

**REGULAR MEETING  
OF THE MADERA CITY COUNCIL**  
205 W. 4<sup>th</sup> Street, Madera, California 93637

**NOTICE AND AGENDA**

**Wednesday, March 4, 2015  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

**ROLL CALL:** Mayor Robert L. Poythress  
Mayor Pro Tem William Oliver  
Council Member Charles F. Rigby  
Council Member Sally J. Bompreszi  
Council Member Andrew J. Medellin  
Council Member Donald E. Holley  
Council Member Derek O. Robinson Sr.

**INVOCATION:** Pastor Ron Giovanetti, Youth for Christ

**PLEDGE OF ALLEGIANCE:**

**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 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.

**PRESENTATIONS** Youth Art Education Month

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

B-1 Minutes – 2/04/15

B-2 Information Only – Warrant Disbursement Report

- B-3 Consideration of a Resolution Approving Amendment #2 to the Lease and Joint Use Agreement for Madera Community Center between the City of Madera and the Madera Unified School District and Authorizing the Mayor to Execute the Amendment to the Agreement on Behalf of the City (Report by Mark Etheridge)
- B-4 Request to Schedule Public Hearing for Appeal of the Planning Commission Denial of a Request to Modify a Conditional Use Permit (Report by Chris Boyle)
- B-5 Consideration of a Resolution Approving an Agreement with SHIFT3 TECHNOLOGIES, GEEKWISE ACADEMY, and/or HASHTAG, each divisions of BITWISE INDUSTRIES, INC., dba of BITWISE INDUSTRIES, INC. for Consulting, Software Development, and Implementation Services to Create a New Website for the City, Approving a Budget Appropriation, Authorizing the Mayor to Execute the Agreement, and Authorizing the City Administrator, or their Designee, to Approve Proposals and Scopes of Work as Contemplated in the Agreement (Report by Ted Uyesaka)
- B-6 Consideration of a Resolution Appointing Donald J. Holley, Donald Horal, and Richard Gould to the City of Madera Airport Advisory Commission (Report by Dave Randall)
- B-7 Consideration of a Minute Order Rejecting a Claim filed by Mark W. Coleman on behalf of Shirley Brocchini (Report by Wendy Silva)
- B-8 Consideration of a Resolution Approving the Award of Contract for the Highway Safety Improvement Program (HSIP) at Various Locations Federal Project No. HSIPL 5157 (084), City Project No. TS-18 in the Amount of \$239,542 to Avison Construction Inc., Authorizing Construction Contingencies of Up to 15% and Construction Inspection and Management of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the City and; Authorizing Amendments to the FY 2014/15 Budget for the Appropriation of Local Transportation Funds and Highway Safety Improvement Program (HSIP) Funds (Report by Keith Helmuth)
- B-9 Consideration of a Resolution Granting an Easement to Madera Irrigation District for an Irrigation Pipeline Located in Pine Street from Pecan Avenue to 370 Feet North of Independence Drive (Report by Keith Helmuth)
- B-10 Consideration of a Resolution Approving an Agreement with the Fresno Economic Opportunities Commission Local Conservation Corps (EOC) and the City of Madera for the Upcoming Waste Tire Amnesty Day Events in 2015, 2016, & 2017 (Report by Jim Taubert)
- B-11 Consideration of a Resolution Reappointing Kenneth Hutchings to the City of Madera Planning Commission (Report by Chris Boyle)
- B-12 Consideration of a Resolution of the City Council of the City of Madera Approving Assignment of a Ground Lease Agreement from Mark and Shauna Diaz to Lowell Merriam for Lease of Property Located at the Madera Municipal Airport (Report by Dave Randall)

**C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT**

- C-1 Public Hearing and Consideration of Introduction of an Ordinance Amending the Zone District of Specific Parcels in Order to Provide Consistency between the General Plan and Zoning, and Compliance with the Housing Element of the City's General Plan (Report by Chris Boyle)

C-2 Public Hearing and Consideration of a Resolution Approving a General Plan Amendment Changing the General Plan Land Use Designation from the MD (Medium Density) Land Use Designation to the LD (Low Density) Land Use Designation for Two Parcels Located in Proximity to the Intersection of West Pecan Avenue and Stadium Road (APN 012-460-001 and 012-480-009) (Report by Chris Boyle)

C-3 Consideration of Introduction of an Ordinance of the City Council of the City of Madera, California, Amending Section 17 of Chapter 2 of Title VIII of the Madera Municipal Code Pertaining to Sales and Use Tax (Report by Brent Richardson)

**D. WRITTEN COMMUNICATIONS**

D-1 Madera County Arts Council Funding Request and Request for Direction (Dianna Young Marsh) (Report by David Tooley)

**E. ADMINISTRATIVE REPORTS**

E-1 Consideration of a Minute Order Approving the Madera County Economic Development Commission 2015/2016 Annual Basic Service Level Budget (Report by Bobby Kahn)

**F. COUNCIL REPORTS**

**G. CLOSED SESSION**

There are no items for this section.

**ADJOURNMENT** – Next regular meeting March 18, 2015

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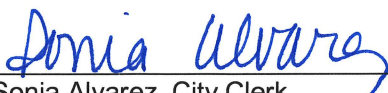
*Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4<sup>th</sup> Street, Madera, California 93637 during normal business hours.*

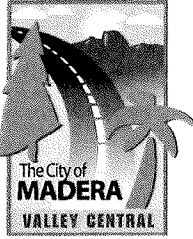
*The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least 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.*

*Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.*

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I, Sonia Alvarez, 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 March 4, 2015, near the front entrances of City Hall at 3:00 p.m. on February 27, 2015.

  
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Sonia Alvarez, City Clerk



**MINUTES OF A REGULAR MEETING  
OF THE MADERA CITY COUNCIL  
CITY OF MADERA, CALIFORNIA**

|                  |         |
|------------------|---------|
| Council Meeting: | 3/04/15 |
| Item:            | B-1     |
| Minutes:         | 2/04/15 |

**[Return to Agenda](#)**

**February 4, 2015  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

The regular meeting for 2/04/15 was called to order by Mayor Poythress at 6:00 p.m.

**ROLL CALL:**

**Present:** Mayor Robert L. Poythress  
Mayor Pro Tem William Oliver  
Council Member Sally J. Bomprezzi  
Council Member Andrew J. Medellin  
Council Member Donald E. Holley  
Council Member Derek O. Robinson Sr.

**Absent:** Council Member Charles F. Rigby

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Grant Administrator Daniel Abdella, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Procurement Services Manager Becky McCurdy, Planning Manager Chris Boyle, and Commander Dino Lawson.

**INVOCATION:** Chaplain Mike Unger, Madera Rescue Mission

**PLEDGE OF ALLEGIANCE:** Mayor Poythress led in the Pledge of Allegiance.

**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 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.

No comments were offered.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

B-1 Minutes – 12/17/14, 1/07/15

- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Consenting to a Short Sale for a HOME-Assisted First Time Homebuyer and Authorizing the City Administrator to Sign the Subordinate Lien Approval Letter (Report by Daniel Abdella)
- B-4 Consideration of a Resolution Appointing William Jacobsen and Nick Davis to the City of Madera Airport Advisory Commission (Report by Dave Randall)

Mayor Poythress asked if members of the Council would like to have any items pulled from the consent calendar for further discussion. No requests were made and Mayor Poythress announced that he would accept a motion for action.

**ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

**RES. NO. 15-22 A RESOLUTION OF THE CITY OF MADERA, CALIFORNIA CONSENTING TO A SHORT SALE FOR A HOME-ASSISTED FIRST TIME HOMEBUYER AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE SUBORDINATE LIEN APPROVAL LETTER**

**RES. NO. 15-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING WILLIAM JACOBSEN AND NICK DAVIS TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION**

**C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT**

- C-1 Public Hearing and Consideration of a Resolution Adopting a Negative Declaration Prepared in Accordance with the California Environmental Quality Act and Approving a Precise Plan for the Development of a Fifty-Four (54) Unit Multifamily Apartment Complex**

**And**

**Introduction of an Ordinance Rezoning 2.39-acres Located on the East Side of Emily Way at its Intersection with Joya Drive from the PD-3000 (Planned Development) Zone District to the PD-1500 (Planned Development) Zone District**

Planning Manager Chris Boyle stated the first public hearing item tonight will be a rezone, a precise plan, and a negative declaration which will cumulatively allow for the construction of a 54 unit apartment complex on 2.39 acres on the east side of Emily Way at its intersection with Joya Drive.

Mr. Boyle advised that currently the property is zoned a planned development, PD-3000, which allows for one unit for each 3,000 square feet. He noted that the property is in a high density general plan land use designation and the appropriate zoning designation would be PD-1500 which would allow for the property to have conformance with zoning in the general plan. He added that it would also provide for the construction of a 54 unit apartment complex as outlined through the conditions of approval for the precise plan. He noted this is a three story project which provides for 18 one bedroom, 18 two bedroom, and 18 three bedroom models along with a plethora, he would think, of amenities in the common areas including a swimming pool, a tot lot, barbeques, even a dog walk as proposed as a component of this apartment complex. He displayed a conceptual of the project provided by the applicant, minus the carports. He joked that they might add an urban forest as a component as depicted in the conceptual drawing noting however, that it does a pretty good job of giving them an outlook as to how the project would ultimately

construct. He commented that it is a market rate project that is in conformance with the general plan both in its quality and its scope.

