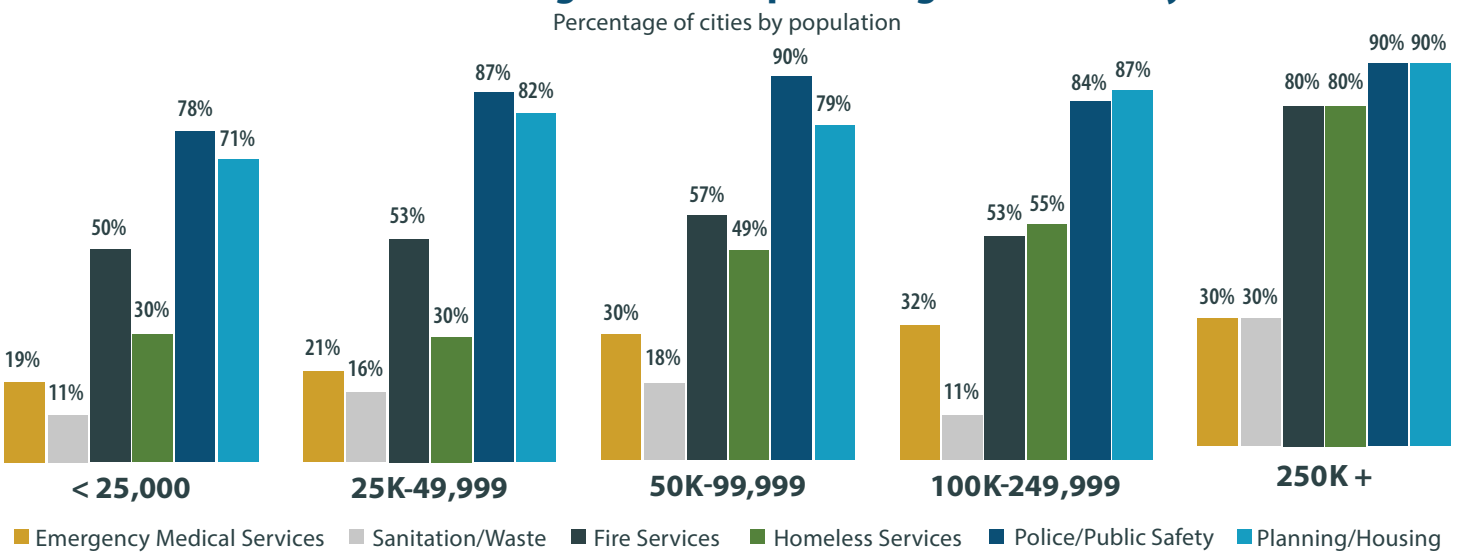
COVID-19 Fiscal Impact on California Cities

California cities face severe revenue shortfalls due to the impact of the COVID-19 pandemic on their economies and increased emergency costs. As a result, cities will be forced to make significant reductions or cuts to a broad range of core public services and staff, regardless of population size. Given current and projected revenue shortfalls, cities need fiscal assistance to stabilize local government operations to offset the devastating impacts the crisis is having on California's communities. These findings are part of a new data analysis* by the League of California Cities.

Public Services Will Be Impacted By Drastic Revenue Loss



Core Services Face Significant Impacts Regardless of City Size



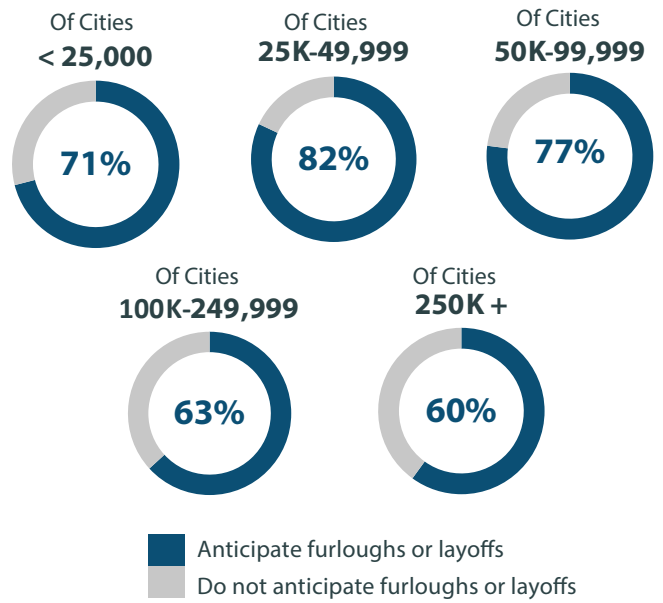
Cities anticipate a nearly **\$7 BILLION GENERAL REVENUE SHORTFALL** over the next two fiscal years. This shortfall will grow by billions of dollars if COVID-19 stay-at-home orders extend into the summer months and beyond.

City Leaders Report Immediate Impact to Core Revenue Sources

- 100%** Sales Taxes
- 89%** Hotel/Bed Taxes
- 72%** Property Transfer Taxes
- 42%** Utility Taxes
- 15%** Investments, Forfeitures, and Fines
- 4%** Parking and Admissions

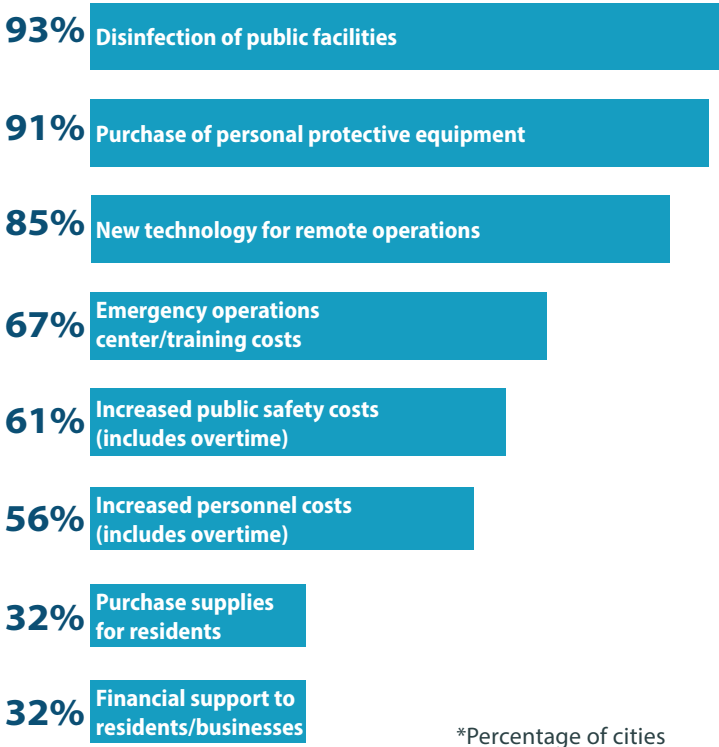
12% of cities report spending **> \$500k** to help control the COVID-19 pandemic

COVID-19 Has Staggering Impact on City Workforce



Over **90%** of cities are considering **LAYOFFS OR EMPLOYEE FURLOUGHS**, or **CUTTING PUBLIC SERVICES**. **72%** are considering doing **BOTH**.

Unanticipated COVID-19 Expenses



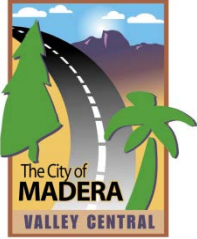
100% of California cities, regardless of population size, **face projected revenue loss this year**

Cities Key Revenue Loss by Source through FY 21-22



For more information email communications@cacities.org.

***Data and Assumptions:** The current revenue shortfall projections assume the ending of strict stay-at-home orders by the end of May 2020 with a transition to normalcy and a gradual return to taxable activities. The revenue shortfall projections include FY 2021-22, as there will be delayed revenue impacts from multiple sources, including business license taxes (based on prior year receipts). If strict stay-at-home orders remain in place through the summer of 2020, there will be additional significant revenue losses – adding billions to overall city shortfalls. Over 260 cities, encompassing all of California's diverse geographies and city sizes, participated in the League's COVID-19 Fiscal Impact Survey. The survey requested primary source data on projected revenue losses in key, general revenue categories, and local impacts to city services and operations. The survey data reinforces projections produced from an in depth financial model built from annual reports by the State Controller and the California Department of Tax and Fee Administration, survey data, granular analysis by government revenue specialists, industry specific outlooks, and forecasts from respected economists.



REPORT TO CITY COUNCIL

Approved by:

Darral Church

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: C-1

SUBJECT:

Public Hearing regarding the proposal of Annexation No. 9 to City of Madera Community Facilities District No. 2005-01 (Sherwood Apartments) and Related Actions

RECOMMENDATIONS:

First, it is recommended that the Council hold the public hearing and, after its close, adopt the following resolutions:

1. A Resolution of the City Council (Council) of the City of Madera, California, Authorizing the Annexation of Territory to Community Facilities District No. (CFD) 2005-01 (Annexation No. 9) and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors.
2. A Resolution of the Council of the City, Calling a Special Election and Submitting to the Voters of Annexation No. 9 of the City's CFD 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 9 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance Within the District.

Second, it is recommended Council conduct A Special Election of the Qualified Electors of Annexation No. 9 of the City's CFD 2005-01 and Declaration and Certification of the Results Thereof.

Third, it is recommended that Council adopt A Resolution of the Council of the City, Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 9 to CFD 2005-01.

SUMMARY:

At the Council's April 15, 2020 meeting, the Council approved a resolution adopting a boundary map depicting the territory proposed for annexation, and approved a resolution declaring the City's intention to annex the proposed territory into CFD 2005-01.

At tonight's meeting, after the close of the public hearing and adoption of the above-referenced resolutions, if the landowner elects to annex at the special election, the City can proceed with the annexation by adopting a resolution of annexation.

DISCUSSION:

On November 16, 2005, by Resolution No. 05-334, the City Council established CFD 2005-01, a Mello Roos Community Facilities District with the intention that future development within the City of Madera (the "City") would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-01. Projects may be annexed one at a time, or in a group if they are ready at the same time.

The project, Sherwood Apartments, is prepared to proceed with the annexation process into CFD 2005-01. The project includes the development of 16 multi-family residential units located on 1.43 acres of land. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-01 prior to recordation of the final subdivision map. This will comprise the ninth annexation. See Attachment 4 for a history of annexations into CFD 2005-01.

FINANCIAL IMPACT:

The 2019/20 Fiscal Year CFD 2005-01 assessment for multi-family residential development is approximately \$428.12 per unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 16 units will be \$6,849.92 per year. Because CFD 2005-01 includes an annual CPI adjustment, this amount will grow over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the plan, is not in conflict with the plan, but rather is sympathetic of the underlying principles of the Vision 2025 Plan.

ALTERNATIVES:

The City Council adopted Ordinance C.S. 792 on December 7, 2005, authorizing the levy of a Special Tax within CFD 2005-01 commencing in fiscal year 2006-07 and each year thereafter. The Council could, at its discretion, consider alternative methods for funding the necessary services

that are demanded by residential development and supported by CFD 2005-01. Amendment of the ordinance would be required.

ATTACHMENTS:

1. Resolution of Annexation
 - Exhibit A – Rate and Method of Apportionment
 - Exhibit B – Ballot
2. Resolution Calling for Election
 - Exhibit A – Ballot
3. Resolution of Results of Election
 - Exhibit A – Statement of Votes Cast
 - Exhibit B – Annexation Map
 - Exhibit C – List of Properties
4. CFD 2005-01 Map

Attachment 1 – Resolution of Annexation

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 9) TO
COMMUNITY FACILITIES DISTRICT NO. 2005-01 AND AUTHORIZING THE LEVY
OF A SPECIAL TAX AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED
ELECTORS**

WHEREAS, this City Council (Council), on April 15, 2020, adopted Resolution No. 20-56, (hereafter referred to as the “Resolution of Intention”) stating its intention to annex territory to City of Madera Community Facilities District No. 2005-01 (hereafter referred to as “CFD No. 2005-01”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the “Act”); and

WHEREAS, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-01, and a description and map of the proposed boundaries of the territory to be annexed known as Sherwood Apartments (“Annexation No. 9”) to CFD No. 2005-01, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein. Annexation No. 9 will consist of 16 multi-family residential units located north of Sherwood Way, between Owens Street and Sonora Street; and

WHEREAS, on the 20th of May 2020, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-01; and

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2005-01 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2005-01 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2005-01, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2005-01, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2005-01; and

WHEREAS, a boundary map for Annexation No. 9 to CFD No. 2005-01 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera as follows:

1. The above recitals are all true and correct.
2. All prior proceedings taken by this Council with respect to CFD No. 2005-01 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.
3. The description and map of the boundaries of the territory to be annexed to CFD No. 2005-01, on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2005-01, and said territory is hereby annexed to CFD No. 2005-01, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
4. The services which CFD No. 2005-01 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2005-01 and the territory to be annexed to CFD No. 2005-01 and will not be replacing services already available. A general description of the services to be financed is as follows:

Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District. On each July 1 following the Base Year the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor as provided in the Rate and Method of Apportionment of the Special Taxes. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing services already available. The Special Tax provides only partial funding for police and fire services.

Park Maintenance of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain park improvements within the District, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, and associated appurtenant facilities located within the District.

Storm drainage system maintenance and operations of the City of Madera, including but not limited to, labor, material, administration, personnel,

equipment, and utilities necessary to maintain and operate the storm drainage system within the District.

5. It is the intention of this legislative body that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-01 and the territory proposed to be annexed as part of Annexation No. 9, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 9, will be levied annually within the boundaries of Annexation No. 9 from and after the annexation of such property to CFD No. 2005-01. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-01 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-01.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 9 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

6. The provisions of the Resolution of Intention of the City each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 9 shall be submitted to the voters within Annexation No. 9 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 9 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 9 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 9.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. The Council called a special election to consider the measures described and incorporated as Exhibit "A," which election will be conducted on May 20, 2020 (hereafter referred to as "Election Day"). The City Clerk is the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2005-01, a ballot in the form of Exhibit "B", which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

(c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

7. This resolution is effective immediately.

* * * * *

EXHIBIT A

CITY OF MADERA COMMUNITY FACILITIES DISTRICT 2005-01 RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-01 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

“Assessor’s Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned assessor’s parcel number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by assessor’s parcel number.