Mr. Boyle advised that before the Council are two actions that are recommended by staff and the Planning Commission. The first action would be to adopt a resolution adopting a negative declaration and approving a precise plan for those 2.39 acres of property located on the east side of Emily Way at its intersection with Joya Drive. The second action would be to introduce an ordinance amending the official City of Madera zoning map to rezone 2.39 acres of property from the PD-3000 planned development zone district to the PD-1500 planned development zone district. Mr. Boyle offered to answer any questions the Council may have. He noted that the representative on this project is unable to be in attendance tonight due to personal circumstances. He commented that the representative wanted to express to the Council that they are in complete agreement with the conditions of approval as agreed upon at Planning Commission.

Mayor Poythress asked members of the Council if there are any questions for Mr. Boyle. No questions were asked and Mayor Poythress opened the public hearing.

Benjamin Penfield with McClure Enterprises stated they are the owner of the project and they do concur with all the conditions the Planning Commission gave them. He commented that their architect unfortunately couldn't make it due to a family emergency. He wanted to come and say that they are onboard to build a project.

Council Member Holley asked why they won't have carports.

Mr. Penfield responded that they are having carports. They couldn't put them on the plan and see the buildings but they are there. He stated it would kind of take away from the picture

Council Member Robinson asked if they are going to have solar on the carports.

Mr. Penfield responded that they are definitely thinking about that. He commented that it wasn't presented at the Planning Commission. That is something that they would have to bring back up because of the precise plan and noted that it is something they will be bringing up because he thinks they actually really want to do it. They are just trying to figure out how to do it and give the look that the City wants and be in compliance with the Planning Commission. He restated that they definitely are interested in doing that on every project they do. He added that it saves them money too so it makes a lot of sense.

Mayor Poythress asked if members of the Council have any other questions. No other questions were asked.

Mayor Poythress asked if there are any members of the public who wish to comment on this item. No other comments were made and Mayor Poythress closed the public hearing and brought it back to Council for action.

Mayor Poythress advised that they have two action items. The first item is a resolution and the second one is an ordinance. Mayor Poythress noted they will take them separately.

Mayor Poythress announced he would accept a motion for action regarding the resolution.

**ON MOTION BY COUNCIL MEMBER BOMPRESZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, RES. NO. 15-24 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

**RES. NO. 15-24                      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
ADOPTING A NEGATIVE DECLARATION AND APPROVING A PRECISE  
PLAN FOR 2.39 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF  
EMILY WAY AT ITS INTERSECTION WITH JOYA DRIVE**

Mayor Poythress asked the City Clerk to read title on the ordinance.

The introduction of an ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY COUNCIL MEMBER MEDELLIN, FURTHER READING WAS WAIVED, AND ITEM C-1, THE INTRODUCTION OF AN ORDINANCE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

**INTRO. ORD.                    AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 2.39 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF EMILY WAY AT ITS INTERSECTION WITH JOYA DRIVE FROM THE PD-3000 (PLANNED DEVELOPMENT) ZONE DISTRICT TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT**

**C-2      Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines**

City Attorney Brent Richardson advised this is another public hearing on three properties where there are delinquent fines. They are looking for confirmation of placing a lien on the property.

Mayor Poythress asked if members of the Council have any questions for Mr. Richardson. No questions were asked.

Mayor Poythress announced that this is a public hearing and asked if there are any members of the public who would like to comment on this particular item. No comments were made and Mayor Poythress closed the public hearing.

Mayor Poythress brought the item back to Council for action.

Council Member Bompreszi noted that there is actually one on Point West.

**ON MOTION BY COUNCIL BOMPREZZI, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-2, RES. NO. 15-25 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

**RES. NO. 15-25                    RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES**

**C-3      Consideration of a Resolution Approving a Labor Management Workers' Compensation Alternative Dispute Resolution Agreement Between the City of Madera and the Madera Police Officers' Association and Authorizing the City Administrator to Execute the Agreement**

Director of Human Resources Wendy Silva stated before the Council is an agreement that was negotiated between City staff and the Madera Police Officers Association (MPOA) to provide an alternative to certain pieces of the current worker's compensation system provided by the state.

Ms. Silva stated they mentioned the possibility of this back in June of 2014 when they made a presentation on all of their safety programs. She commented that they have worked with the MPOA and their representatives, the City had some representatives involved, and this is where they are at. Ms. Silva advised she would give a little background. She knows Mayor Pro Tem Oliver is new and he wasn't here

in June. She added that Council Member Rigby is out due to birth of new baby but they will get him caught up too.

Ms. Silva advised that the alternative dispute resolution (ADR) is a negotiated agreement between an employer and a recognized employee group. They have to officially be an employee group. It has to be started by the employee group. They had to send an application to the state requesting permission to negotiate this and they had to provide proof that they were a recognized bargaining unit. For example, unrecognized management employees would not have this option at this moment. She restated that it can only be with recognized bargaining groups. She commented that they may have heard this referred to as a carve out but in all of the legal terms it is an alternative dispute resolution process.

Ms. Silva commented that certain statutory benefits such as temporary disability, permanent disability, and medical treatment for the effects of an injury cannot be changed by the agreement. She noted that they are set by state statute and they can't touch them. They can't change the temporary disability rate. They can't say you know what, lets negotiate, we are only going to pay you 50% instead of two-thirds. She noted they cannot touch that because the state said no. She commented that they can't talk about those at all even though they would have a direct monetary benefit but it is off the table.

Ms. Silva displayed the list of items that can be negotiated. They did not include all of these in their agreement. She stated that basically the last three they did not include. The reason being, a light duty modified job or return to work program, they already have one. It is a citywide program. She commented that there is no point in negotiating something separate with a particular bargaining unit in this agreement. She advised that the citywide program works so there was no reason to include it at this point.

Ms. Silva referred to the vocational rehabilitation or retraining programs and commented that this would be a benefit enhancement. It is not necessarily currently provided under the state system. She commented that their goal was not to increase the amount of benefits, it was to improve the system that they have so they did not include that in their agreement. She stated that they can, in the agreement, specify sharing of the cost savings. They did not want to do that. What they talked to the bargaining units about are two things. One, it is hard to actually put a dollar value on it. They have to get some actuarial science in there because what they are doing is measuring what happens against what might have been so it is not an exact science. Number two, if they are spending less money on worker's compensation, which is their hope in the end, it is really at Council's discretion when it approves the budget where it spends its money. She noted that less happens to be spent here but where does that go? Does that go to personnel costs? Does that go to capital projects? Where does that go? She stated that decision should really be in the hands of the City Council not the four of them sitting around the table negotiating this agreement related to worker's compensation. She commented that they left those three out but they did include the rest.

Ms. Silva commented that the proposed agreement in front of them has a joint labor management committee. She advised that it will consist of two members of the Police Officers Association and two members of City staff that work with worker's compensation claims. She commented that their role will be to administer the agreement and basically manage the various pieces that she will be talking to the Council about.

Ms. Silva advised that the first piece is specialist referral. For example, if an officer is injured and needs to be referred to an orthopedist. They will have an approved list of specialists that they can be referred to and if the doctor wants to refer to someone not on that list, they have to get approval from their third party administrator. She commented that right now someone can go to whoever they want. She stated this helps them manage where the medical care is being provided. She commented that it is not an MPN, or Medical Provider Network, that they might hear. She mentioned that is something completely separate under the worker's compensation system. She stated this is an agreed upon list between the MPOA and the City that says these are the doctors that we both agree do a good job. They don't take people off necessarily. They provide complete reports. They have quick resolution. They have appointments available to actually see their people in a timely manner. She commented that the specialist referral will help them manage that medical portion as treatment is being provided.

Ms. Silva advised they will have, under this agreement, a process for an expedited medical dispute resolution process. She commented this would replace the existing AME/QME process. She stated that a lot of the claims, when she comes to the Council for settlement authority in closed session, they talk about the QME did the evaluation and this is how the report rated. Under the state system, to get to having that report in their hand, first the employee has to fill out a form and it is not an easy form to fill out. They have to submit it to the state and the state has to send them a list. She noted part of the process can take anywhere between six and eight weeks. Then the employee has to choose a doctor on the list, get an appointment which can take anywhere between normally three to nine months is what they are seeing depending on the specialty, and then they have to get the report back from the doctor. Those are supposed to be within a certain timeframe. If they don't happen, they can object and start all over but most of the time it is better to wait the extra two or three or four weeks to get the report because it takes so long to start over.

Ms. Silva commented that the process they will have in place through this agreement is that they have identified a medical dispute or they need to get to this type of appointment. The physicians have agreed to provide an appointment in 30 days and they have agreed to provide a report in 30 days so their maximum timeline is 60 days to get to resolution of the claim or any medical dispute. She advised that those agreements are already in place. She noted that because the intent is that the risk management association the City belongs to, other cities are hoping to do this as well, so what they did is they had the risk management authority enter into those contracts with the physicians so that any member of the risk management authority, City of Madera included, can utilize those contracts. She restated that they are already in place. They have signed on the dotted line. They have all of their insurance on file and they are ready to go. She added that they actually even stand alone, the way they wrote the contract, apart from the ADR so that if for some reason they can't get here, or you have a need for some other reason to have an expedited evaluation, they can still do that. Ms. Silva stated they are excited because they already used it once and it was worth it. She advised that there is a small premium. They pay depending on the type of evaluation. It is approximately between \$50 and \$100 extra to get the expedited report but when they are comparing a 60-day turnaround to a nine to twelve month turnaround for the total process, and they have someone out on temporary disability, \$50 is a drop in the bucket.

Ms. Silva commented that all medical dispute resolution under this agreement goes through these IME's that the joint labor management committee keeps on a list meaning both sides need to agree that they like this doctor. They have already gone through and vetted the physicians they want included. If there was a concern that they don't normally turn in timely reports they didn't include them. If there was a concern that they didn't normally have complete reports and you had to go back for supplemental reports, which takes time, they didn't include them. She commented that it was people that both sides of the table said yeah that is a good solid doctor, they do what they say they are going to do.

Ms. Silva advised that another piece they are including is mediation. She commented that mediation is available to both represented and non-represented employees. She stated that for some reason a lot of the existing ADR's only provide mediation to represented employees. She doesn't know why they wouldn't give it as an option to a non-represented employee. Why not give it to everyone because the intent is to expedite any legal dispute resolution that they can bring about. Ms. Silva stated that they can't require mediation but it is encouraged. She noted that the mediator list will once again be maintained by the joint labor management committee right now. She stated they are not proposing to just use, oh let's call the state mediation service. They have a commitment from two retired WCAB presiding judges that are well liked by both labor and management as understanding the system, making sound decisions that make sense, understanding case law and worker's compensation, and they have committed that they would be willing to act as mediators for this type of program. She stated it is people that know the system. They are not having to explain to them case law or anything like that. They are established in the system. They really think that this will help with a lot of their legal disputes and keep them out of the prolonged process of trying to get something in front of the worker's compensation appeals board. Ms. Silva stated that employees or the City can still go to the WCAB if they don't feel that their legal dispute was resolved through mediation but she would bet that most of the time, especially with the mediators

that they are going to be proposing, it is going to be resolved at mediation. There won't be a need to go the WCAB.

Ms. Silva stated that the final piece is a little bit smaller piece, nurse case management. Under the current state system, the employer can decide to assign a nurse case manager but the employee has no authority to request it. She stated that most of the time as soon as they request it they are going to approve it but basically the agreement says, you know what either side can request it. She commented that nurse case managers basically work, if there is more than one doctor involved, or there is some surgery, or there is some specialist, they are helping the employee understand what is going on. They are calling the officer to see what they need to help expedite it, make sure that when they get to the day of surgery, they are saying you know we never got that MRI so we can't do it. They make sure everything is in place so this basically just says, you know both sides can request it and we have a list of people that we like and the joint labor management committee maintains that.

Ms. Silva referred to the anticipated outcomes from the agreement as stated, they expect to reduce the time to resolve medical disputes. What this will translate to is a reduction in the exposure to temporary disability benefits and specifically for police officers the Labor Code 4850 benefit which is full salary replacement as opposed to two-thirds replacement. She stated it will hopefully reduce the time an employee may be assigned to modified duty because sometimes what they have are work restrictions from a local treating physician but they can't get to that permanent point until they get that final evaluation. Now they have their IME process. They can get resolution within 60 days so they don't have them not working full capacity. She stated that the intent is also to reduce frustration. She commented that employees get frustrated with the current system because they feel that somehow the City is slowing them down but they are trying to work in the established system. She noted this will provide for faster resolution and hopefully just help everyone understand that we are not out trying to keep you from "getting something." We are trying to help you. We are trying to get fast resolution and we are trying to move things forward.

Ms. Silva commented that they are hoping for a reduction in time to resolve legal disputes through the use of mediation. Instead of having to wait on the WCAB, for example, they had a motion to quash on a subpoena filed probably at least six months ago and they still haven't even looked at it. She noted that it is backed up the same as every other system. Also, increased control of the medical process especially through the approval process that is proposed for the referral list.

Ms. Silva stated that is the proposed agreement, their anticipated outcomes. Staff recommendation at this point is that Council approves the agreement. At that point it would be sent to the state. They have to approve it. Once they approve it, it would become final and implemented. Ms. Silva offered to answer any questions.

Mayor Poythress commented that it was a great presentation.

City Administrator David Tooley stated he thinks it is important to acknowledge and express thanks to the MPOA for their willingness to engage in problem solving. This is something that serves both their interests, their ability to keep police officers on the street, and the City's ability to pay for services. They need to thank them for their willingness to engage in a problem solving process.

Mayor Poythress commented that if there are no questions for Ms. Silva or clarification then he will consider a motion for action on the subject resolution.

**ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-3, RES. NO. 15-26 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

**RES. NO. 15-26                    A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY**

**OF MADERA AND THE MADERA POLICE OFFICERS' ASSOCIATION AND  
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE  
AGREEMENT**

**C-4 First Reading and Consideration of Introduction of an Ordinance Amending  
Section 7 of Chapter 9 of Title I of the Madera Municipal Code Pertaining to Notice**

City Attorney Brent Richardson commented that this item deals with their administrative citation process. Currently the administrative citation process requires a notice of violation be issued when there is a violation of the Municipal Code. Thereafter citations can be issued based on that notice. He added that the code also allows that subsequent citations for that same violation do not need a new notice of violation. In other words, every citation doesn't need a new one however, currently it has a catch that wreaks a little bit of havoc with their vehicle abatement and that is that it has to be in the same location. What they are finding is that essentially people are learning to game the system. The abandoned vehicles identified and notice of violations issued are having it in a certain place and then it moves about ½ a block to a couple of blocks, same car, same violation, same owner but now they have gamed the system and require new notice of violation. He noted it is a little loophole in the system. Basically what this does is remove the same location language but then adds in the word related. In other words if it is the same owner, the same vehicle, the same violation, then they could still dispense with another notice of violation and just issue the citation. Hopefully that will end some frustration due to a loophole that kind of keeps them from enforcing some of the abandoned vehicles that are out there in the City. Mr. Richardson offered to answer any questions.

Mayor Poythress asked if there are any questions for Mr. Richardson. No questions were asked and Mayor Poythress asked for reading of title.

The introduction of an ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER OLIVER,  
FURTHER READING WAS WAIVED, AND THE INTRODUCTION OF AN ORDINANCE WAS  
ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

**INTRO ORD. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, AMENDING SECTION 7 OF CHAPTER 9 OF TITLE I OF THE  
MADERA MUNICIPAL CODE PERTAINING TO NOTICE**

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

**E-1 Consideration of the City of Madera Investment Report for the Quarter Ending  
December 31, 2014 for Approval and Acceptance**

Director of Financial Services Tim Przybyla stated since they have some new Council Members and this is only the second investment report that he has given, he thought he might just walk through it with Council and discuss it in a little bit of detail. He advised that basically there are two purposes of this report, which in the future will probably just be a consent calendar item, but the purposes are to submit the quarterly report and second for him to certify that the investment actions are in compliance with their policy.

Mr. Przybyla advised that in the report it shows the comparison between the last quarter which was September 30, 2014 and the quarter being reported upon now which is 12/31/14. They can look at the pie chart and see that there is a pretty big increase in the orange piece of the pie and he mentioned in the report that is the interest bearing accounts, basically cash. He advised the reason that increased from

last quarter was they had \$3 million of the five year treasuries that got called right towards the end of the month. They didn't have time to replace them but then in January they quickly replaced them. He referred to the weighted average yield and noted that for the quarter ended in September was 1.21%. It has gone down this quarter to 1.14% but they are still well above the benchmark for the one year treasury and the two year treasury. They are doing well and as the older investments drop off they will probably continue to see lower yields coming off. If they bought something five years ago and it was earning 4%, as those things drop off their rates are going to go down.

Mr. Przybyla noted that in the report they will see that it shows all of the items now that are in compliance and advised that all the yeses are good things. He commented that there is a distribution of the maturity range. It shows them how long it will be for the different investments to mature. They can see 27% is zero to one month and that includes the cash investments basically. He stated a good chunk of that would be because of the U.S. Treasuries that were called. They will see that for three to five years they are only at about 15% between the two. Previously, in November of 2014, they changed the investment policy. They used to have a 20% limit for maturities of more than three years. At that time he mentioned that some of their five year investments weren't actually five year investments. They were callable step up CD's they knew would get called. They can see that in December \$3 million of those got called so they weren't actually five year treasuries. They were anticipating that they would get called and they did. He noted that it is good that they took that limit out so they can earn more interest. He looked at today's rates and LAIF is earning 0.22% to 0.26% projected and they are earning 1.14% on their investments. He commented that a lot of cities just put their money in LAIF because it is easy but they could actually earn more money by leaving their money in the bank because they get 0.3% against their bank charges if they leave it in there. He noted that sometimes they do leave quite a bit of money in the bank just because they are earning a decent amount of interest just against their banking fees.