“Base Year” means Fiscal Year ending June 30, 2007.

“City” means the City of Madera.

“Council” means the City Council of the City of Madera, acting as the legislative body of the District.

“County” means the County of Madera, California.

“Developed Multi-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

“Developed Property” means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Single-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

“District Administrator” means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“District” means Community Facilities District No. 2005-01 of the City of Madera.

“Entitled Property” means an Assessor’s Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term “Entitled Property” shall apply only to Assessors’ Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor’s Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

“Final Map” means an Assessor’s Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the classes listed in Table 1.

“Lot” means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessors’ Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

“Property Owner Association Property” means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class.

“Public Property” means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

“Service Costs” means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial funding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Requirement” means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

“State” means the State of California.

“Property” means all of the Assessor’s Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

“Tax Exempt Property” means an Assessor’s Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

“Undeveloped Property” means for each Fiscal Year, all Assessor’s Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor’s Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. DEVELOPED PROPERTY

**TABLE 1
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT No. 2005-01**

Land Use Class	Description	Maximum Special Tax Per Unit¹
1	Developed Single-Family Residence	\$311 per unit
2	Developed Multi-Family Residence	\$285 per unit
¹ Maximum Special Tax includes Administrative Expenses		

2. ENTITLED PROPERTY

**TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT No. 2005-01**

Land Use Class	Description	Maximum Special Tax Per Unit¹
3	Entitled Property	\$166 per lot
¹ Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

4. TAX-EXEMPT PROPERTY

No Special Tax shall be levied on Tax-Exempt Property.

5. MULTIPLE LAND USE CLASSES

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single-Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

F. EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

G. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

H. TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

EXHIBIT B

City of Madera

Community Facilities District No. 2005-01, (Public Services), Annexation No. 9

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, May 20, 2020 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Fourth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on April 15, 2020?

YES:

NO:

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: _____

Attachment 2 – Resolution Calling for Election

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF
ANNEXATION NO. 9 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT
NO. 2005-01 THE PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL
TAXES WITHIN ANNEXATION NO. 9 TO FINANCE POLICE PROTECTION SERVICES,
FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND
STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE
DISTRICT**

WHEREAS, pursuant to Section 53325.1 of the California Government Code the City Council (the “City Council”) of the City of Madera (hereafter referred to as the “City”) has adopted the resolution authorizing the annexation of territory known as Sherwood Apartments (hereafter referred to as “Annexation No. 9”) to City of Madera Community Facilities District No. 2005-01, County of Madera, State of California (hereafter referred to as “CFD No. 2005-01”). Annexation No. will consist of 16 multi-family residential units located north of Sherwood Way, between Owens Street and Sonora Street; and

WHEREAS, by that resolution, the City Council called a special election on the propositions to be submitted to the voters of the territory proposed to be annexed to CFD No. 2005-01 with respect to the levy of special taxes therein for the financing of police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within CFD No. 2005-01; and

WHEREAS, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 9 the annual levy of special taxes on taxable property within Annexation No. 9; and

WHEREAS, the Community Development Director has advised the City Council that the property owners of the subject parcels have reported to the City staff that all of the subject parcels are uninhabited with no voters registered at the subject parcel. City Staff has personally visited the sites and found that there are no occupied dwellings on the subject parcels. Staff has advised the City Council that the annexation area qualifies as uninhabited as there are less than 12 persons registered to vote within Annexation No. 9;

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 9 as follows:

1. The City Council finds that: (i) the foregoing recitals are true and correct; (ii) 12 persons have not been registered to vote within the territory to be annexed to CFD No. 2005-01 for each of the 90 days preceding the close of the public hearing on May 20, 2020; (iii) pursuant

to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory to be annexed to CFD No. 2005-01, whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within Annexation No. 9 which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) the owners of all of the land in Annexation No. 9 by written consent (a) waived the time limits set forth in Section 53326 of the California Government Code for holding the election called by this resolution and the election on the propositions, (b) consented to the holding of the election on May 20, 2020, (c) waived notice and mailed notice of the time and date of the election, (d) waived an impartial analysis by the City Attorney of the ballot propositions pursuant to Section 9280 of the California Elections Code and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of that Code, and mailing of a statement pursuant to Section 9401 of that Code, and (e) waived a synopsis of the measures to be included in the official ballot for said elections pursuant to Section 12111 of that Code; and (v) the City Clerk (hereafter referred to as the "City Clerk") has consented to the holding of the election on May 20, 2020.

2. The City Council hereby calls and schedules a special election for May 20, 2020, on the proposition of the annual levy of special taxes on taxable property within Annexation No. 9 to CFD No. 2005-01 to finance police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within Annexation No. 9 to CFD No. 2005-01.

3. The proposition to be submitted to the voters of Annexation No. 9 at such special election shall be as follows:

Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on April 15, 2020.

4. Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

5. The procedures to be followed in conducting the special election on the proposition with respect to the levy of special taxes on taxable property within Annexation No. 9 to CFD No. 2005-01 to pay for police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within the District:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the Special Election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official shall mail or deliver to each qualified elector an official ballot in the appropriate form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within Annexation No. 9 to CFD No. 2005-01.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information to voter form to be delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 6:00 p.m. on the

20th day of May 2020; provided that if all qualified electors have voted, the elections shall be closed with the concurrence of the City Clerk.

(f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the elections, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

6. This resolution is effective immediately.

* * * * *

EXHIBIT A

City of Madera

Community Facilities District No. 2005-01, (Public Services), Annexation No. 9

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, May 20, 2020 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Fourth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on April 15, 2020?

YES:

NO:

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: _____

Attachment 3 – Resolution of Results of Election

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF A SPECIAL
ELECTION AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 9
TO COMMUNITY FACILITIES DISTRICT NO. 2005-01**

WHEREAS, the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2005-01 (hereafter referred to as CFD No. 2005-01); and

WHEREAS, the City Council initiated proceedings to annex certain territory known as Sherwood Apartments (hereafter referred to as "Annexation No. 9") to Community Facilities District No. 2005-01. Annexation No. 9 consists of 16 multi-family residential units located north of Sherwood Way, between Owens Street and Sonora Street; and

WHEREAS, at this time the unanimous consent to the annexation of Annexation No. 9 has been received from the property owner or owners of such territory; and

WHEREAS, less than twelve (12) registered voters have resided within the territory of Annexation No. 9 for each of the ninety (90) days preceding May 20, 2020, therefore, pursuant to the Act the qualified electors of Annexation No. 9 shall be the "landowners" of Annexation No. 9 as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 9; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 9 to the qualified electors of Annexation No. 9 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 9; and

WHEREAS, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 9, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measures voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the territory to be annexed and designated as Annexation No. 9 (hereafter referred to as the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 9 as follows:

1. The above recitals are all true and correct.
2. This City Council does hereby determine as follows:
 - (a) The unanimous consent to the annexation of Annexation No. 9 to CFD No. 2005-01 has been given by all of the owners within Annexation No. 9 and such consent shall be kept on file in the Office of the City Clerk.
 - (b) Less than twelve (12) registered voters have resided within the territory of Annexation No. 9 for each of the ninety (90) days preceding May 20, 2020, therefore, pursuant to the Act the qualified electors of Annexation No. 9 shall be the "landowners" of such Annexation No. 9 as such term is defined in Government Code Section 53317(f).
 - (c) The qualified electors of Annexation No. 9 have unanimously voted in favor of the levy of special taxes within Annexation No. 9 upon its annexation to CFD No. 2005-01.
3. The boundaries and parcels of territory within Annexation No. 9 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.
4. The City Council does hereby determine and declare that Annexation No. 9 is now added to and becomes a part of CFD No. 2005-01. The City Council, acting as the legislative body of CFD No. 2005-01, is hereby empowered to levy the authorized special tax within Annexation No. 9.
5. Immediately upon adoption of this Resolution, notice shall be given as follows:

An Amendment No. 9 to the Amended Notice of Special Tax Lien shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

6. This resolution is effective immediately.

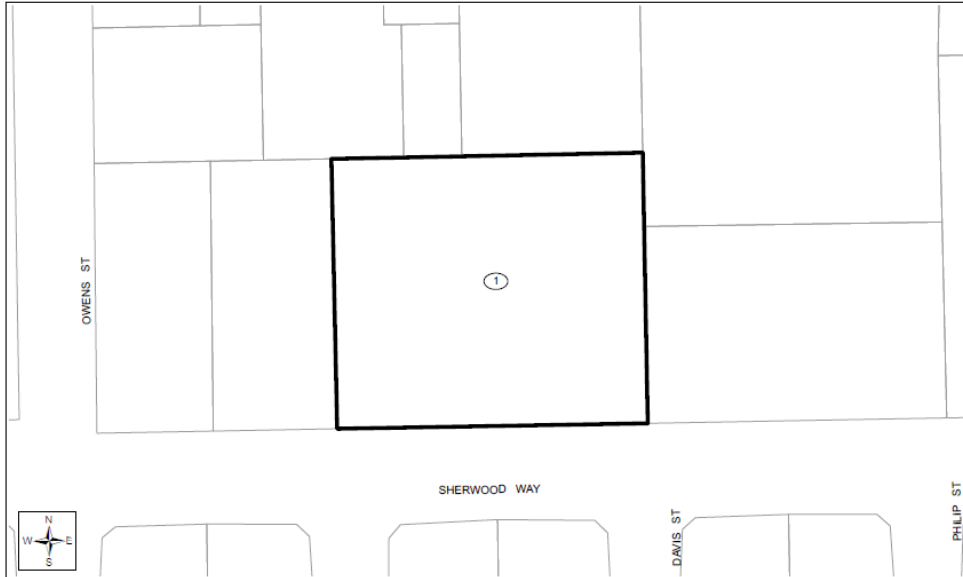
* * * * *

Exhibit B Annexation Map

SHEET 1 OF 1

ANNEXATION MAP NO. 9 COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20____.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 9 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

- Annexation Parcels
- 1 Map Reference Number

1 in = 50 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	003-240-015

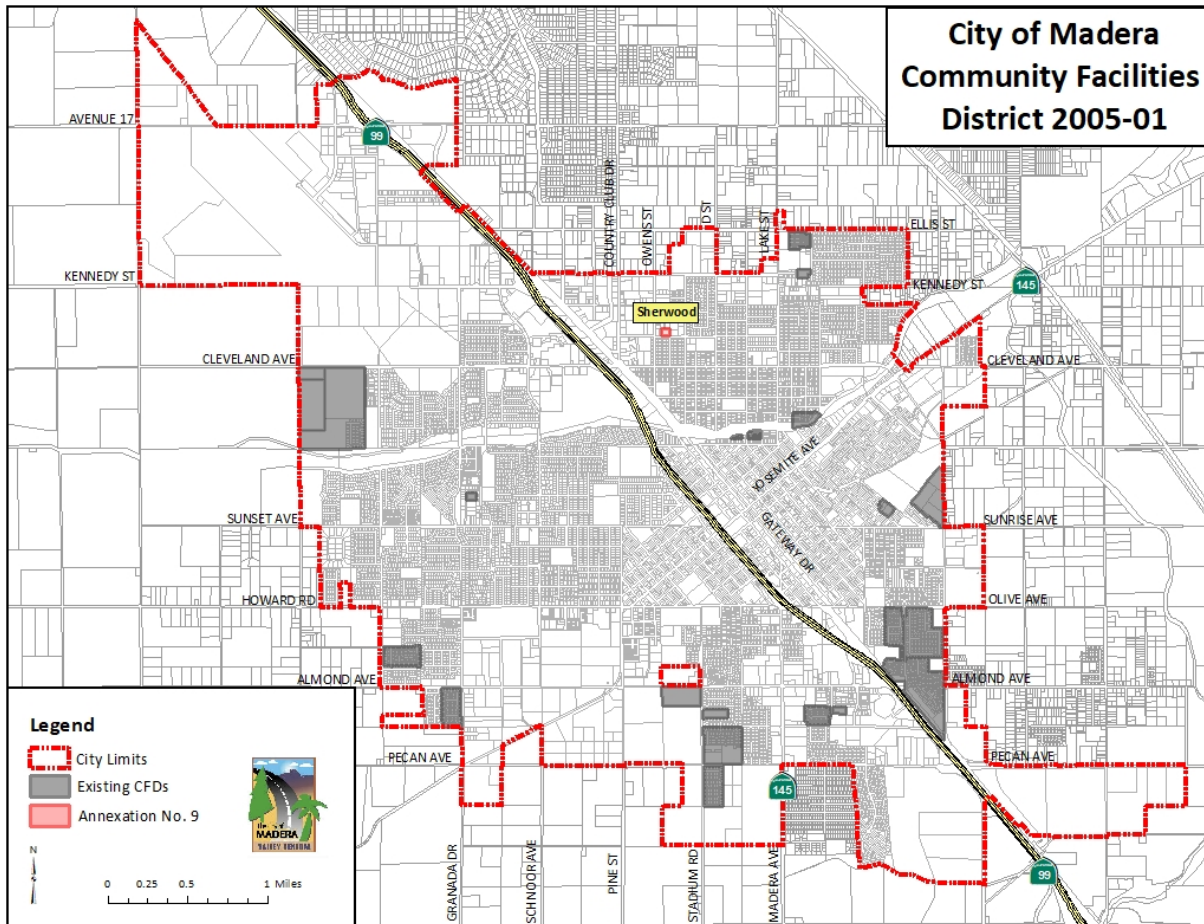


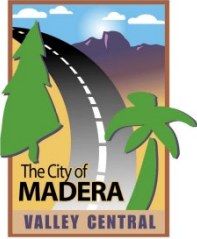
Exhibit C

List of Assessor Parcel Numbers and Landowners

<u>APN</u>	<u>Landowner</u>
003-240-015-000	Vanik Etal Pogosyan

Attachment 4 – CFD 2005-01 Map





REPORT TO CITY COUNCIL

Approved by: *Daniel Foss*
 Daniel Foss, Interim Public Works Director
Arnoldo Rodriguez
 Arnoldo Rodriguez, City Manager

Council Meeting of: May 20, 2020
Agenda Number: D-1

SUBJECT:

Award of Agreement to Synagro-WWT, Inc. for Sludge Hauling and Disposal Services from the Wastewater Treatment Plant at \$41.00 per ton plus monthly container fees of \$800.00 ea.