Mr. Przybyla commented that he thinks the reports are self explanatory. He noted that if Council Members have any questions about these reports they can give him a call or contact him after the meeting. He advised this is a quarterly report and he has certified herein that the City of Madera's investments are within compliance. Mr. Przybyla recommended that the Council approve and accept the City of Madera investment report for the quarter ended December 31, 2014 as presented.

Mayor Poythress asked if there are any questions for Mr. Przybyla. No questions were asked.

Mayor Poythress commended Mr. Przybyla on a great report and added that the way it is presented it is very simple to see where the investments are and the durations, average returns and so forth.

**ON MOTION BY COUNCIL MEMBER BOMPRESZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE MOTION TO APPROVE AND ACCEPT THE CITY OF MADERA INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2014 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.**

#### **F. COUNCIL REPORTS**

Council Member Robinson reported that today he attended the Fresno Pacific groundbreaking for the AIMS Center. He commented that the center will work with teachers enrolled in the MATH and STEM Program which is science, technology, engineering, and mathematics education. He advised that it is a graduate program at Fresno Pacific University and it will help to expand STEM education in the central valley. He commented that the AIMS Education Foundation has pledged \$5 million to launch the AIMS Scholar Program that will fund scholarships awarded to up to 30 students enrolled in the graduate program every year with an estimated class enrollment of up to 90 students in three years. He added that new students will be added every year as students graduate from the program. He commented that math and science skills are required for jobs across many different industries. Examples are photography, nutrition, medicine, architecture, animation, video game design, aeronautics, and forensic science. He stated so it is one and a half million jobs coming up.

Mayor Poythress commented that is nice and those are some good education opportunities. He added that is privately run on the campus of Fresno Pacific he believes.

Council Member Bompreszi reported that she had the privilege of attending Civics Day. She thanked City staff for taking their Boy Scouts on their trip to the City. Council Member Bompreszi noted that she had to get back to a meeting. She added that Council Member Holley and Mayor Pro Tem Oliver were also there, and it was a nice luncheon.

Mayor Poythress asked if it is the 89<sup>th</sup> year.

Council Member Bompreszi responded that it is the 90<sup>th</sup> year and they received a commemorative coin.

Council Member Bompreszi reported that she attended the San Joaquin Valley Air Pollution Control District Governing Board meeting last week. She commented that it was brought up that the City's rep to the Environment of Justice Advisory Group hasn't been attending the meetings. She has never heard of the name they mentioned, Michelle Garcia, who is an at large representative. She stated that usually Don Horal was the City's rep. She added that this was probably a county appointment. She advised that it used to be called the Advisory Council and now it is EJAG. She told them she would bring it up and see if anybody knew who she was.

City Administrator David Tooley advised that staff would do a little research and provide some information.

Mayor Poythress commented that Council Member Rigby is not here but his father, grandpa, is in the audience and congratulated him.

Council Member Holley congratulated Mr. Rigby on his grandchild. Council Member Holley stated he just had a new great-grandson born last weekend, 9 lbs 3 oz, 20 inches long.

Council Member Holley reported that last Friday he attended Sierra Vista Elementary and he was able to watch over 40 kids receive awards from all grade levels. He commented that it was really exciting to be able to hand these children an award for their academics. They have some future council members, employees that will be coming their way a few years from now but that was exciting.

Council Member Holley commented, like was mentioned, they attended Civics Day this morning for the Boy Scouts. He commented that 90 years is a long time to be a part of that. He thanked City staff again for taking their young men and bringing them over here.

Council Member Holley stated he and Council Member Robinson will be honored this Saturday evening at the African American Cultural Museum Banquet to be held at the Golden Palace located off of Clinton. He wants everybody to know that good things are happening for the City of Madera that they are honoring two of their Council Members as trailblazers. In other words they say they are paving the road for other African Americans which makes him feel good that they are doing something.

Council Member Holley announced that Sierra Vista School is having a big community meeting tonight to talk about how Madera Unified School District is going to spend the \$30 million they will receive for the school district. They are having a planning meeting at the school. There will be another meeting on the 17<sup>th</sup>.

Council Member Holley reported that next Friday he will be in Reno celebrating his birthday. He is 65 and he is not ashamed. He commented that he looks better than the rest of them. He thanked everyone for all their support over the years for him and Derek and they appreciate it.

Mayor Poythress thanked Council Member Holley for working at Sierra Vista and added that is a great investment. He added that Council Member Holley is the original adopt a school guy.

Council Member Holley commented that he started there in 1955.

Council Member Medellin reported that he was contacted by a concerned citizen over issues in their parks specifically, there was crime and some other issues. He along with Mary Anne Seay and Hector Sanchez from Parks, and Chief Frazier, met with the young lady who was concerned. He appreciates the fact that she was willing not just to file a complaint but actually meet with them. After the hour or so long meeting they recruited somebody who is willing to step forward and do something about it not just file a complaint. He commented that Chief Frazier and Ms. Seay were excellent in letting her know of City services. He added that the Chief sent her an application for the Police Academy and he thinks she wants to join the Citizen's Academy as well so they can enlighten her on just what it takes to maintain a park. He commented that there were some fantastic numbers by Commander Lawson that the crime numbers in all of their parks are actually down from years past and that they are doing everything in their power to make sure that not only this person but everybody is safe. They sent the message back to her that the City is very big on neighborhood watch meetings and they invited her and her 286 friends that happened to support her to the park or wherever she would like. They can meet with City staff and they would be happy to share with them the same partnership and they encourage that partnership here in town with the citizens to help each other and be the eyes and ears. He stated that it was a great meeting and he wanted to thank them, as well as Mr. Sanchez, for meeting with her and once again sharing just what it takes to run a park, to keep everybody safe in this town.

Mayor Pro Tem Oliver stated that speaking of neighborhood watch organizations, last night, he along with Mayor Poythress and Council Member Holley attended a neighborhood watch leader meeting. There were over 40 people in attendance. He noted that it was a true success with a lot of great discussion, some good questions being asked, and a lot of folks really interested in continuing to move the ball forward. He commented that it was certainly a testament to staff's and the community's hard work in the neighborhood. He thanked staff.

Mayor Pro Tem Oliver reported that last week he attended the Coalition for Community Justice Interfaith Intercultural event. He commented that it was their 19<sup>th</sup> anniversary. He added that Council Member Holley was there as well. He believes there were over 70 faiths and cultures represented that night. They had a tremendous turnout. He had a great deal of fun. He offered, next year, to set up a table to showcase his family's Basque roots. He is excited for the 20<sup>th</sup> anniversary. He noted that it has been a good week.

Council Member Holley reported that he met with Mayor Poythress, the attorney, the Housing Authority, and Mr. Tooley over some things that Fresno Housing Authority was talking about. They are trying to come in and do something with Madera Housing. He wanted to share with Council that they had a discussion on that. If they hear about it, they should talk to the attorney about it and they can deal with them there.

Mayor Poythress reported that today he and Council Member Medellin attended the Economic Development Commission Executive Committee meeting. They really only had one item of business which was to approve a letter of support for some transmission lines for PG&E. He stated that somehow the meeting lasted for 45 minutes. He is not sure how.

Mayor Poythress reported that on January 23<sup>rd</sup> he attended his first meeting as a member of the Road Charge Technical Advisory Committee. He commented that it is a statewide committee made up of 15 people appointed by the California Transportation Commission. He represents the San Joaquin Valley and the purpose of this particular committee is to develop a plan to be implemented on 1/01/17 for a pilot program for road charge to study it. He thinks they have looked at tax on gasoline as being really not a level playing field these days because a lot of the cars are electric and they are getting higher mileage, and just all kinds of factors. He stated that it looks like Washington and Oregon are going to be implementing a road charge when driving. He thinks it is 1 ½ cents per mile so for every 10,000 miles it would be about \$150. He restated that they had their first meeting. They will be meeting once a month all around the state. He noted that the heavy lifting is going to be done this year and then next the plan is going to be developed and then again a pilot program presented. They are charged with having that out

there on the street on 1/01/17. Mayor Poythress added that he would appreciate any input staff may have in regards to this particular item. He commented that he is also chairing the Regional Policy Council, which is an eight county region, and he has asked for their support and input. He advised that in April or May the meeting is going to be here in the central valley and he thinks it is going to be in Fresno. That will give folks a chance to show up and provide some input.

Council Member Holley reported that tomorrow he will be attending the ADA meeting in Clovis. He commented that Senator Berryhill will be speaking on ADA compliance. There are some new ADA laws that passed. He will report more after that.

**G. CLOSED SESSION**

There are no items for this section.

**ADJOURNMENT**

The meeting was adjourned by Mayor Poythress at 6:48 p.m.

**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.

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SONIA ALVAREZ, City Clerk

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ROBERT L. POYTHRESS, Mayor

City of Madera

|                    |               |
|--------------------|---------------|
| Council Meeting Of | March 4, 2015 |
| Agenda Item No.    | B-2           |

Memorandum To: The Honorable Mayor,  
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 3/4/2015

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

February 6, 2015 to February 19, 2015

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

|                  |                              |    |              |
|------------------|------------------------------|----|--------------|
| General Warrant: | 198392-198510                | \$ | 1,296,359.08 |
| Wire Transfer    | Union Bank Payroll and Taxes | \$ | 515,189.18   |
| Wire Transfer    | SDI                          | \$ | 1,548.56     |
| Wire Transfer    | Cal Pers                     | \$ | 154,252.77   |

Respectfully submitted,



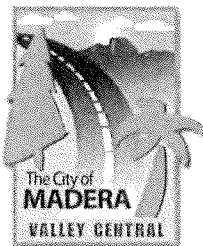
Tim Przybyla  
Financial Services Director

CITY OF MADERA  
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT  
February 23, 2015

| CHECK  | PAY DATE  | ISSUED TO                                           | DESCRIPTION                              | AMOUNT     |
|--------|-----------|-----------------------------------------------------|------------------------------------------|------------|
| 198392 | 2/12/2015 | AT&T                                                | 12/14 SVS 5596733707774                  | 152.69     |
| 198393 | 2/12/2015 | ALL VALLEY ADMINISTRATORS                           | MEDICAL & CHILD CARE EXPENSE 2/13/15 PR  | 749.53     |
| 198394 | 2/12/2015 | AMERICAN BUSINESS MACHINES                          | PRINTER MAINTENANCE JANUARY 2015         | 1,809.62   |
| 198395 | 2/12/2015 | ARAMARK UNIFORM SERVICES                            | 01/15 UNIFORM SERVICES                   | 2,377.59   |
| 198396 | 2/12/2015 | AVISON CONSTRUCTION, INC                            | PROGRESS PMT #1 (12/15/14- 01/31/15)     | 404,177.03 |
| 198397 | 2/12/2015 | THE ARC FRESNO                                      | CITY CAN ORDERS JANUARY 2015             | 2,960.90   |
| 198398 | 2/12/2015 | BIG BROTHERS BIG SISTERS                            | CALGRIP GRANT YR 2 10/1/14- 12/31/14     | 9,446.25   |
| 198399 | 2/12/2015 | BRIDGE STORE                                        | ALTERNATIVE PAY STATION SVS FOR DEC 2014 | 649.00     |
| 198400 | 2/12/2015 | CENTRAL VALLEY PRESORT                              | 1/15 AR STATEMENTS                       | 6,031.25   |
| 198401 | 2/12/2015 | CITY OF CHOWCHILLA                                  | CALGRIP HOURS 4TH QTR                    | 20,216.81  |
| 198402 | 2/12/2015 | CNA SURETY                                          | BOND PREMIUM                             | 3,500.00   |
| 198403 | 2/12/2015 | COLONIAL LIFE & ACCIDENT INSURANCE CO               | E700482-3 FOR 02/11/15 PAYROLL           | 1,100.57   |
| 198404 | 2/12/2015 | COMCAST                                             | ADC COMCAST/INTERNET                     | 98.93      |
| 198405 | 2/12/2015 | CREATIVE COPY                                       | NOTE CARDS FOR COUNCIL USE               | 258.33     |
| 198406 | 2/12/2015 | ARNOLD KATIE                                        | Utility Billing Deposit Refund           | 61.32      |
| 198407 | 2/12/2015 | PAOLINELLI KIRK                                     | Utility Billing Deposit Refund           | 40.41      |
| 198408 | 2/12/2015 | HOPKINS BRANDON AND MARI JO                         | Utility Billing Deposit Refund           | 44.26      |
| 198409 | 2/12/2015 | CRUZ MARIO                                          | Utility Billing Credit Refund            | 81.39      |
| 198410 | 2/12/2015 | HUGAIS YEASIR                                       | Utility Billing Credit Refund            | 178.57     |
| 198411 | 2/12/2015 | BARBOZA RODOLFO                                     | Utility Billing Deposit Refund           | 14.43      |
| 198412 | 2/12/2015 | VALDIVIA MICHAEL                                    | Utility Billing Credit Refund            | 62.10      |
| 198413 | 2/12/2015 | AGUIRRE ANTONIO DE JESUS                            | Utility Billing Credit Refund            | 213.74     |
| 198414 | 2/12/2015 | MORALES BAZANTE BONIFACIA                           | Utility Billing Credit Refund            | 219.72     |
| 198415 | 2/12/2015 | PESTORICH HOLDINGS C/O KEVIN GORNY                  | Utility Billing Credit Refund            | 150.26     |
| 198416 | 2/12/2015 | SANTA CRUZ AUTO OR CITY OF MADERA C/O CLAUDIO CORTE | Utility Billing Credit Refund            | 557.61     |
| 198417 | 2/12/2015 | BURGESS MATTHEW                                     | Utility Billing Credit Refund            | 137.00     |
| 198418 | 2/12/2015 | DIAZ ESTELLA                                        | Utility Billing Deposit Refund           | 12.70      |
| 198419 | 2/12/2015 | MCCANTS CHRISTINA                                   | Utility Billing Credit Refund            | 14.72      |
| 198420 | 2/12/2015 | MARTINEZ RITA                                       | Utility Billing Credit Refund            | 72.29      |
| 198421 | 2/12/2015 | CASTRO WENDY                                        | Utility Billing Credit Refund            | 76.20      |
| 198422 | 2/12/2015 | LAWSON, DINO                                        | PER DIEM CPCA SYMPOSIUM                  | 213.00     |
| 198423 | 2/12/2015 | JAKUSZ PROPERTY MAINTENANCE                         | JANUARY 2015 MONTHLY MAINTENANCE         | 270.00     |
| 198424 | 2/12/2015 | FBINAA CALIFORNIA CHAPTER                           | LAX SHOOTING DEBRIEF TRAINING            | 50.00      |
| 198425 | 2/12/2015 | FRAZIER, STEVE                                      | PER CIEM CPCA SYMPOSIUM                  | 213.00     |
| 198426 | 2/12/2015 | FRESNO COUNTY TREASURER                             | WATER SAMPLES                            | 2,646.00   |
| 198427 | 2/12/2015 | FRESNO COUNTY ECONOMIC OPPTY. COMMISSION            | SR SUPPLIES- KITCHEN                     | 83.10      |
| 198428 | 2/12/2015 | FRESNO TRUCK CENTER                                 | AXLE REPAIRS #3001                       | 436.45     |
| 198429 | 2/12/2015 | GEIL ENTERPRISES, INC.                              | JANITORIAL SERVICE                       | 25.00      |
| 198430 | 2/12/2015 | HARBISON INTERNATIONAL INC.                         | SURVEYING ST 14-05                       | 13,269.00  |
| 198431 | 2/12/2015 | HERTZ EQUIPMENT RENTAL                              | WATER TRUCK RENTAL                       | 1,597.94   |
| 198432 | 2/12/2015 | JSL CONSTRUCTION INC.                               | PMT #4 & FINAL- 999 SAN BRUNO AVE        | 10,270.43  |
| 198433 | 2/12/2015 | JOHN DEERE LANDSCAPES, LLC                          | HERBICIDE                                | 644.55     |
| 198434 | 2/12/2015 | JOHNSON REAL ESTATE APPRAISAL                       | APPRAISAL- 999 SAN BRUNO AVE             | 150.00     |
| 198435 | 2/12/2015 | KAISER FOUNDATION HEALTH PLAN                       | CITY MEDICAL KAISER FEBRUARY 2015        | 121,448.34 |
| 198436 | 2/12/2015 | KRAZAN & ASSOCIATES INC                             | PROF CONCSTRUCTION SVS PROGRESS PMT #2   | 1,850.00   |
| 198437 | 2/12/2015 | LEXISNEXIS                                          | CURRENT PERIOD CHARGES JANUARY 2015      | 274.00     |
| 198438 | 2/12/2015 | LINCOLN AQUATICS INC.                               | CHLORINE FOR POOL                        | 1,407.62   |
| 198439 | 2/12/2015 | CITY OF MADERA                                      | FEBRUARY WATER/TRASH                     | 115.35     |
| 198440 | 2/12/2015 | CITY OF MADERA                                      | FEBRUARY UTILITIES 999 SAN BRUNO AVE     | 64.18      |
| 198441 | 2/12/2015 | CITY OF MADERA                                      | FEBRUARY UTILITIES 1990 TANGERINE AVE    | 63.02      |
| 198442 | 2/12/2015 | MADERA CLEANERS & LAUNDRY                           | FLOOR MAT SERVICE                        | 32.30      |
| 198443 | 2/12/2015 | KEISER, ALICIA                                      | REIMB FOR MEALS/PARKING FEES AT BATI     | 60.77      |
| 198444 | 2/12/2015 | MADERA TRIBUNE                                      | CDBG REVIEW AD                           | 338.40     |
| 198445 | 2/12/2015 | MID VALLEY DISPOSAL INC.                            | WASTE DISPOSAL SVS DECEMBER 2014         | 283,368.69 |
| 198446 | 2/12/2015 | MOY & ASSOCIATES                                    | JANUARY 2015- TRANSIT MANAGER            | 7,708.71   |
| 198447 | 2/12/2015 | WILLDAN FINANCIAL SERVICES                          | ADMIN SVS NOVEMBER 2014                  | 786.78     |
| 198448 | 2/12/2015 | N.P.C.-ORCHARD TRUST COMPANY                        | PLAN #340227-01 FOR 02/11/15 PAYROLL     | 5,666.58   |
| 198449 | 2/12/2015 | N.P.C.-ORCHARD TRUST COMPANY                        | PLAN #340227-02 FOR 02/11/15 PAYROLL     | 1,772.54   |
| 198450 | 2/12/2015 | PACIFIC GAS & ELECTRIC                              | 01/15 SVS 3533032414-2                   | 107,500.53 |
| 198451 | 2/12/2015 | P G AND E                                           | 01/15 SVS 5225647713-5                   | 794.22     |