RECOMMENDATION:

In response to bids received under City of Madera (City) Request for Proposals 201920-09, staff recommends that the City Council (Council) adopt a resolution approving award of an agreement to Synagro-WWT, Inc. for sludge hauling and disposal services from the Wastewater Treatment Plant, in the amount of \$41.00 per ton plus monthly container fees of \$800.00 ea. for a period of one (1) year with an option of four (4) one year extensions if elected by the City.

SUMMARY:

The City of Madera (City) Wastewater Treatment Plant’s treated sludge biosolids are hauled away to an offsite remote facility for further processing and beneficial end use. The City’s existing contract for sludge biosolids disposal was awarded in 2014 and was extended for four (4) one-year terms consistent with the terms of that agreement. No additional extensions are available. A Request for Proposals (RFP) for a new service contract was issued in accordance with the City’s Purchasing Policy on the City’s website, published twice in the Madera Tribune and postcards were sent to any vendors provided by the department as potential vendors. The bid was opened on February 24, 2020 with the following results.

<i>Company</i>	<i>Bid Price per Ton</i>
Synagro WWT, Inc.	\$41.00

<i>Fees</i>	<i>Price per Container</i>
Monthly Container Fees	\$800.00 ea.

DISCUSSION:

The wastewater biosolids produced at the City's wastewater treatment facility must be processed under strict guidelines promulgated under the Environmental Protection Agency's (EPA) Title 40 CFR, Part 503 Biosolids Rule and the City's Waste Discharge Requirements (WDR) permit as issued by the California Regional Water Quality Control Board (CRWQCB). The sludge biosolids treatment and dewatering facilities at the City's wastewater treatment plant operate 365 days per year and consists of biosolids conditioning and loading facilities, 3 heated anaerobic digesters, and 2 sludge dewatering centrifuges producing up to 210 tons of Class B dry cake biosolids per month. These biosolids must be processed as described above and Synagro-WWT, Inc. is qualified to provide such services. While Synagro-WWT was the only bidder who responded to the current RFP, they have consistently outbid the competition in prior years. For this reason, staff is recommending proceeding with award of an agreement at this time.

FINANCIAL IMPACT:

This bid price represents a 28 percent increase from the rate in our previous contract. All cost associated from this agreement will come from the Sewer System Utility Fund, Fund Number 20403410, account 6440. There is no impact on the General Fund. Council previously allocated \$65,000 in funding for this contract in the current year's budget and no additional funds will be required beyond those budgeted.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While not specifically address, this action is consistent with the Vision Madera 2025 Plan; Managed Growth: Strategy 101.6 - Ensure infrastructure can sustain population growth in the development of the general plan.

ALTERNATIVES:

Council may direct staff to seek additional bids.

ATTACHMENTS:

1. Resolution– Approving an Agreement
 - Exhibit 1– Synagro-WWT, Inc. Sludge Hauling and Disposal Services Agreement
 - Exhibit A – Scope of Services
 - Exhibit B - Compensation
 - Exhibit C – Insurance Requirements

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN AGREEMENT FOR SLUDGE
HAULING AND DISPOSAL SERVICES WITH SYNAGRO-WWT, INC.**

WHEREAS, the City of Madera (City) produces approximately 190 to 210 tons of sludge biosolids (sludge) from the Wastewater Treatment Plant per month; and

WHEREAS, the sludge is required to be hauled and disposed of in accordance with applicable rules and regulations as set forth by the Environmental Protection Agency and the California Regional Water Quality Control Board; and

WHEREAS, the City engaged in a bid process for the performance of such services through publication of Request for Proposals (RFP) 201920-09; and

WHEREAS, the RFP was published on 01/13/2020, the response period closed on 02/24/2020; and

WHEREAS, the City advertised the RFP on the City's website, published twice in the Madera Tribune and postcards were sent to vendors; and

WHEREAS, Synagro-WWT, Inc. was the only responsive and responsible bidder; and

WHEREAS, an agreement for sludge hauling and disposal services has been drafted that is in the best interest of the City and Synagro-WWT, Inc.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Sludge Hauling and Disposal Services Agreement with Synagro-WWT, Inc., a copy of which is attached as Exhibit 1 to this Resolution, is approved.
3. This resolution is effective immediately upon adoption.

Agreement - Exhibit 1

CITY OF MADERA SLUDGE HAULING AND DISPOSAL SERVICES

THIS AGREEMENT made and entered into the 20 day of May, 2020, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and Synagro-WWT, Inc., hereinafter called "Service Provider."

RECITALS

- A. The City is in need of Sludge Hauling and Disposal Services and the City has issued a Request for Proposals (RFP) for Sludge Hauling and Disposal Services.
- B. City requires a Sludge Hauling and Disposal Services Agreement from a qualified professional service provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide services under this Sludge Hauling and Disposal Services Agreement.
- D. After conducting an RFP process for Sludge Hauling and Disposal Services and after review and consideration, City desires to retain Service Provider to provide said services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual and mutual consideration, the City and the Service Provider as follows:

1. Services. Service Provider will perform the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference ("Services" in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, {WWTP Manager}, ("**City's Authorized Representative**").
2. Obligations, duties and responsibilities of Service Provider. In performing the Services, Service Provider will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals who perform the same or similar type of services required under this Agreement.
3. Service Provider's fees and compensation: amount, how and when payable.
 - 3.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Sludge Hauling and Disposal Services Agreement and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees

to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

For all items of work and services and for furnishing of supplies, as set forth in Exhibit "A", City agrees to pay Service Provider, and Service Provider agrees to accept as payment in full, compensation at the rate set forth in Exhibit "B".

4. Term of Agreement. This Agreement shall be effective on February 1, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through January 31, 2021, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, for additional one (1) year periods on a year to year basis, for a maximum of 4 extension years. Cost for any extensions of this Agreement will be negotiated but increases cannot exceed the change in the CPI over the previous 12 months, calculated from each renewal year. The term CPI shall mean the consumer price index; not seasonably adjusted, U. S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics."

5. Hold Harmless and Insurance Requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City. Service Provider acknowledges and agrees that at all times, Service Provider or any agent or employee of Service Provider shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Service Provider, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Service Provider or any agent or employee of Service Provider shall not have employee status with City, not be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Service Provider or any agent or employee of Service Provider is liable for the acts and omissions of itself, its employees, and its agents. Service Provider shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Service Provider's performing services and work, or any agent or employee of Service Provider providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Service Provider or any agent or employee of Service Provider. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Service Provider's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Service Provider performs work under this Agreement

5.2 Indemnification and Waivers. Service Provider shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages,

including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Service Provider's performance of its obligations under this agreement or out of the operations conducted by Service Provider, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Service Provider's performance of this agreement, the Service Provider shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims. Service Provider shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Service Provider's operations under this Agreement arising from any cause.

5.3 Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera. A copy of the City's requirements for such insurance coverage is attached hereto as Exhibit "C".

6. Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination.

8.1 This Agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party, Service Provider shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

8.2 City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

- a. An illegal use of funds by Service Provider;
- b. A failure by Service Provider to comply with any material term of this Agreement;
- c. A substantially incorrect or incomplete report submitted by Service Provider to City.

In no event shall any payment by City or acceptance by Service Provider constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Service Provider the repayment to City of any funds disbursed to Service Provider under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

All notices under this section shall be sent in accordance with Section 10 of this Agreement.

9. Compliance with Laws. Service Provider will comply with all applicable federal, state, and local laws, rules, and regulations related to the Services under this Agreement. Service Provider represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Madera business license), permits, qualifications, and approval of whatever nature which are legally required of Consultant to practice Consultant's profession or perform the service.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.

9.2 Conflict of Interest. By executing this Agreement, Service Provider certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3. Proprietary Information. In the performance of Services, Service Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Service Provider, such information must be held by Service Provider in confidence and used only in performing the Agreement. Service Provider shall exercise the same standard of care to protect such information as a reasonably prudent Service Provider would use to protect its own proprietary or confidential information.

9.4. Nondiscrimination Requirements. Service Provider shall comply with all applicable state and federal laws prohibiting discrimination in the performance of this Agreement.

9.5. Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Service Provider to remove from, City facilities personnel of any Service Provider or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal

drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6. Public Records Act. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

10. Notices. All notices and communications from the Service Provider shall be to City's Public Works Operations Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as follows:

To the City:

City of Madera
Public Works Operations Director
1030 South Gateway Drive
Madera, CA 93637

To Service Provider:

Synagro-WWR, Inc
Att: General Council
435 Williams Court Suite 100
Baltimore, MD 21220

11. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

12. Entire Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the Parties.

13. Modification. Any changes to this Agreement requested by either City or Service Provider may only be effected if mutually agreed upon in writing by duly authorized representatives of the Parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

14. Governing Law, Jurisdiction, and Venue. The formation, interpretation, validity, and enforcement of this Agreement shall be governed by the laws of the State of California. Venue for any claim, lawsuit, or legal proceeding shall be in the County of Madera.

15. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees and costs of litigation.

16. Severability. If any provision or term of this Agreement is held by a court of law to be invalid or unenforceable, such provision or term shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement.

17. Counterparts. This Agreement may be signed in counterparts each of which shall constitute an original but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

BY: _____

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM

Hilda Cantú Montoy, City Attorney



Exhibit - A
REQUEST FOR PROPOSAL

SLUDGE HAULING & DISPOSAL SERVICES

RFP #201920-09

January 13, 2020

1. INSTRUCTIONS AND CONDITIONS

A. No proposal will be considered for award unless submitted in the proposal format described in this Request for Proposal (RFP). The proposal must be fully complete and executed. Each response shall contain four (4) copies of the completed proposals which will include; three (3) bound and one (1) unbound copy with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 1/2 x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections.

Each proposal must be submitted in a sealed envelope addressed to Becky McCurdy, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a proposal must have, on the outside, the name of the proposer, proposer's address and the statement "DO NOT OPEN UNTIL THE TIME OF PROPOSAL OPENING" and in addition, must be plainly marked on the outside as follows:

Proposal: Sludge Hauling & Disposal Services
RFP #: 201920-09
Filing Deadline: Monday, February 24, 2020 - 3:00 P.M.

B. Attention of proposers is especially directed to the specifications which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful proposer. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the proposal.

C. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.

D. The City reserves the right to reject or accept any or all proposals or parts thereof and to accept or reject the alternatives individually or jointly, for any reason.

E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing-Central Supply Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.madera.gov/purchasing under Bid Announcement and Results.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday, February 10, 2020. Written questions or inquiries should be e-mailed, mailed or faxed to:

Becky McCurdy
Procurement Services Manager
City of Madera
Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

rmccurdy@madera.gov

FAX: (559) 661-0760

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.

G. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

I. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own

convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one proposer.

J. An award will be made as soon as reasonably practical after the opening of Proposals. The term of this agreement shall be from February 1, 2020 through January 31, 2021. Pricing shall remain firm for the entire term of this agreement. The City may elect to extend the agreement for additional one (1) year periods on a year to year basis, for a maximum of 4 extension years. Cost for any extensions of this agreement will be negotiated but increases cannot exceed the change in the CPI over the previous 12 months, calculated from each renewal year. The term CPI shall mean the consumer price index; not seasonally adjusted, U. S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics."

K. The successful Proposer shall enter into a formal agreement with City which will be very similar in content to the Attachment B "Draft" agreement which is provided for information purposes only and to help clarify City intent relevant to this Request for Proposal.

L. The City may, at its sole option, terminate any contract/agreement that may be awarded as a result of this RFP at the end of any City Fiscal Year, for reason of non-appropriation of funds. In such event, the City will give proposer at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the City will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.

M. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have his license, please indicate the license number and expiration date below:

City License No. _____ Expiration Date _____

Any Federal or State of California License/Certification required to provide the services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in this RFP as Attachment A will also be required.

N. Proposer's Proprietary Information: All documents provided by the successful proposer shall become public record.

O. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local

vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

2. GENERAL INFORMATION

It is the City's intent to enter into a renewable agreement with a company for sludge hauling and disposal services.

The City monitors the sludge daily as required by its SWRCB Waste Discharge Requirements permit and applicable EPA 503 Biosolids Rule.

The sludge dewatering facility is composed of two sludge dewatering centrifuges that will discharge sludge cake at a height of fifteen (15) feet, eight (8) inches above grade. The centrifuges produce a sludge cake with a percent solids between twenty-two (22) and twenty-five (25) percent. To date the treatment facility has been producing 190 to 210 tons per month of biosolids. This amount may increase gradually as plant flows increase.

3. SPECIFICATIONS

A. BIDDER shall provide documentation that the disposal site is an approved California Water Quality Control Board Class B sludge disposal site; approved composting facility, and/or a landfill that will accept Class B sludge.

B. The BIDDER shall comply with the required CFR Part 503 and State of California RWQCB and County disposal regulations; including all necessary reporting and sludge constituent data monitoring.

C. BIDDER will provide trailers or roll-off bins to place under the centrifuge dewatering system, with a minimum of two bins on site at all times. The City will call to have the bins hauled for disposal, with one or two days notice. The City has been averaging three trailers per week.

D. Proposals shall include cost per ton of sludge to haul and dispose; type and availability of containers to collect and haul the sludge; location of proposed disposal site(s); and any other pertinent information.

E. Specifications in this document are minimal and any variances should be described in detail.

4. **REFERENCES**

A. Vendor to supply a minimum of three (3) references with BID submittal; i.e. list agencies you are currently providing with hauling & disposal services. Please use forms supplied with this Request for Proposal.

5. **ADDITIONAL INFORMATION**

A. Payment by City for services rendered will be made within 30 days from receipt of a billing which details the charges.

B. This service agreement may be canceled by the City of Madera any time service is deemed unsatisfactory. A thirty (30) day notice will be given prior to cancellation.

6. **FORM OF BIDS**

Price shall include all costs, labor, fees, taxes and delivery, pickup or freight charges.

Exhibit-B
CITY OF MADERA

BID PROPOSAL

SLUDGE HAULING & DISPOSAL SERVICES

RFP # 2019 20-09

BIDDER hereby proposes to deliver to and provide services at the City of Madera, Department of Public Works, Wastewater Treatment Plant, 13048 Road 21 1/2, Madera, California, 93637 equipment and services in accordance with the published specifications, for the following prices.

\$ 15.00 _____	Costs per ton of sludge to haul
\$ 26.00 _____	Cost per ton of sludge for disposal
\$ 800.00 per month	Cost per container (rental, etc.)
\$ 0 _____	Any other costs or fees

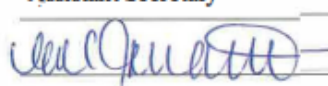
COMPANY NAME	<u>Synagro West, LLC</u>
STREET ADDRESS:	<u>435 Williams Court, Suite 100</u>
CITY / STATE	<u>Baltimore, Maryland</u>
PHONE NUMBER	<u>443.489.9075</u>
EMAIL	<u>Egrant@synagro.com</u>
PERSON PREPARING BID	<u>Elizabeth Grant</u>
POSITION	<u>Assistant Secretary</u>
SIGNATURE	<u></u>
DATE	<u>February 20, 2020</u>

Exhibit C

Insurance Requirements for Service Providers

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$2,000,000 Contractor's Pollution Liability** per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

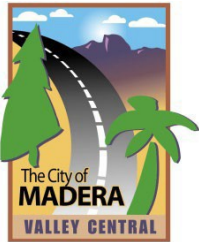
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, Department Director

A handwritten signature in blue ink, appearing to read "Arnaldo Rodriguez".

Arnaldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: D-2

SUBJECT:

Construction of Traffic Signal at the Intersection of Howard Road and Granada Drive, City Project No. TS-17

RECOMMENDATION:

1. Adopt a Resolution Approving the Contract Award for the Traffic Signal at the Intersection of Howard Road and Granada Drive, City Project No. TS-17, in the Amount of \$499,775.00 to Bush Engineering Inc. and Authorizing Construction Contingencies and Construction Management Services Relating to the Contract; and
2. Adopt a Resolution Approving Funding Amendment Appropriating \$80,000 to the City of Madera Fiscal Year (FY) 2019/20 Capital Projects Budget for the Construction of the Traffic Signal at the Intersection of Howard Road and Granada Drive, City Project No. TS-17.

SUMMARY:

On April 9, 2020 the City received six bids for the Traffic Signal at the Intersection of Howard Road and Granada Drive, City Project No. TS-17 (Project). Bush Engineering, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore, it is recommended that Council award the project to Bush Engineering, Inc.

Funds needed for the project are programmed in the overall Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2019/20.

Additional funds in the amount of \$80,000.00 will be needed to proceed with construction of project if awarded.

DISCUSSION:

The proposed project will provide limited street improvements and a new traffic signal including appurtenant equipment, street lighting, electrical system, detection loops, pedestrian facilities, storm drain improvements, concrete improvements and asphalt concrete paving for the Intersection of Howard Road and Granada Drive. A map of said improvements is provided in Attachment 3.

BACKGROUND:

The “Notice Inviting Bids” for the project was duly noticed in the Madera Tribune Newspaper on April 1 and April 8, 2020. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and posted on EBidBoard.com, an online listing service for contractors accessible from the City’s website as well as to other contractors that regularly access EBidBoard’s website directly.

On April 30, 2020, the City received six responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security.

To identify the low bidder, bids were compared based on the Total Bid in written words. The bids received are listed in Table 1:

<i>Table 1: Bid Overview</i>	
<i>Bidder</i>	<i>Bid</i>
1. Bush Engineering, Inc.	\$499,775.00
2. American Paving Co.	\$504,732.00
3. Avison Construction, Inc.	\$575,782.00
4. A-C Electric Company	\$519,740.25
5. St. Francis Electric, LLC.	\$533,775.00
6. Cal Valley Construction.	\$552,775.00
<i>City Engineer’s Opinion of Cost</i>	<i>\$410,000.00</i>

Regarding the disparity between the Engineer’s Estimate and the value of the bids received, staff analyzed the bid responses to determine if the costs are reasonable for the work specified and if there is any benefit to rebidding the project. While a number of factors may have played a role in the increased bids; Covid-19 and what may be considered a busy construction climate as examples, it is staff’s general opinion that the market had already been quite busy with a number of contractors already being utilized by high speed rail. If Covid-19 played a part in the higher bids, it may be a result of developers and contractors rushing projects before a recession begins to set in. Staff has also been alerted to the fact that some materials are becoming more expensive. Based on this review, it is not believed a re-bid would provide a different outcome.

Additionally, a re-bid will cause delays.

Bush Engineering, Inc. submitted the lowest, responsive and responsible bid that meets the contract requirements. It is recommended that the Council award the contract to Bush Engineering, Inc. in the amount of \$499,775.00 for the Project.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund.

Funding for the project is programmed in the Measure T – LTP/ADA Compliance and Traffic Signal Impact Fee funds. These funds are included in the City's CIP Budget FY 2019/20.

Exhibit A to the Resolution appropriates \$80,000 for the cost of construction of the Project from the unprogrammed funds in Measure T – RTP/3R Account Number 41510000.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.6: Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

Potential alternatives to staff's recommendation are to reject bids or modify scope.

ATTACHMENTS:

1. Contract Award Resolution
 Exhibit 1: Contract Agreement
2. Budget Amendment Resolution
 Exhibit A: Budget Amendment Sheet
3. Location Map

ATTACHMENT 1

Contract Award Resolution

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR TRAFFIC SIGNAL AT THE INTERSECTION OF HOWARD ROAD AND GRANADA DRIVE, CITY PROJECT NO. TS-17, IN THE AMOUNT OF \$499,775 TO BUSH ENGINEERING, INC., AND AUTHORIZING CONSTRUCTION CONTINGENCIES AND CONSTRUCTION MANAGEMENT SERVICES RELATING TO THE CONTRACT

WHEREAS, on April 1 and April 8, 2020 the City of Madera (City) Engineering Department advertised a solicitation for bids for the Traffic Signal at the Intersection of Howard Road and Granada Drive, City Project No. TS-17, hereinafter referred to as “the Project”; and

WHEREAS, six sealed bids were received on April 30, 2020, and opened by the City Engineer; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2019/20.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.
3. The City finds that Bush Engineering, Inc. is the lowest responsible and responsive bidder.
4. The contract for the Project, in the Amount of \$499,775 to Bush Engineering, Inc. a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
5. Council authorizes Construction Contingencies of up to ten percent as approved by the City Engineer.
6. Council authorizes funding of up to ten percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.
7. This Resolution is effective immediately upon adoption.

EXHIBIT 1

Contract Agreement

AGREEMENT

THIS AGREEMENT made this 20th day of May 2020, between the City of Madera, hereinafter called "**OWNER**", and Bush Engineering, Inc. doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "TRAFFIC SIGNAL AT THE INTERSECTION OF HOWARD ROAD AND GRANADA DRIVE, CITY PROJECT NO. TS-17"

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$499,775.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) General Conditions
 - (J) Special Conditions
 - (K) City of Madera Standard Specifications and Drawings
 - (L) State Standard Plans and Specifications 2018 Edition
 - (M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "TRAFFIC SIGNAL AT THE INTERSECTION OF HOWARD ROAD AND GRANADA DRIVE, CITY PROJECT NO. TS-17" dated March2020.

Addenda No. 1, dated 04/23/2020

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
- (2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that

is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Owner's Failure to Respond to Claim:

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

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records 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 him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one

(1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency,

which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation,

reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", pages 36-38 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Bush Engineering, Inc.** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Bush Engineering, Inc.** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **Bush Engineering, Inc.**;
2. A failure by **Bush Engineering, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Bush Engineering, Inc.** to City.

In no event shall any payment by City or acceptance by **Bush Engineering, Inc.** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy

available to either party with respect to such breach or default. City shall have the right to demand of **Bush Engineering, Inc.** the repayment to City of any funds disbursed to **Bush Engineering, Inc.** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:
City of Madera
Engineering Department
205 W. 4th Street
Madera, Ca 93637

To the Contractor:
Bush Engineering, Inc.
518 N. Redington Street
Hanford, Ca 93230

Notices. All notices and communications from the **Bush Engineering, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance with Laws- City shall comply with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Bush Engineering, Inc.** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Bush Engineering, Inc.** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant

required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **Bush Engineering, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Bush Engineering, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment. Neither the **Bush Engineering, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

30. During the performance of this agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

31. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2020 before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

ATTACHMENT 2

Budget Amendment Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
APPROVING FUNDING AMENDMENT APPROPRIATING \$80,000
TO THE CITY OF MADERA FISCAL YEAR (FY) 2019/20 CAPITAL
PROJECTS BUDGET FOR THE FOR THE CONSTRUCTION OF TRAFFIC
SIGNAL AT THE INTERSECTION OF HOWARD ROAD AND
GRANADA DRIVE, CITY PROJECT NO. TS-17**

WHEREAS, Project comprising of the construction of Traffic Signal at the Intersection of Howard Road and Granada Drive, City Project No. TS-17, hereinafter called “the Project”, is included in the proposed Fiscal Year (FY) 2019/20 Budget for Capital Projects; and

WHEREAS, Additional funds are necessary for the construction phase of the Project in the FY 19/20 Capital Projects Budget; and

WHEREAS, Funds are available in the unprogrammed fund balance of the Measure T – RTP/3R account No. 41510000.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The FY 2019/20 Capital Projects Budget is hereby amended in accordance with Exhibit A, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately.

EXHIBIT A

Budget Amendment Sheet

EXHIBIT A

CITY OF **MADERA**

Resolution 20 -

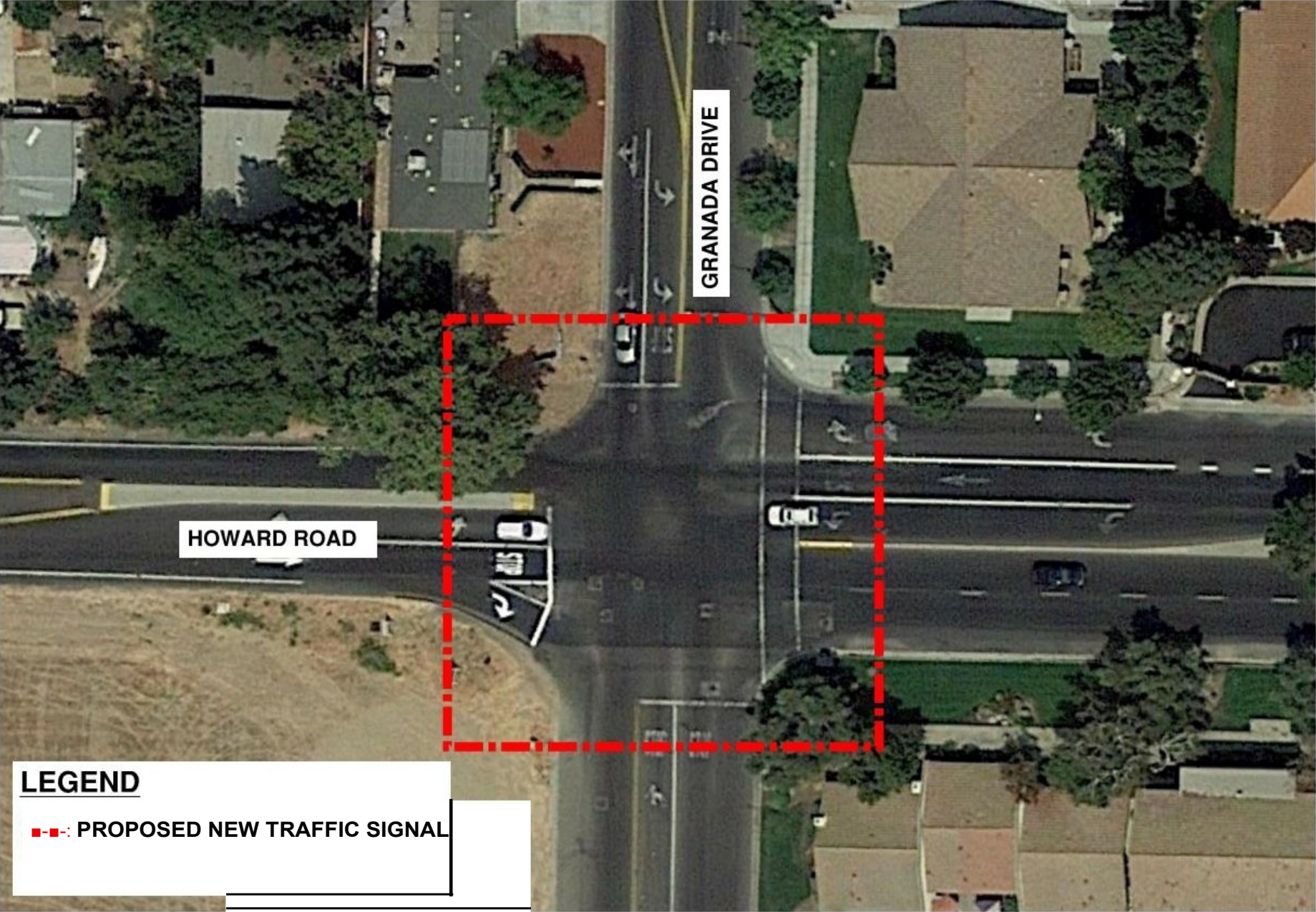
Traffic Signal at the Intersection of Howard Road and Granada Drive ,
City Project No. TS-17

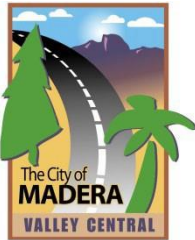
<u>ORG</u> <u>CODE</u>	<u>OBJ ECT</u> <u>CODE</u>	<u>PROJECT</u> <u>CODE</u>	<u>DESCRIPTION</u>	ALREADY APPROPRIATED PART OF CONSTRUCTION APPROVAL (+)	(-)
<u>Measure T - RTP/3R</u>					
41510000	7050	TS-000017	Traffic Signal at the Intersection of Howard Road and Granada Drive	\$80,000	
				<u>\$80,000</u>	

ATTACHMENT 3

Location Map

PROJECT MAP





REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, Department Director

A handwritten signature in blue ink, appearing to read "Arnaldo Rodriguez".

Arnaldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: D-3

SUBJECT:

Construction of Traffic Signal at the Intersection of Howard Road and Westberry Boulevard, City Project No. TS-19

RECOMMENDATION:

1. Adopt a Resolution Approving the Contract Award for the Traffic Signal at the Intersection of Howard Road and Westberry Boulevard, City Project No. TS-19, in the Amount of \$503,385.00 to Avison Construction, Inc. and Authorizing Construction Contingencies and Construction Management Services Relating to the Contract; and
2. Adopt a Resolution Approving Funding Amendment Appropriating \$150,000 to the City of Madera Fiscal Year (FY) 2019/20 Capital Projects Budget for the Construction of the Traffic Signal at the Intersection of Howard Road and Westberry Boulevard, City Project No. TS-19.

SUMMARY:

On April 21, 2020 the City received three bids for the Traffic Signal at the Intersection of Howard Road and Westberry Boulevard, City Project No. TS-19 (Project) Avison Construction, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore, it is recommended that Council award the project to Avison Construction, Inc.

Funds needed for the project are programmed in the Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2019/20.

Additional funds in the amount of \$150,000.00 will be needed to proceed with construction of project if awarded.

DISCUSSION:

The proposed project will provide street limited improvements and a new traffic signal including appurtenant equipment, street lighting, electrical system, detection loops, pedestrian facilities, concrete improvements and asphalt concrete paving for the Intersection of Howard Road and Westberry Boulevard.

A map of said improvements is provided in Attachment 3.

BACKGROUND:

The “Notice Inviting Bids” for the project was duly noticed in the Madera Tribune Newspaper on March 25 and April 1, 2020. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and posted on EBidBoard.com, an online listing service for contractors accessible from the City’s website as well as to other contractors that regularly access EBidBoard’s website directly.

On April 21, 2020, the City received three responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security.

To identify the low bidder, bids were compared based on the Total Bid in written words. The bids received are listed in Table 1:

<i>Table 1: Bid Overview</i>	
<i>Bidder</i>	<i>Bid</i>
1. Avison Construction, Inc.	\$503,385.00
2. Cal Valley Construction	\$540,008.00
3. Bush Engineering, Inc.	\$565,332.21
<i>City Engineer’s Opinion of Cost</i>	<i>\$387,096.00</i>

Regarding the disparity between the Engineer’s Estimate and the value of the bids received, staff analyzed the bid responses to determine if the costs are reasonable for the work specified and if there is any benefit to rebidding the project. While a number of factors may have played a factor in the increased bids; Covid-19 and what may be considered a busy construction climate as examples, it is staff’s general opinion that the market had already been quite busy with a number of contractors already being utilized by high speed rail. If Covid-19 played a part in the higher bids, it may be a result of developers and contractors rushing projects before a recession begins to set in. Staff has also been alerted to the fact that some materials are becoming more expensive. Based on this review, it is not believed a re-bid would provide a different outcome. Additionally, a re-bid will cause delays.

Avison Construction, Inc. submitted the lowest, responsive and responsible bid that meets the

contract requirements. It is recommended that the Council award the contract to Avison Construction, Inc. in the amount of \$503,385.00 for the Project.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund.

Funding for the project is programmed in overall CIP Budget in the CMAQ/LTF/ Traffic Signal Development Impact Fee, Funds. These funds are included in the City's CIP Budget FY 2019/20.

Exhibit A to the Resolution appropriates \$150,000 for the cost of construction of the Project from the unprogrammed funds in Measure T – RTP/3R Account Number 41510000.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.6: Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

Potential alternatives to staff's recommendation are to reject bids or modify scope.

ATTACHMENTS:

1. Contract Award Resolution
 - a. Exhibit 1: Contract Agreement
2. Budget Amendment Resolution
 - a. Exhibit A: Budget Amendment Sheet
3. Vicinity Map

ATTACHMENT 1

Contract Award Resolution

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE TRAFFIC SIGNAL AT THE INTERSECTION OF HOWARD ROAD AND WESTBERRY BOULEVARD, CITY PROJECT NO. TS-19, IN THE AMOUNT OF \$503,385.00 TO AVISON CONSTRUCTION, INC. AND AUTHORIZING CONSTRUCTION CONTINGENCIES AND CONSTRUCTION MANAGEMENT SERVICES RELATING TO THE CONTRACT

WHEREAS, on March 25th and April 1st, of 2020 the City of Madera (City) Engineering Department advertised a solicitation for bids for the Traffic Signal at the Intersection of Howard Road and Westberry Boulevard, City Project No. TS-19, hereinafter referred to as “the Project”; and

WHEREAS, three sealed bids were received on April 21, 2020, and opened by the City Engineer; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2019/20.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.
3. The City finds that Avison Construction, Inc. is the lowest responsible and responsive bidder.
4. The contract for the Project, in the Amount of \$503,385 to Avison Construction, Inc. a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
5. Council authorizes Construction Contingencies of up to ten percent as approved by the City Engineer.
6. Council authorizes funding of up to ten percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.
7. This Resolution is effective immediately upon adoption.

EXHIBIT 1

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 20th day of May, 2020, between the City of Madera, hereinafter called "**OWNER**", and Avison Construction, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**HOWARD/WESTBERRY TRAFFIC SIGNAL, CITY PROJECT NO. TS-19**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of **\$503,385.00**, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) General Conditions
 - (J) Special Conditions
 - (K) City of Madera Standard Specifications and Drawings
 - (L) State Standard Plans and Specifications
 - (M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "HOWARD/WESTBERRY TRAFFIC SIGNAL" dated FEBRUARY 2020.

Addenda Nos. 1, dated 04/02/2020
Addenda Nos. 2, dated 04/16/2020
6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so

specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
- (2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the

Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall

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

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

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

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

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For

purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records 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 him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those

occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the **Contractor's** performance of its obligations under this agreement or out of the operations conducted by **Contractor**, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from **Contractor's** performance of this agreement, the **Contractor** shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", pages 42-43 of the Contract Documents.

19. Amendments. Any changes to this Agreement requested by either City or **Avison Construction, Inc.** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Avison Construction, Inc.** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in

writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **Avison Construction, Inc.**;
2. A failure by **Avison Construction, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Avison Construction, Inc.** to City.

In no event shall any payment by City or acceptance by **Avison Construction, Inc.** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **Avison Construction, Inc.** the repayment to City of any funds disbursed to **Avison Construction, Inc.** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering
Department 205 W.
4th Street Madera,
CA 93637

To the Contractor:

Avison Construction, Inc.
40434 Brickyard Drive
Madera, CA 93636

Notices. All notices and communications from the **Avison Construction, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance with Laws. City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to

execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **Avison Construction, Inc.** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Avison Construction, Inc.** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Avison Construction, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Avison Construction, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment- Neither the **Avison Construction, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through

the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statutes protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

AVISON CONSTRUCTION, INC.

BY: _____
Name and Title

BY: _____
Name and Title

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

Attachment A) General Wage Decision No. CA20190018 03/13/2020.

Attachment B) Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2020 before me, _____
(insert name and title of officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT A

General Wage Rates

"General Decision Number: CA20200018 03/13/2020

Superseded General Decision Number: CA20190018

State: California

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

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020
3	01/31/2020
4	02/07/2020
5	03/06/2020
6	03/13/2020

ASBE0016-004 01/01/2019

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.20	9.27
Area 2.....	\$ 36.53	9.27

* ASBE0016-008 01/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 71.16	23.39
Area 2.....	\$ 54.26	23.39

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 43.28	37.91
Area 2.....	\$ 39.68	35.71

BRCA0003-001 08/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.41	16.45

BRCA0003-003 08/01/2019

	Rates	Fringes
MARBLE MASON.....	\$ 49.42	27.86

BRCA0003-005 05/01/2019

Rates	Fringes
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BRICKLAYER

(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 41.88	22.19
(7) San Francisco, San Mateo.....	\$ 42.34	25.83
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 44.16	21.71
(9) Calaveras, San Joaquin, Stanislaus, Tuolumne.....	\$ 39.66	20.76
(16) Monterey, Santa Cruz...	\$ 39.51	23.49

BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

BRCA0003-011 04/01/2019

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 29.94	16.38
Area 2.....	\$ 25.60	14.30
Area 3.....	\$ 26.58	15.65
Tile Layer		
Area 1.....	\$ 49.90	19.16
Area 2.....	\$ 42.67	16.81
Area 3.....	\$ 40.27	18.58

CARP0022-001 07/01/2019

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 50.65	30.20
Journeyman Carpenter.....	\$ 50.50	30.20
Millwright.....	\$ 50.60	31.79

CARP0034-001 07/01/2019

	Rates	Fringes
Diver		
Assistant Tender, ROV		

Tender/Technician.....	\$ 49.75	33.40
Diver standby.....	\$ 55.73	33.40
Diver Tender.....	\$ 54.73	33.40
Diver wet.....	\$ 99.27	33.40
Manifold Operator (mixed gas).....	\$ 59.73	33.40
Manifold Operator (Standby).	\$ 54.73	33.40

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2019

	Rates	Fringes
Piledriver.....	\$ 50.75	33.40

CARP0035-007 07/01/2019

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 27.46	22.14
Installer II.....	\$ 22.18	20.42
Lead Installer.....	\$ 30.91	22.64
Master Installer.....	\$ 35.13	22.64
Area 2		
Installer I.....	\$ 24.81	22.14
Installer II.....	\$ 20.01	20.42

Lead Installer.....	\$ 27.78	22.64
Master Installer.....	\$ 31.41	22.64
Area 3		
Installer I.....	\$ 23.86	22.14
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 26.66	22.64
Master Installer.....	\$ 30.08	22.64

 CARP0035-008 08/01/2019

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 50.50	30.64
Area 2.....	\$ 44.62	30.64
Area 3.....	\$ 41.02	29.15
Area 4.....	\$ 43.77	30.64
Drywall Stocker/Scrapper		
Area 1.....	\$ 25.25	17.86
Area 2.....	\$ 22.31	17.86
Area 3.....	\$ 20.51	16.88
Area 4.....	\$ 21.89	17.86

 CARP0152-001 07/01/2019

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 50.65	30.20
Journeyman Carpenter.....	\$ 50.50	30.20
Millwright.....	\$ 50.60	31.79

 CARP0152-002 07/01/2019

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.77	30.20

Journeyman Carpenter.....	\$ 44.62	30.20
Millwright.....	\$ 47.12	31.79

 CARP0152-004 07/01/2019

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 43.42	30.20
Journeyman Carpenter.....	\$ 43.27	30.20
Millwright.....	\$ 45.77	31.79

 CARP0217-001 07/01/2019

San Mateo County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 50.65	30.20
Journeyman Carpenter.....	\$ 50.50	30.20
Millwright.....	\$ 50.60	31.79

 CARP0405-001 07/01/2019

Santa Clara County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 50.65	30.20
Journeyman Carpenter.....	\$ 50.50	30.20
Millwright.....	\$ 50.60	31.79

 CARP0405-002 07/01/2019

San Benito County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.68	30.20
Journeyman Carpenter.....	\$ 44.62	30.20
Millwright.....	\$ 47.12	31.79

CARP0505-001 07/01/2019

Santa Cruz County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.77	30.20
Journeyman Carpenter.....	\$ 44.62	30.20
Millwright.....	\$ 47.12	31.79

CARP0605-001 07/01/2019

Monterey County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.77	30.20
Journeyman Carpenter.....	\$ 44.62	30.20
Millwright.....	\$ 47.12	31.79

CARP0701-001 07/01/2019

Fresno and Madera Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 43.42	30.20
Journeyman Carpenter.....	\$ 43.27	30.20
Millwright.....	\$ 45.77	31.79

CARP0713-001 07/01/2019

Alameda County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter.....	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....		
	\$ 50.65	30.20
Journeyman Carpenter.....	\$ 50.50	30.20
Millwright.....	\$ 50.60	31.79

CARP1109-001 07/01/2019

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....		
	\$ 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....		
	\$ 43.42	30.20
Journeyman Carpenter.....	\$ 43.27	30.20
Millwright.....	\$ 45.77	31.79

ELEC0006-004 12/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.52	3%+19.05
Technician.....	\$ 46.60	3%+19.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2019

SAN FRANCISCO COUNTY

Rates	Fringes
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ELECTRICIAN.....\$ 74.50 3%+33.715

ELEC0100-002 03/01/2020

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 39.75 24.09

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

Rates Fringes

Communications System

Installer.....\$ 35.25 20.86

Technician.....\$ 40.54 21.02

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition)

when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/23/2019

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 51.47	26.64
Zone B.....	\$ 56.62	26.80

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 40.02	19.75
Technician.....	\$ 46.02	19.75

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 60.48	26.06
ELECTRICIAN.....	\$ 53.76	25.86

ELEC0302-003 12/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 38.42	19.70
Technician.....	\$ 44.18	19.88

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2019

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 78.60	38.564
ELECTRICIAN.....	\$ 68.52	38.256

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		

Installer.....	\$ 40.02	19.75
Technician.....	\$ 46.02	19.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2019