|        |                                                 |                                          |            |
|--------|-------------------------------------------------|------------------------------------------|------------|
| 198452 | 2/12/2015 SOL-TEK                               | REFUND OF PERMIT                         | 152.72     |
| 198453 | 2/12/2015 PRICE PAIGE AND COMPANY               | PROFESSIONAL SVS PERIOD ENDING 01/31/15  | 1,817.00   |
| 198454 | 2/12/2015 RICHARDSON, BRENT                     | PER DIEM LOCC SPRING CONFERENCE          | 202.06     |
| 198455 | 2/12/2015 RINCON CONSULTANTS, INC.              | CLIMATE ACTION PLAN                      | 5,728.09   |
| 198456 | 2/12/2015 SIMPLEXGRINNELL                       | IT ROOM FIRE EXT MATERIAL RECHARGE       | 138.28     |
| 198457 | 2/12/2015 STATE WATER RESOURCES CONTROL BOARD   | WATER DISTRIBUTION CERT- BOTWRIGHT D3    | 90.00      |
| 198458 | 2/12/2015 TESEI PETROLEUM INC.                  | FUEL CHARGES 01/21/15- 01/31/15          | 10,787.63  |
| 198459 | 2/12/2015 THYSSENKRUPP ELEVATOR CORPORATION     | YOUTH CENTER ELEVATOR SERVICE            | 234.36     |
| 198460 | 2/12/2015 UNITED RENTALS, INC                   | BREAKER RENTAL                           | 603.06     |
| 198461 | 2/12/2015 URBAN RESTORATION GROUP               | BRICK                                    | 248.12     |
| 198462 | 2/12/2015 US BANK CORPORATE PAYMENT SYSTEMS     | 01/15 CAL-CARD CHARGES                   | 102,417.38 |
| 198463 | 2/12/2015 VILLA GARDENING SERVICE INC           | JANUARY GARDENING SVS- ACCORNERO PARK    | 275.00     |
| 198464 | 2/12/2015 WARD, MARVIN                          | PER DIEM BACKFLOW TESTER EXAM            | 139.78     |
| 198465 | 2/12/2015 WECO WELDING, PAINT, SUPPLIES & EQUIP | CO2 FOR POOL                             | 83.70      |
| 198466 | 2/12/2015 WEST COAST ARBORISTS, INC.            | STREET TREE MAINTENANCE CREW RENTAL      | 7,920.00   |
| 198467 | 2/12/2015 WILDLIFE CONTROL TECHNOLOGY, INC.     | MONTHLY RODENT CONTROL SERVICE           | 1,035.00   |
| 198468 | 2/19/2015 THE BANK OF NEW YORK MELLON           | DEMAND BOND FEES                         | 5,000.00   |
| 198469 | 2/19/2015 AT&T                                  | 01/15 SVS 5596640854985                  | 1,172.95   |
| 198470 | 2/19/2015 AT&T                                  | 01/15 SVS 5596742972932                  | 1,349.64   |
| 198471 | 2/19/2015 AT&T                                  | 01/15 SVS 5596748253416                  | 2,577.75   |
| 198472 | 2/19/2015 AT&T                                  | 01/15 SVS 5596739362361                  | 1,280.35   |
| 198473 | 2/19/2015 ARAMARK UNIFORM SERVICES              | 12/14 UNIFORM SERVICES                   | 3,385.28   |
| 198474 | 2/19/2015 CANON FINANCIAL SERVICES              | CONTRACT COPIERS                         | 3,769.22   |
| 198475 | 2/19/2015 CREATIVE COPY                         | PAPER, INK AND BINDING                   | 97.06      |
| 198476 | 2/19/2015 IRWIN DONALD AND MARSH DIANNA         | Utility Billing Deposit Refund           | 9.77       |
| 198477 | 2/19/2015 LEANOS ELIZABETH                      | Utility Billing Deposit Refund           | 119.08     |
| 198478 | 2/19/2015 FINCHER JR JACK D                     | Utility Billing Deposit Refund           | 28.28      |
| 198479 | 2/19/2015 PISTORES! GERALD                      | Utility Billing Deposit Refund           | 37.86      |
| 198480 | 2/19/2015 TURNER MYLEEN M                       | Utility Billing Credit Refund            | 170.79     |
| 198481 | 2/19/2015 AVALOS ELIAS JR                       | Utility Billing Credit Refund            | 150.33     |
| 198482 | 2/19/2015 KB HOME CENTRAL CA                    | Utility Billing Credit Refund            | 147.72     |
| 198483 | 2/19/2015 FACT AUTOMATED ENTRANCES, INC.        | YOUTH CENTER DOOR REPAIR                 | 1,212.65   |
| 198484 | 2/19/2015 FIRE SAFETY SOLUTIONS, LLC            | FIRE PROTECTION SVS 2/1/15- 2/14/15      | 5,512.50   |
| 198485 | 2/19/2015 GEIL ENTERPRISES, INC.                | CARPET CLEANING                          | 7,851.73   |
| 198486 | 2/19/2015 GUARDIAN WESTERN SWEEPING INC.        | MONTHLY POWER SWEEPING                   | 521.00     |
| 198487 | 2/19/2015 HARBISON INTERNATIONAL INC.           | SURVEYING ST 14-05                       | 6,085.00   |
| 198488 | 2/19/2015 JOHNSON REAL ESTATE APPRAISAL         | NSP3 27152 SAN BRUNO APPRAISAL           | 150.00     |
| 198489 | 2/19/2015 CITY OF MADERA                        | FEBRUARY UTILITIES- 123 N E ST #101      | 52.11      |
| 198490 | 2/19/2015 CITY OF MADERA                        | FEBRUARY UTILITIES- 123 N E ST           | 20.27      |
| 198491 | 2/19/2015 CITY OF MADERA                        | FEBRUARY PAN AM UTILITIES                | 120.45     |
| 198492 | 2/19/2015 RAINBOW ROOFING                       | REFUND OF PERMIT 020150177               | 185.45     |
| 198493 | 2/19/2015 MADERA REDEVELOPMENT AGENCY           | REIMB OF NSP3 PROJ FUNDS/INSURANCE PROCD | 23,853.74  |
| 198494 | 2/19/2015 MADERA TRIBUNE                        | PC NOTICE 02/10/15                       | 77.40      |
| 198495 | 2/19/2015 MINTIER HARNISH PLANNING CONSULTANTS  | HE SVS 01/01- 01/31/15                   | 20,611.15  |
| 198496 | 2/19/2015 WILLDAN FINANCIAL SERVICES            | ANNUAL DISTRICT ADMIN SVS- FEBRUARY 2015 | 783.05     |
| 198497 | 2/19/2015 ONTRAC                                | OVERNIGHT SHIPPING                       | 10.77      |
| 198498 | 2/19/2015 P G AND E                             | 01/15 SVS 5207933925-6                   | 143.31     |
| 198499 | 2/19/2015 PAQ INC                               | OVERPAYMENT ON ACCOUNT                   | 7,357.90   |
| 198500 | 2/19/2015 DE LA PAZ, NOE                        | FACILITY DEPOSIT REFUND                  | 100.00     |
| 198501 | 2/19/2015 VEGA, ANGIE                           | FACILITY DEPOSIT REFUND                  | 100.00     |
| 198502 | 2/19/2015 LIPIRA, CORREENA                      | FACILITY DEPOSIT REFUND                  | 50.00      |
| 198503 | 2/19/2015 PALOMINO, SYLVIA                      | FACILITY DEPOSIT REFUND                  | 100.00     |
| 198504 | 2/19/2015 SOLIS, MARY                           | FACILITY DEPOSIT REFUND                  | 100.00     |
| 198505 | 2/19/2015 HAYES, KRISTINA                       | FACILITY DEPOSIT REFUND                  | 50.00      |
| 198506 | 2/19/2015 FORESTIERE, ANTHONY                   | REIMBURSEMENT FOR HONOR GUARD CLOTHING   | 220.62     |
| 198507 | 2/19/2015 RNL DESIGN                            | PLANNING/ENG SVS FOR TRANSIT/PW FACILITY | 29,248.75  |
| 198508 | 2/19/2015 UNITED MUNICIPAL SECURITY             | CD CHARGES                               | 996.68     |
| 198509 | 2/19/2015 VANTAGEPOINT TRANSFER AGENTS-457      | PLAN #302351 CONTRIBS FOR 02/13/15       | 18,240.00  |
| 198510 | 2/19/2015 WELLS FARGO DEALER SERVICES           | CASE #13-36469 VEHICLE PAYOFF            | 2,850.57   |

Bank # 1 - Union Bank General Account Total 1,296,359.08



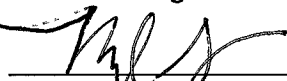
[Return to Agenda](#)

## REPORT TO CITY COUNCIL

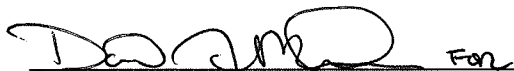
COUNCIL MEETING OF March 4, 2015  
AGENDA ITEM NUMBER B-3



REPORT BY: Business Manager Parks Department,  
Mark Etheridge



APPROVED BY: Director of Parks Department,  
Mary Anne Seay

 For

APPROVED BY: City Administrator,  
David Tooley

### SUBJECT:

**CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT #2 TO THE LEASE AND JOINT USE AGREEMENT FOR MADERA COMMUNITY CENTER BETWEEN THE CITY OF MADERA AND THE MADERA UNIFIED SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT ON BEHALF OF THE CITY**

### RECOMMENDATION:

Staff recommends Council:

- 1) Adopt the resolution approving Amendment #2 to the Lease and Joint Use Agreement for Madera Community Center (Millview/Mountain Vista High School).
- 2) Authorize the Mayor to execute the Amendment to the Agreement on behalf of the City.