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 65.90	3%+36.82
ELECTRICIAN.....	\$ 57.30	3%+36.82

ELEC0595-002 06/01/2019

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 43.99	7.75%+24.83
ELECTRICIAN		
(1) Tunnel work.....	\$ 40.16	7.75%+24.83
(2) All other work.....	\$ 38.25	7.75%+24.83

* ELEC0595-006 12/01/2019

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.93	3%+20.22
Technician.....	\$ 53.66	3%+20.22

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

* ELEC0595-008 12/01/2019

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	3%+20.22
Technician.....	\$ 44.06	3%+20.22

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2019

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 63.00	37.68

ELEC0617-003 12/01/2019

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.93	21.09
Technician.....	\$ 49.37	21.28

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0684-001 06/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	3%+22.83

CABLE SPLICER = 110% of Journeyman Electrician

 ELEC0684-004 12/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 35.25	20.86
Technician.....	\$ 40.54	21.02

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 01/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 58.09	19.74
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 46.40	18.55
(3) Groundman.....	\$ 35.47	18.17
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.78	34.765+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/24/2019

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 49.02	30.74
GROUP 2.....	\$ 47.49	30.74
GROUP 3.....	\$ 46.01	30.74
GROUP 4.....	\$ 44.63	30.74
GROUP 5.....	\$ 43.36	30.74
GROUP 6.....	\$ 42.04	30.74
GROUP 7.....	\$ 40.90	30.74
GROUP 8.....	\$ 39.76	30.74
GROUP 8-A.....	\$ 37.55	30.74

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)
GROUP 1

Cranes.....	\$ 50.65	30.74
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 43.55	30.74
GROUP 2		
Cranes.....	\$ 48.14	30.74
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 43.33	30.74
GROUP 3		
Cranes.....	\$ 46.40	30.74
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 43.06	30.74
GROUP 4		
Cranes.....	\$ 43.36	30.74
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39

GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person

and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder

wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:

Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
 Area 1: Remainder
 Area 2: Southwestern part

TUOLUMNE COUNTY:
 Area 1: Remainder
 Area 2: Eastern Part

 ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 35.39	31.25
AREA 2:		
(1) Leverman.....	\$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 37.39	31.25

AREA DESCRIPTIONS

 AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
 NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
 SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
 SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

 THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
 AS NOTED BELOW:

ALPINE COUNTY:
 Area 1: Northernmost part
 Area 2: Remainder

CALAVERAS COUNTY:
 Area 1: Remainder
 Area 2: Eastern part

COLUSA COUNTY:
 Area 1: Eastern part
 Area 2: Remainder

ELDORADO COUNTY:
 Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73
GROUP 2		
AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 33.58	24.66
Ornamental, Reinforcing and Structural.....	\$ 40.00	33.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-002 01/01/2020

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND

SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties.....	\$ 24.00	11.30
LABORER (Lead Removal)		
Area A.....	\$ 31.81	24.61
Area B.....	\$ 30.81	24.61

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II....	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2018

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

LAB00073-005 06/25/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the

applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 20.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11

GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who

handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 30.54	23.65
Area B.....	\$ 29.54	23.65
Traffic Control Person I		

Area A.....	\$ 30.84	23.65
Area B.....	\$ 29.84	23.65
Traffic Control Person II		
Area A.....	\$ 28.34	23.65
Area B.....	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

LAB00270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist		
Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and

worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreeed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalars (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00270-010 06/25/2018

SANTA CLARA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 34.70	21.22

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00294-001 07/01/2018

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.20	22.20

LAB00294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete

saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 31.02	22.52
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I...	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	24.83
GROUP 2.....	\$ 36.37	24.83
GROUP 3.....	\$ 36.12	24.83
GROUP 4.....	\$ 35.67	24.83
GROUP 5.....	\$ 35.13	24.83
Shotcrete Specialist.....	\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty		
Period.....	\$ 24.23	23.20
LABORER (GUNITITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/25/2018

CONTRA COSTA COUNTY

Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist		
Group.....	\$ 31.49	23.20
GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 1-g.....	\$ 30.99	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31

GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
 A: at demolition site for the salvage of the material.
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitelaborer

 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
- GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

 LAB00324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender.....	\$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

 LAB00324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
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Plasterer tender.....\$ 37.14 22.32

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 29.54	23.65
Traffic Control Person I...\$ 29.84	23.65
Traffic Control Person II...\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 36.60	24.83
GROUP 2.....\$ 36.37	24.83
GROUP 3.....\$ 36.12	24.83
GROUP 4.....\$ 35.67	24.83
GROUP 5.....\$ 35.13	24.83
Shotcrete Specialist.....\$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.20	22.20

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

 See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty		
Period.....	\$ 23.23	23.20

LABORER (GUNITES - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

 Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander,

pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing

is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2019

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.
 SPRAY WORK: - \$0.50 additional per hour.
 INDUSTRIAL PAINTING - \$0.25 additional per hour
 [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
 over 50 feet - \$2.00 per hour additional
 100 to 180 feet - \$4.00 per hour additional
 Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		

AREA 1.....	\$ 51.51	27.39
AREA 2.....	\$ 47.38	25.99

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,
SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.60	27.43

PAIN0016-015 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 33.68	20.24

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level \$2.00
additional per hour. 100 to 180 ft above ground or water
level \$4.00 additional per hour. Over 180 ft above ground
or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 46.29	24.03

PAIN0169-001 01/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 40.00	26.76

PAIN0169-005 07/01/2019

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 50.62	29.10

PAIN0294-004 01/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
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PAINTER

Brush, Roller.....	\$ 31.68	19.71
Drywall Finisher/Taper.....	\$ 40.10	25.00

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

 PAIN0294-005 01/01/2020

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.30	21.42

 PAIN0767-001 07/01/2019

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 39.06	29.31

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

 PAIN1176-001 07/01/2019

HIGHWAY IMPRØVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 37.68	15.38
GROUP 2.....	\$ 32.03	15.38
GROUP 3.....	\$ 32.40	15.38

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

 PAIN1237-003 01/01/2020

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 39.61	22.59

PLAS0066-002 07/01/2019		

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

PLAS0300-001 07/01/2018		

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-001 07/01/2019		

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 74.16	43.59

PLUM0038-005 07/01/2019		

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 63.04	31.48

PLUM0062-001 01/01/2020		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 44.30	35.19

PLUM0159-001 07/01/2019		

CONTRA COSTA COUNTY

	Rates	Fringes
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Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.93	41.04
(2) All other work.....	\$ 57.82	41.04

PLUM0246-001 01/01/2020

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.90	33.89

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2018

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 58.68	42.40
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 58.68	42.40

PLUM0355-004 07/01/2019

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 29.00	15.80

PLUM0393-001 07/01/2019		

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 63.91	42.68

PLUM0442-001 01/01/2020		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 44.50	31.39

PLUM0467-001 07/01/2019		

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 67.61	36.50

ROOF0027-002 01/01/2020		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 31.11	14.41

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2019

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 41.88	19.44

ROOF0081-001 08/01/2019		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 40.10	18.88

ROOF0081-004 08/01/2019		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 38.28	18.56

ROOF0095-002 08/01/2019		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 44.49	19.49
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 46.49	19.49

SFCA0483-001 07/29/2019		

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 65.52	32.67

SFCA0669-011 04/01/2019		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.85	23.85

SHEE0104-001 07/01/2019		

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 53.67	44.62
All Other Work.....	\$ 61.36	46.11
AREA 2.....	\$ 50.82	35.85
AREA 3.....	\$ 60.97	34.07

SHEE0104-003 07/01/2019		

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 41.20	36.84

SHEE0104-005 07/01/2019		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 39.09	41.93

SHEE0104-007 07/01/2019		

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.03	39.06

SHEE0104-015 07/01/2019		

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 42.33	35.30

SHEE0104-018 07/01/2019		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 42.33	35.30

TEAM0094-001 07/01/2018		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.68	27.86
GROUP 2.....	\$ 31.98	27.86
GROUP 3.....	\$ 32.28	27.86
GROUP 4.....	\$ 32.63	27.86
GROUP 5.....	\$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ATTACHMENT B

FHWA Form 1273

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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8. Compliance with Davis-Bacon and Related Act requirements.

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

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

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect and investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT 2

Budget Amendment Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
APPROVING FUNDING AMENDMENT APPROPRIATING \$150,000
TO THE CITY OF MADERA FISCAL YEAR (FY) 2019/20 CAPITAL
PROJECTS BUDGET FOR THE FOR THE CONSTRUCTION OF TRAFFIC
SIGNAL AT THE INTERSECTION OF HOWARD ROAD AND
WESTBERRY BOULEVARD, CITY PROJECT NO. TS-19**

WHEREAS, Project comprising of the construction of Traffic Signal at the Intersection of Howard Road and Westberry Boulevard, City Project No. TS-19, hereinafter called “the Project”, is included in the proposed Fiscal Year (FY) 2019/20 Budget for Capital Projects; and

WHEREAS, Additional funds are necessary for the construction phase of the Project in the FY 19/20 Capital Projects Budget; and

WHEREAS, Funds are available in the unprogrammed fund balance of the Measure T – RTP/3R account No. 41510000.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The FY 2019/20 Capital Projects Budget is hereby amended in accordance with Exhibit A, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately.

EXHIBIT A

Budget Amendment Sheet

EXHIBIT A

CITY OF MADERA

Resolution 20 -

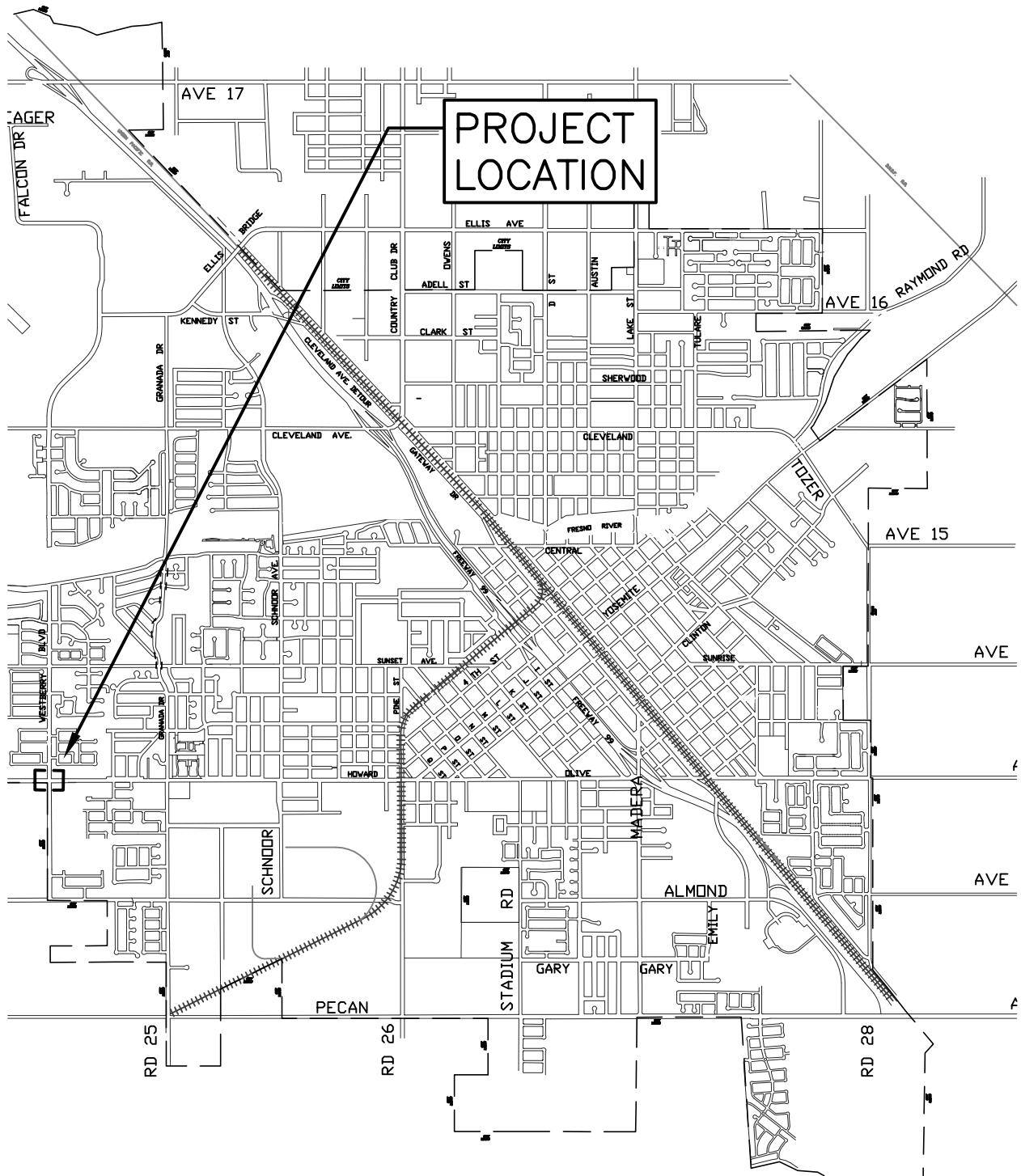
Traffic Signal at the Intersection of Howard Road and Westberry
Boulevard, City Project No. TS-19

<u>ORG CODE</u>	<u>OBJECT CODE</u>	<u>PROJECT CODE</u>	<u>DESCRIPTION</u>	ALREADY APPROPRIATED AS PART OF CONSTRUCTION APPROVAL	
				(+)	(-)
<u>Measure T - RTP/3R</u>					
41510000	7050	TS-000017	Traffic Signal at the Intersection of Howard Road and Westberry Boulevard	\$150,000	
				<u>\$150,000</u>	

ATTACHMENT 3

Vicinity Map

CITY OF MADERA

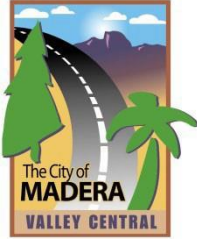


VICINITY MAP

CITY OF MADERA
ENGINEERING DEPARTMENT
 205 W. 4TH STREET
 MADERA, CA 93637

HOWARD/WESTBERRY
 TRAFFIC SIGNAL

DR BY: RB
 CH BY: RB
 DATE: 05/14/20
 SCALE: AS SHOWN
 SHT 1 OF 1



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, Department
Director

Arnoldo Rodriguez, City Manager

A handwritten signature in blue ink, appearing to read "Arnoldo Rodriguez".

Council Meeting of: May 20, 2020

Agenda Number: D-4

SUBJECT:

Sidewalk and Safety Improvements on Sunset Avenue between Pine Street and Double Tree Way

RECOMMENDATION:

1. Adopt a Minute Order Approving the Acceptance of the Construction of Sunset Avenue Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL-5157(111), City Project No. R-66, Recording of Notice of Completion, Release of Retention 35 days after Recording Notice of Completion
2. Adopt a Resolution Approving an Increase in the in the Construction Contingencies to 16 percent for the Sunset Avenue Sidewalk and Safety Improvements Pine Street to DoubleTree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (Report by Keith Helmuth)

SUMMARY:

The Council, at its August 7, 2020 meeting, awarded a contract to Clean Cut Landscape, Inc. for the Project in the amount of \$408,341.05. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the Council accept the Project.

BACKGROUND:

A final project inspection was conducted by the Engineering Department. Public Works Department staff also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" recorded. The work in general consists of furnishing all labor, materials, and equipment necessary to perform all operations for installing American with Disability Act

(ADA) compliant sidewalk, drive approaches, and curb ramps along Sunset Avenue from Schnoor Ave to Double Tree Way and Installation of Pedestrian Median Refuge from Pine Street to Willis Ave.

A map of the completed improvements is provided in attachment 2.

A final project inspection was conducted by the Engineering Department. Public Works Department staff also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the Council and a “Notice of Completion” recorded.

Three contract Change Order were processed. This change orders added construction of additional sidewalk along Sunset Avenue from Linden Street to Laurel Street to provide sidewalk gap closure on the north side of Sunset Avenue, replacement of lifted curb and gutter, utility adjustment delays from utility companies, time and material costs, and final balancing change order involving additives or deductive items based on the total worked performed versus the total quantity included in the bid item.

At the time of award, the sidewalk area along Sunset Avenue from Linden Street to Laurel Street was not included due to funding constraints. Fortunately, the City received additional Highway Safety Improvement Program (HSIP) funds from Caltrans in the amount of \$176,334 to be used for Project including contingencies, construction management and testing services at a maximum 90 percent HSIP funds with a minimum 10 percent local match. Staff determined the inclusion of the added sidewalk area would be the most logical and economical way to provide full connectivity of sidewalk along Sunset Avenue. Any contingency funds not used would be returned the awarding body. Therefore, maximization of funds occurs when all of the contingency funds are used.

The final progress payment, less the retention amount of five percent, has been processed. See Table 1 for a summary of contract costs.

Table 1: Project Summary

<i>Original Contract Amount</i>	<i>Total Change Orders</i>	<i>Total Construction Contract Cost</i>
\$408,341.05	\$63,428.23	\$471,769.28

The total cost of the Change Orders increased the cost of the project approximately 15.53 percent. The allowable contingency approved by Council at the time of award was 15 percent. Staff is requesting amending Resolution No. 19-129 to increase the allowable contingency by one percent from 15 to 16 percent to cover the added cost as a result of the Change Orders.

The construction project was completed within the contract time and available budget.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund.

Funding for the project is programmed in Fiscal Year 2018/19 budget to include Highway Safety Improvement Program (HSIP), Local Transportation Fund (LTF) and Measure T Environmental/Bike/Pedestrian Enhancement.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.6: Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project. Rejection of the Notice of Acceptance which will result in staff's inability to release retention funds and closing the Project.

ATTACHMENTS:

1. Resolution
2. Notice of Completion
3. Location Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN INCREASE IN THE CONSTRUCTION
CONTINGENCIES FOR THE SUNSET AVENUE SIDEWALK ANDSAFETY
IMPROVEMENTS PINE STREET TO DOUBLE TREE WAY, FEDERAL
PROJECT NO. HSIPL – 5157 (111), CITY PROJECT NO. R-66**

WHEREAS, on August 7, 2019 the City Council (Council) adopted Resolution No. 19-129 approving an agreement with Clean Cut Landscape, Inc. for the Construction of Sunset Avenue Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66, hereinafter referred to as “the Project”;and

WHEREAS, costs associated with other unforeseen conditions along with the additive change orders have surpassed the allowable contingencies cost; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2019/20.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.
3. An increase of Construction Contingencies of up to 16 percent as approved by the City Engineer is hereby authorized.
4. This Resolution is effective immediately upon adoption.

ATTACHMENT 2

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

Space above this line for Recorder's Use _____
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due \$-0-

NOTICE OF COMPLETION
Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Madera.
3. The full address of the undersigned is 205 W. 4th Street, Madera, CA 93637.
4. The nature of the title of the undersigned is: In fee Public Improvements
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

<u>Name</u>	<u>Address</u>
<u>N/A</u>	_____

6. A work of improvement on the property hereinafter described was completed on **05/20/2020**
7. The name of the original contractor, if any, for such work of improvement was:
(If no contractor for work of improvements as a whole, insert "none".)

Clean Cut Landscape, Inc.

8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

<u>Name</u>	<u>Address</u>
<u>N/A</u>	_____

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

SUNSET AVENUE SIDEWALK AND SAFETY IMPROVEMENTS PINE STREET TO DOUBLE TREE WAY
FEDERAL PROJECT NO. HSIPL-5157 (111), CITY PROJECT NO. R-66

10. The street address of said property is Madera City Limits
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

Keith Brent Helmuth, P.E.
City Engineer

The notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2020 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Alicia Gonzales
City Clerk

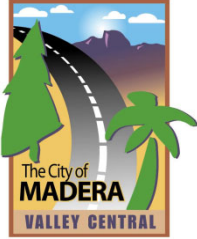
(Seal)

ATTACHMENT 3

Location Map

LOCATION MAP





REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to be "R. Sanchez".

Roger Sanchez, Director of Financial Services

A handwritten signature in blue ink, appearing to be "Arnoldo Rodriguez".

Arnoldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: D-5

SUBJECT:

Contract with Hinderliter, deLlamas & Associates (HdL) Companies to Provide Financial Consulting Services

RECOMMENDATION:

Adopt Resolutions:

1. Approving a contract with HdL Companies for sales, use, and transactions tax audit and information services, business license tax discovery, and business license tax audit services; and
2. Authorizing the examination of sales, use, and transaction tax records on file with the California Department of Tax and Fee Administration (CDTFA) by designated City officials and HdL Companies.

SUMMARY:

Staff recommends approval of a contract with HdL Companies for sales, use, and transactions tax audit and information services/business license tax discovery/business license tax audit services. Previously, the City contracted for similar services with Avenu Insights & Analytics (Avenu), formerly known as MuniServices, LLC. While the services offered by HdL and Muni are comparable, HdL has emerged as an industry leader with a robust reporting service and has earned a stellar reputation among other municipalities. There is an additional cost associated with the change from Avenu to HdL Companies of approximately \$2,400 annually.

DISCUSSION:

The primary services proposed in the contemplated agreement with HdL Companies are sales and use tax services, which include audit, recovery and continuous follow-up of the sales and use tax data. The objective is to identify and correct sales and use tax reporting errors. These errors are identified through thorough and complex analysis of ongoing data to determine discrepancies in reporting values by individual vendors and sectors, as well as monitoring the opening and closing of businesses that should

be reporting sales and use tax. The vendor will follow through on these identified errors by working with the California Department of Tax and Fee Administration (CDTFA) to correct and redirect the tax revenue to the City. In addition, included as part of these services, the vendor will provide sales tax projections that the City may utilize to prepare financial forecasts, annual budgets, and budget amendments.

Worth noting is that Section 7056 of the State of California Revenue and Taxation Code gives local agencies the ability to examine sales, use, and transactions tax records of the Board of Equalization, provided that the examination of confidential tax information is authorized by a resolution of the Council. The required resolution should permit "any duly authorized officer or employee of the city or other person designated by that resolution, to examine all of the sales or transactions and use tax records of the board pertaining to the ascertainment of those sales or transactions and use taxes to be collected for the city." Furthermore, the law restricts the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. The second resolution contemplated with this report designates the City's representatives who are authorized to perform such examination of records. If approved, the designated representatives will be:

- City Manager
- Director of Financial Services
- Any additional City personnel designated in writing by the City Manager
- HdL Companies

Background

Avenu has provided sales tax services for the City since 1995. They provide sales, use, and transaction tax audit and consulting services. The term of the contract is for 3 years beginning June 7, 2017, with automatic renewal for the subsequent 3-year term if neither party has canceled the contract.

Considering that the City has employed Avenu since 1995, staff begun to explore services provided by other vendors to ensure that services rendered met, or exceeded industry standards. More recently, as the COVID-19 pandemic grew, firms such as HdL hosted informational webinars and provided information to local jurisdictions, free of charge, to better understand the potential fiscal impacts of this global pandemic. Such information has proved invaluable as the City has attempted to quantify projected revenue decreases and forecast the City's financial position.

As part of its ongoing assessment process, staff requested a proposal from HdL and notified Avenu of its intent to not renew the contract when it expires June 7, 2020.

Proposed Agreement

Staff is recommending that Council entertain a three-year agreement with HdL. HdL currently serves 49 counties and 333 cities in California. This enables HdL to compile the most extensive database in the State. Thus, HdL has more access to data regarding misallocated revenue than any other company, aiding in the efficient recovery of such funds for local jurisdictions.

HdL is specialized in sales and use tax analysis and has exhaustive experience identifying and correcting "point of sale" allocation errors, misallocations, and other misreported sales transactions that result in recovered sales tax revenues for the City. Their specialized services include providing quarterly updates to the City through a confidential quarterly sales tax report that identifies changes in sales by major outlets, by category, and areas of growth. Additionally, HdL provides non-confidential quarterly news-

letters with economic and sales tax trends by major groups without disclosing confidential information. It should be noted that the confidentiality of information is governed by CDTFA through the California Revenue and Taxation Code, and any reports produced designated as confidential or non-confidential are designated as such in compliance with the Code.

The proposed services are comparable to existing services, albeit audit methods and techniques may differ. The proposal includes sales and use tax audit services, at a 15 percent contingency rate. The 15 percent is charged on sales and use taxes recovered on behalf of the City limited to a period of 8 consecutive quarters, which includes prior periods up to the time of discovery.

Similar to the current agreement, the proposal includes sales and use tax consulting services, which include a quarterly report on detailed sales tax information. The data provided in the report include sales tax producers, economic trends, legislation, and forecasts. The monthly rate for this service is \$500 (\$6,000 annually).

Additionally, the proposal includes the auditing and monitoring of the local sales tax Measure K. HdL will audit, monitor, report, and consult with the City on Measure K for an additional \$200 per month (\$2,400 annually) and a contingency fee of 25 percent on revenue recovered through audits and monitoring activities. This contingency fee is on a retroactive basis only, therefore limiting the fee.

The costs for each consultant are summarized in Table 1.

Table 1: Comparison Overview		
<i>Scope of Services</i>	<i>Avenu</i>	<i>HdL</i>
Sales and Use Tax Audit and Monitoring services	15%	15%
Sales Tax Analytics and Reporting	\$5,932.88	\$6,000.00 (subject to annual CPI adjustment)
Local Tax Auditing and Monitoring	Included above	\$2,400 (25% counting fee)
Business License Audits and Monitoring	32%	35%
Consulting Hourly Rates:		
Principal	\$200 per hour	\$325 per hour
IT Support	\$150 per hour	\$295 per hour
Senior Analyst	\$125 per hour	\$245 per hour
Analyst	\$100 per hour	\$195 per hour
Optional: Transaction Tax Audit/Monitoring	32%	35%

There is an additional cost of approximately \$2,400 per year associated with the change to HdL Companies. This cost is for Measure K sales tax auditing, monitoring, and reporting services.

Additionally, the proposed scope of services includes sales and use tax management services, which provides City staff access to the sales tax database, detailed quarterly reports to include top sales tax producers, legislative updates, budget projections, and continual monitoring. Consulting services include assisting City staff in maximizing sales and use tax revenue. Both of these services will include Measure K local sales tax.

Another service included is the auditing and monitoring of business license transaction tax revenue. This service includes the audit and review of businesses who are potentially out of compliance with the City's business license regulations. The consultant will charge a 35 percent contingency fee on all recovered revenue.

While the fees for HdL exceed those of Avenu, staff expects to receive optimum sales tax services and projections. HdL's team has extensive economic development, finance, and local government experience that allows them to analyze the City's revenue in detail and provide relevant, useful, and timely information and financial strategies. As a result, staff is recommending that the Council approve a contract with HdL.

FINANCIAL IMPACT:

The fiscal impact is not fully known at this time; however, there are additional fees of approximately \$2,400 annually. The contract will result in an increase in sales tax revenue by way of sales tax error corrections and business license compliance efforts. The fees noted as contingency fees will be paid from recovered revenues the City would not have otherwise received.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although approval of the item is not specifically addressed in the Vision 2025 Plan, the requested action will provide the City with analytical data and redirected sales and use tax revenue and enhanced business license revenue, assisting in achieving the Vision Statement of a well-planned City.

ALTERNATIVES:

Council may elect to not approve the contract and continue with Avenu or not retain sales and use tax consulting services.