## **SUMMARY AND DISCUSSION:**

The City has maintained a written Agreement with the Madera Unified School District (MUSD) for their use of parts of the Millview Community Center for more than 20 years. MUSD uses the Center to house Mountain Vista High School, a continuation High School program. Per the terms of the Agreement the District has exclusive use of the entire east wing of the facility as well as use of the Gymnasium shared with the City. The most current Agreement (still active) between the two parties was established in 2005 and includes an automatic annual renewal unless either party provides a written request for termination. The following provisions are contained in the 2005 document and each party has to date been compliant with their individual responsibilities:

- MUSD has priority use of the east wing of the facility for Mountain Vista High School programs.
- The City has priority use of the gym, MUSD must schedule proposed use of Gym in advance.
- MUSD has exclusive use of the northwest storage area behind the gym for custodial supplies and storage.
- MUSD is responsible for the cost and execution of repairs and maintenance to the east wing including roof and HVAC.
- The City is responsible for the cost and execution of repairs and maintenance to the gym.
- MUSD pays for all of the utilities consumed for the east wing and a “pro-rata” share of utilities for the gym.

The Agreement was amended once in December of 2007 to accommodate MUSD’s desire to place six relocatable buildings on the property.

Because MUSD has had the benefit of use of the facilities for more than 20 years and facility upkeep and maintenance are ongoing concerns, staff has negotiated with MUSD to provide some maintenance improvements in return for their continued use. The improvements would take place over the next three years and include refinishing the gymnasium floor in the current year, painting the interior of the gym in 2015-2016 and painting the exterior of the entire building in the following year. All other terms and conditions of the existing Agreement would remain in effect.

## **FINANCIAL IMPACT:**

The Agreement Amendment may provide future General Fund relief by financing necessary maintenance to a City facility. Funding other than the General Fund is difficult to obtain for ongoing building maintenance and repairs. Staff estimates that the proposed improvements have a value of \$6,000 for the floor refinishing, \$14,350 for the interior painting and \$33,600 for the exterior painting.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended actions are consistent with the following Vision Strategies and Actions:

- Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
- Strategy 215 - Ensure educational and occupational opportunities are available to all Maderans.
- Action 314.2 - Continue and expand facilities for youth-at-risk.
- Action 325.3 - Develop focus, magnet or immersion programs within MUSD programs that meet the needs of all levels of students.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MADERA, CALIFORNIA APPROVING AMENDMENT #2 TO THE  
LEASE AND JOINT USE AGREEMENT FOR MADERA  
COMMUNITY CENTER BETWEEN THE CITY OF MADERA AND  
THE MADERA UNIFIED SCHOOL DISTRICT AND AUTHORIZING  
THE MAYOR TO EXECUTE THE AMENDMENT TO THE  
AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the City owns and operates for the benefit of the public a facility known as Madera Community Center (MCC) at Madera Sunrise Sports Complex; and

**WHEREAS**, Madera Unified School District has the need for a location to operate their Mountain Vista High School continuation school for the benefit of Madera's high school age children; and

**WHEREAS**, the City and the District have historically collaborated, each contributing resources they control and possess to make the operation of Mountain Vista High School continuation school possible; and

**WHEREAS**, the City and District entered into a Lease and Joint Use Agreement on January 26, 2005 setting forth the duties and obligations of each party with respect to the lease of facilities at MCC by the City, to the District for the continuation school; and

**WHEREAS**, the City and District amended the Lease and Joint Use Agreement on December 11, 2007 (Amendment #1) to include provisions for the District to place six relocatable buildings on the MCC property; and

**WHEREAS**, the City and District now propose to amend the Agreement again (Amendment #2) to include a Capital Improvement Plan implemented by the District.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA** does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The proposed Amendment #2 to the Lease and Joint Use Agreement between the City and the Madera Unified School District which is on file in the Office of the City Clerk and is referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Amendment on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**SECOND AMENDMENT TO THE LEASE AND JOINT USE  
AGREEMENT FOR MADERA COMMUNITY CENTER BETWEEN THE  
CITY OF MADERA AND THE MADERA UNIFIED SCHOOL DISTRICT**

**THIS SECOND AMENDMENT** to the Lease and Joint Use Agreement for Madera Community Center (MCC) is made and entered into this 4th day of March, 2015 ("Effective Date"), by and between the City of Madera (the "City") and Madera Unified School District, (the "District").

**RECITALS**

**WHEREAS**, the City and District entered into a Lease and Joint Use Agreement on January 26, 2005 ("Lease and Joint Use Agreement") setting forth the duties and obligations of each party with respect to the lease of facilities at MCC by the City, to the District; and

**WHEREAS**, the City and District amended the Lease and Joint Use Agreement on December 11, 2007 ("First Amendment") to include provisions for the District to place six relocatable buildings in an area designated as the "East Wing Facilities" as consideration for the District irrigating and seeding a City owned softball area north of the "East Wing Facilities"; and

**WHEREAS**, the City and District desire to again amend the Lease and Joint Use Agreement for Madera Community Center to include additional terms and conditions as contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual obligations agreed to by the parties as listed herein, the City and District agree as follows:

- A. The City and the District mutually desire to add to the Lease and Joint Use Agreement Sections 3.3.1.2, 3.3.1.3 and 3.3.1.4 as follows:

3.3.1.2 Use of West Wing Kitchen by District. The Parties agree that the District shall have use of the kitchen and attached storage and office areas during school hours of operation. The parties further agree that at any other time the kitchen and attached areas is not otherwise in use or scheduled for use by District, City shall have the right to use the kitchen and attached areas subject to scheduling such use in advance with the District.

3.3.1.3 Tenant Improvements to West Wing Kitchen. District may make limited changes to the kitchen and attached areas subject to pre-approval by the City.

3.3.1.4 Repairs to West Wing Kitchen. District shall be responsible for all maintenance repairs for the West Wing Kitchen arising from their use and occupancy including costs of repair and replacement of fixtures and equipment belonging to the City.

B. The City and the District mutually desire to add to the Lease and Joint Use Agreement Section 3.4.1 as follows:

3.4.1 Capital Improvement Plan. The Parties agree that as a condition of use of the Facilities, the district shall implement a three year Capital Improvement Plan as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

C. Except as otherwise amended herein, all other terms and conditions of the Lease and Joint Use Agreement between the City and District shall remain in full force and effect.

IN WITNESS THEREOF, the parties execute this Second Amendment to the Lease and Joint Use Agreement for Madera Community Center on the date first above written:

City of Madera:

Madera Unified School District:

By: \_\_\_\_\_

Mayor, Robert L. Poythress

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Sonia Alvarez

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Brent Richardson

City Attorney

## EXHIBIT A

### **CAPITAL IMPROVEMENT PLAN**

Year 1 – Refinish gym wood floor. (2/4/2015 through 6/30/2015):

Coordinate products, application and work schedule with City Parks and Community Services Department.

Clean and prepare floor per recoat manufacturer's recommendations.

Repair or replace painted lines as needed.

Year 2 – Repaint gym interior. (7/1/2015 through 6/30/2016):

Coordinate colors, work schedule, products and application with City Parks and Community Services Department.

Provide for up to three separate color bands between floor and ceiling..

Year 3 – Paint building exterior (entire perimeter of east and west wings). (7/1/2016 through 6/30/2017):

Coordinate colors, work schedule, products and application with City Parks and Community Services Department.

Provide for two separate colors, wall in one color, trim and doors in separate color

# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:  
March 4, 2015

AGENDA ITEM NUMBER:  
B-4

Approved By:

  
\_\_\_\_\_  
PLANNING MANAGER

  
\_\_\_\_\_  
CITY ADMINISTRATOR

[Return to Agenda](#)

**Subject:** Request to schedule public hearing for appeal of the Planning Commission denial of a request to modify a conditional use permit.