ATTACHMENTS:

1. Resolution approving an agreement with HdL Companies
 - a. Exhibit A: Agreement for sales, use, and transactions tax audit and information services/business license tax discovery/business license tax audit services
2. Resolution authorizing the examination of sales, use, and transaction tax records on file with the California Department of Tax and Fee Administration by designated City officials and HdL Companies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH HINDERLITER, DE LLAMAS & ASSOCIATES (HdL) COMPANIES FOR SALES, USE AND TRANSACTIONS TAX AUDIT AND INFORMATION SERVICES/BUSINESS LICENSE TAX DISCOVERY/BUSINESS LICENSE TAX AUDIT SERVICES

WHEREAS, the City of Madera (City) is desiring to obtain services related to local tax compliance discovery and audit services; and

WHEREAS, HdL Companies is a consulting firm that provides such services ; and

WHEREAS, an agreement has been prepared between the City and HdL Companies that will provide the City with sales, use, and transactions tax audit services and information services, business license tax discovery, and business license tax audit services; and

WHEREAS, said agreement is in the best interests of the City and HdL Companies.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines, and orders as follows:

1. The above recitals are true and correct.
2. The Agreement with HdL Companies, a copy of which is attached to this resolution as Exhibit A, is approved.
- 4.
5. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS ON FILE WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION BY DESIGNATED CITY OFFICIALS AND HINDERLITER, DE LLAMAS & ASSOCIATES COMPANIES

WHEREAS, pursuant to Madera Municipal Code Section 8-2.04, the City of Madera entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and collection of the local sales and use taxes; and

WHEREAS, the City Council of the City of Madera deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use, and transactions tax records of the CDTFA pertaining to sales, use, and transactions taxes collected by the CDTFA for the City pursuant to that contract; and

WHEREAS, the City deems it necessary for authorized representatives of the City to examine confidential sales, use, and transactions tax records of the Board pertaining to sales, use and transactions taxes; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of CDTFA records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales, use, or transactions tax records of the CDTFA; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code requires that any person designated by the City shall have an existing contract to examine City's sales, use, and tax records.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY RESOLVES, FINDS, AND ORDERS AS FOLLOWS:

Section 1. That the City Manager, Director of Financial Services, or other officer or employee of the City designated in writing by the City Manager to California Department of Tax and Fee Administration (hereafter referred to as CDTFA) is hereby appointed to represent the City with authority to examine all of the sales, use, and transactions tax records of the CDTFA pertaining to sales, use, and transactions taxes collected for the City by the CDTFA pursuant to the contract between the City and CDTFA. The information obtained by examination of CDTFA records shall be used for purposes related to the collection of the City's sales, use, and transactions taxes by the CDTFA pursuant to the contract.

Section 2. That the City Manager, Director of Financial Services, or other officer or employee of the City designated in writing by the City Manager to the CDTFA, is also hereby appointed to represent the City with the authority to examine those sales, use, and transactions tax records of the CDTFA for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting

- (c) Community and economic development
- (d) Business license tax administration

The information obtained by examination of CDTFA records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, deLlamas & Associates Companies is hereby designated and authorized to examine all of the sales, use, and transactions tax records of the CDTFA pertaining to all sales, use, and transactions taxes collected for the City by the CDTFA.

The entity designated by this section meets all of the following conditions:

- a) has current access to the Bradley burns sales records;
- b) is required by that contract to disclose the information contained in, or derived from those sales, use, and transactions tax records only to an officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales and transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the City's sales, use, and transactions taxes by the CDTFA pursuant to the contracts between City and the CDTFA and for purposes relating to the governmental functions of City listed in Section 2 of this resolution.

Section 4. This resolution supersedes all prior sales, use, and transactions tax resolutions of the City adopted pursuant to subdivision (b) of the Revenue and Taxation Code Section 7056.

**AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX AUDIT AND
INFORMATION SERVICES / BUSINESS LICENSE TAX DISCOVERY /
BUSINESS LICENSE TAX AUDIT**

This Agreement is made and entered into as of the ____ day of _____, 2020 (the “Effective Date”) by and between the CITY OF MADERA, a municipal corporation hereinafter called (“CITY”), and HINDERLITER, de LLAMAS AND ASSOCIATES a California Corporation, hereinafter called (“CONTRACTOR”).

I. RECITALS

WHEREAS, sales, use and transactions tax (sometimes collectively referred to herein as “sales and use tax”) and business license tax revenues can be increased through a system of continuous monitoring, identification and correction of errors, and

WHEREAS, an effective program of sales and use tax and business license tax management will improve identification of economic opportunities; provide for more accurate revenue forecasting; and assist in revenue collections; and

WHEREAS, CITY desires the combination of database management, report preparation and analysis necessary to effectively manage its sales and use tax base; the recovery of revenues erroneously under-reported, allocated to other jurisdictions and allocation pools; and to maximize its financial and economic planning; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the sales and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR shall perform the following services (collectively, the “Services”):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1998-1999 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. CONTRACTOR shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall meet quarterly with CITY.
3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY’S sales tax trends by major groups, and geographic areas without disclosing confidential information.
4. CONTRACTOR shall make available to CITY staff CONTRACTOR’s web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of “point of sale” to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
3. CONTRACTOR shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.
4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

C. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
 - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all

transactions are conducted on-site within the Measure “K” CITY boundaries, and therefore subject to transactions tax.

- (ii) Review of any significant one-time use tax allocations to ensure that there are corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
 - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “K” Transactions Tax District.
2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY’s relations with the business community.
3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

D. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure “K” District boundaries holding a seller’s permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with

late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.
4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure “K” database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

E. CONSULTING AND OTHER OPTIONAL SERVICES

CONTRACTOR may, from time to time in its sole discretion, consult with CITY staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, CONTRACTOR may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

F. BUSINESS LICENSE TAX DISCOVERY

Enriched Data Portfolio / Lead Identification – Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL’s team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

Field Surveys – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

Exception Resolution – Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

Compliance Communication and Outreach – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

Business Support Center – HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll-free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

Business Support Center Online – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File*, businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Document Submission / Processing – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

Invoicing – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

Registry Update – Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Operations Management Component.

G. BUSINESS LICENSE TAX AUDITS

Analysis & Selection – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

Audit Notification & Scheduling – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable meet the audit date selected by the City all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL Audit Program will also focus on other compliance related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for 3rd parties.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining next step of the process.

Deficiency and Commendation Notification – Upon final review of the audit and analysis report businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures to prevent future errors and deficiencies. Businesses found compliant, will be sent a commendation letter thanking them for their compliance.

Invoicing & Collections – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

III. CONSIDERATION

- A. CONTRACTOR shall provide the sales tax and economic analysis Services described in Section II-A above for a fee of **\$500** per month, commencing with the month of the Effective Date (hereafter referred to as “monthly fee”). The monthly fee shall be invoiced quarterly in arrears and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the “CPI” for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the “CPI” shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by CONTRACTOR.
- B. CONTRACTOR shall be further paid **15%** of all new and recovered sales, use and transactions tax revenue received by the CITY as a result, in whole or in part, of the allocation audit and recovery services described in Section II-B above (hereafter referred to as “audit fee”), including without limitation, any reimbursement or other payment from any state fund and any point of sale misallocations.

1. The audit fee shall be paid even if CITY assists, works in parallel with, and/or incurs attorneys' fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration. CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of CONTRACTOR'S work in support of recovery of subject revenue, including, without limitation, copies of CDTFA 549-S petition forms of any other correspondence between CONTRACTOR and the Department of Tax and Fee Administration or the taxpayer.
 2. For any increase in the tax reported by businesses already properly making tax payments to CITY, it shall be CONTRACTOR's responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONTRACTOR's Services.
- C. CONTRACTOR shall be paid **\$200** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.
- D. CONTRACTOR shall invoice CITY for any consulting and other optional Services rendered to CITY in accordance with Section II-E above based on the following hourly rates on a monthly or a quarterly basis, at CONTRACTOR's option. All such invoices shall be payable by CITY no later than 30 days following the invoice date. CITY shall

not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	\$325 per hour
Programmer	\$295 per hour
Senior Analyst	\$245 per hour
Analyst	\$195 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY.

- E. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- F. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- G. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.
- H. Tax and Fee Administration Fee:
 - 1. Business License Tax Discovery **35%** of revenues collected
 - 2. Business License Tax Audit **35%** of revenues collected

IV. CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION

- A. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.
- B. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

1. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et.seq.
 2. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
 3. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
 4. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.
- C. Software Use. CONTRACTOR hereby provides authorization to CITY to access CONTRACTOR'S Sales Tax website if CITY chooses to subscribe to the software and reports option. The website shall only be used by authorized CITY staff. No access will be granted to any third party without explicit written authorization by CONTRACTOR. CITY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by CITY of said software, or any right of CITY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all CITY staff website logins shall be de-activated.
- D. Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in

CONTRACTOR's business, including without limitation: CONTRACTOR'S (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, CITY shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by CITY in connection with this Agreement. The obligations imposed by this Section IV-D shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section IV-D shall not apply to any information that is public information.

V. CITY MATERIALS AND SUPPORT

CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to provide any information or assistance that may readily be available such as business license records within the CITY and to provide CONTRACTOR with proper identification for contacting businesses. CITY further agrees to continue CONTRACTOR's authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR's name on the CITY resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and any audit fee owing to CONTRACTOR has been paid.

VI. LICENSE, PERMITS, FEES AND ASSESSMENTS

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the Services. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

VII. TERMINATION

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR may continue to perform Services through the

date of termination. Following termination of this Agreement, CITY shall continue to timely pay CONTRACTOR's invoices for Services performed and not paid for prior to termination. Anything to the contrary herein notwithstanding (and without limitation on the foregoing sentence), CITY shall continue to pay to CONTRACTOR the audit fee for tax payments received by CITY after termination of this Agreement from (i) state fund transfers for back quarter reallocations and the first eight consecutive calendar quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration; and (ii) businesses identified by CONTRACTOR pursuant to Section III-B-2 above, to the extent such businesses commence or continue to make increased tax payments during the first 24 months following termination of this Agreement.

VIII. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

IX. COOPERATIVE AGREEMENT

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The City of Madera shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

X. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

XI. INSURANCE

CONTRACTOR shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by CITY, CONTRACTOR

shall name the CITY as an additional insured on CONTRACTOR's comprehensive general liability policy and provide a Certificate of Insurance.

1. Worker's Compensation and Employer's Liability. In accordance with applicable law.
2. Comprehensive General Liability. Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
3. Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each accident.
4. Errors and Omissions. In addition to any other insurance required by this Agreement, CONTRACTOR shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.

XII. INDEMNIFICATION

With respect to losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the CITY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CITY).

CITY hereby agrees to protect, defend, indemnify, and hold CONTRACTOR free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from CONTRACTOR's performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by CONTRACTOR arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CONTRACTOR).

Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this paragraph. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the liability of CONTRACTOR or the CITY but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this paragraph.

XIII. IRREPARABLE HARM

CONTRACTOR and CITY each understands and agrees that any breach of this Agreement by either of them may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that such other party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

XIV. DISPUTE RESOLUTION

The Parties agree to make a diligent, good faith attempt to resolve any claim, controversy or dispute arising out of or relating to this Agreement or concerning the breach or interpretation thereof. If a dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, the parties agree to resolve the dispute pursuant to the following procedures. Each Party shall designate an authorized representative to negotiate the dispute and said representative will attempt to resolve the dispute by any means within their authority.

If the issue remains unresolved after thirty (30) days, the Parties will resolve any remaining dispute through (non-binding) arbitration. The non-binding arbitration process will provide for the selection by both Parties of a disinterested third person arbitrator within thirty (30) days. If the Parties cannot agree upon an arbitrator, then a single neutral arbitrator will be appointed pursuant to Section 1281.6 of the Code of Civil Procedure. The place of the arbitration shall be in Madera County, California. The arbitrator will follow the substantive

laws of the State of California, including rules of evidence, and the arbitrator’s decision will be supported by substantial evidence. The arbitrator will have no power, authority or jurisdiction to award any punitive or exemplary damages. The award will be made within six (6) months, and the prevailing Party will be entitled to an award of reasonable attorneys’ fees, CONSULTANT and expert witness fees, and any and all costs for services rendered to or for such prevailing Party. If non-binding arbitration does not result in settlement of the dispute within six (6) months, either Party may pursue other legal remedies for a determination of the dispute.

This provision is not intended to, nor shall it be construed to, change the time periods for filing any claim or action under Government Code Sections 900, et seq. This dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating litigation. By executing this Agreement, you are agreeing to the dispute resolution process described in this section and are giving up any rights you might possess to have the dispute litigated in a court or by jury trial.

CITY (initial)

CONSULTANT (initial)

XV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions). If any legal action is necessary to enforce or interpret this Agreement, the parties agree that such action shall be brought in the Superior Court for the State of California, County of Madera, or the U.S. District Court for the Eastern District of California. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

XVI. ATTORNEYS’ FEES

If any party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys’ fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys’ fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys’ fees reasonably incurred. “Prevailing

Party” shall mean and include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

XVII. SEVERABILITY; NO WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

XVIII. NOTICES

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 120 S. State College Blvd., Suite 200, Brea, CA 92821; and notices to CITY shall be sent to CITY OF MADERA, 205 W Fourth Street, Madera, CA 93637.

XIX. ENTIRE AGREEMENT; ETC.

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

XX. COUNTERPARTS; AUTHORITY TO SIGN

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

XXI. COMPLIANCE WITH ALL LAWS

Contractor shall comply with all local, state, and federal laws in the performance of this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in their behalf.

CITY:
CITY OF MADERA

City Manager

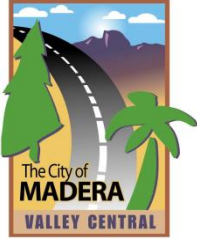
City Clerk

CONTRACTOR:
HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation

By: _____
Andrew Nickerson, President

APPROVED AS TO FORM:

City Attorney



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink that reads "Arnaldo Rodriguez". The signature is written in a cursive style and is positioned above a horizontal line.

Arnaldo Rodriguez, City Manager

Council Meeting of: May 20, 2020

Agenda Number: D-6

SUBJECT:

Contract with Hinderliter, deLlamas & Associates (HdL Companies) to Provide Consulting Services Relating to Regulatory Ordinance, Taxation Ordinance, and Related Regulations for Cannabis

This item will be a late distribution.