**Recommendation:** Staff recommends the City Council schedule the appeal for public hearing on March 18, 2015.

**Summary:** Conditional Use Permit 2014-10 and Site Plan Review 2014-16 were approved by the Planning Commission on June 17, 2014. These entitlements collectively allowed for the storage of gas in association with the operation of a welding supply store.

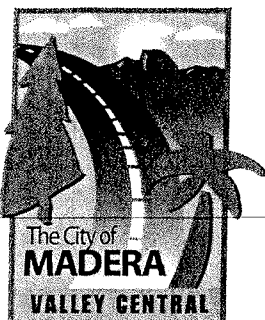
On February 10, 2015, the Planning Commission heard a request to modify Conditional Use Permit 2014-10 to allow for outdoor storage as a component of the operation of the welding supply store. The Planning Commission denied the request.

The applicant, Mr. Craig Wedgeworth, filed an appeal (attached) of the Planning Commission's decision on February 13, 2015. Ordinance requires that the Council, at its next duly held meeting, set a date and time for a public hearing on the appeal.

Staff recommends that the City Council schedule the appeal hearing to its next available meeting on March 18, 2015.

## **Fiscal Impact:**

The fee assessed for processing an appeal request assists the City in recovering the costs expended in bringing the appeal request to the City Council.

APPLICATION FOR APPEAL OF  
ADMINISTRATIVE DECISIONBy: D. AlvarezDate: 2/13/15

APPLICANT NAME CRAIG WEDGEWORTH  
 ADDRESS 8242 MAJESTIC OAK WAY  
 CITY CITRUS HEIGHTS, CA 95610 PHONE 916-952-3700  
CRAIG.WEDGEWORTH@GMAIL.COM

AN APPEAL CANNOT BE ACCEPTED FOR PROCESSING WITHOUT A FULL EXPLANATION OF THE CIRCUMSTANCES SURROUNDING THE ACTION, AND THE GROUNDS FOR THE APPEAL THEREOF. (USE ADDITIONAL SHEETS IF NECESSARY.)

I AM HEREBY APPEALING THE DECISION OF (NAME) PLANNING COMMISSION ON (date)

FEB. 10, 2015 PERTAINING TO ACTION RELATING TO MY PROPERTY LOCATED AT  
311 PINE STREET, MADERA AND FURTHER IDENTIFIED AS ASSESSOR'S PARCEL  
 NUMBER 012-230-023-026. THIS APPEAL IS BASED ON (GIVE A FULL EXPLANATION)

THIS REQUEST FOR A MODIFICATION HAS SUPPORT OF THE  
PLANNING STAFF.

REMOTE STORAGE OF ONE OF BARNES DELINING'S PRIMARY  
SALES ITEMS IS UNWORKABLE, DUE TO INCREASED THEFT  
WHILE EMPLOYEES ARE AWAY FROM THE STORE AND NOT  
ALLOWING CONVENIENT SERVICE TO THEIR CUSTOMERS.

PLEASE SEE ATTACHED LETTER WITH A FURTHER  
EXPLANATION.

[Signature]  
 Signature

THE SUBMISSION OF THIS FORM, COMPLETED AS REQUIRED, AND ACCOMPANIED BY THE APPLICATION FEE AS DETERMINED BY THE CITY COUNCIL, ENTITLES THE APPLICANT TO A HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MADERA AT THE NEXT AVAILABLE PUBLIC HEARING, UNLESS DELAYED AT REQUEST OF THE APPLICANT OR DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF STAFF OR THE CITY COUNCIL OF THE CITY OF MADERA.

DATE FILED 2/13/15

DATE ACCEPTED \_\_\_\_\_

## APPLICATION FEE:

Administrative \$1,204

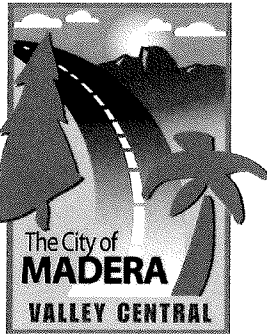
Project Approvals \$605

(Fee Schedule Res. No. 14-137)

RECEIVED  
 FEB 17 2015

City of Madera, 205 W. 4<sup>th</sup> St., Madera, CA 93637 (559) 661-5405

Council Meeting of March 4, 2015  
Agenda Item Number B-5



Approved by:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Administrator

**Consideration of a Resolution Approving an Agreement with SHIFT3 TECHNOLOGIES, GEEKWISE ACADEMY, and/or HASHTAG, Each Divisions of BITWISE INDUSTRIES, INC, dba of BITWISE INDUSTRIES, INC for Consulting, Software Development and Implementation Services to Create a New Website for the City of Madera, Approving a Budget Appropriation, Authorizing the Mayor to Execute the Agreement, and Authorizing the City Administrator, or their designee, to approve proposals and scopes of work as contemplated in the Agreement.**

#### **RECOMMENDATION**

Staff recommends Council approve an agreement with SHIFT3 TECHNOLOGIES, GEEKWISE ACADEMY, and/or HASHTAG, each divisions of BITWISE INDUSTRIES, INC., dba of BITWISE INDUSTRIES, INC. for consulting, software development, and implementation services to create a new website for the City, authorize the Mayor to execute the agreement, and authorizing the City Administrator, or their designee, to approve proposals and scopes of work as contemplated in the agreement.

#### **HISTORY**

In 2003 the City of Madera contracted with Chabin Concepts in Chico, CA to create a new city logo, create new marketing materials, and design, create, implement, and host a website for the City. In December 2008 the website was compromised by hackers and the decision was made to migrate the website to a web server located in the City's datacenter. The City contracted with Michael Emo to migrate the look and feel, and content of the City's original website. City IS staff was assigned the maintenance of the core website with each department taking responsibility for updating their information.

Since the website was migrated staff has struggled to maintain and update the website. In an effort to minimize the cost of migrating an open source web development platform was chosen. This development package was at the time a very powerful development tool but has proven to be less than user friendly and difficult for the City IS staff to maintain and upgrade. The City IS staff has worked to migrate the website to another more manageable platform but has come to the

realization that our current staff, although very talented in the areas of IT hardware, software, and operations and support, does not have the artistic and technical skills needed to conceptualize, design, and implement a website.

## **SITUATION**

Citizen engagement and communication have always been vital services the City of Madera has to deliver to our citizens. As a city we continue to explore new ways to increase these services. When the City took its' first steps into the world of the Internet, websites were just beginning to take a role in the delivery of information. Today an organization's website is the main hub of communication and should be used to deliver content not only through the website itself but also as driver of content to social media sites such as Facebook, Twitter, and Instagram. The City's current website is over 10 years old and is based on dated design concepts. The underlying technology is also dated and at this time is a security concern because of the difficulty staff has in keeping the hardware and software updated. The dated design and technology also limits staff's ability to add to and update individual department pages. Our current website is also not able to integrate with our social media sites creating redundant entry of information on the website and the social media pages.

City IS staff recently engaged in conversations with website development companies to investigate the solutions they offer for our online marketing and communication needs. Staff contacted three companies who are market leaders in providing website design and implementation services to government agencies, Civica, Civic Plus, and evogov, and one local Fresno company, Bitwise Industries, who has been recognized as an up and coming local software development company. Each company submitted a proposal with current references. These proposals and references were reviewed by the City's management team with the goal of choosing the most qualified vendor and making a recommendation to Council.

After receiving proposals from all four companies and thoroughly researching their work the management team determined that all four companies would be more than capable of working with City staff in developing and implementing a new website. Civica, Civic Plus, and evogov are well versed in local government needs and have produced websites that meet the needs of their clients. The websites have a very consistent look and feel from agency to agency and each had strong references from current customers. Bitwise Industries has a limited number of local government client references. Part of this is due to age of the company; Bitwise Industries was established in 2012. Bitwise may be a newer company but their founders and staff have many years of experience in the software and website development industries with much of that in the Fresno area. The team's research of Bitwise Industries' clients revealed that Bitwise has delivered high quality websites in multiple industries throughout the Central Valley.

During this review and selection process the team looked for a differentiator between the companies. It was determined that we desired a look and feel that is different from the traditional local government websites and having a local partner would be an additional benefit. Bitwise, because of their experience in both public and private sectors, can give us a look and feel that is not generally delivered by companies who specialize in government websites. Bitwise is also working to become a driver of the

technology industry in the region in an effort to help boost the local economy. They believe that the Fresno and Madera region has tremendous potential for building a high tech base that can provide services locally, regionally, and beyond. Today Bitwise Industries has created a local hub for software development by creating office and collaboration spaces for developers. They have created an academy where they educate local talent on the most current and sought after software development skills. Bitwise helps find opportunities for the students they train through their partnerships with other companies and on development projects within their own development company Shift3 Technologies.

The pricing of the four proposals ranged from approximately \$24k to \$50k. evogov's proposal was the lowest cost of the three government specific website developers at \$24.4k and offered the City a full website as well as a full intranet site for internal City use. Evogov has just released a new version of their website management platform and offered the City a lower cost if we agreed to have our website developed on their new platform. The Civica and Civic Plus proposals both came in at the top of the range with Civic Plus offering only a website and Civica offering both a website and intranet. Bitwise Industries proposed a cost of \$24.2k for the development of a website with an intranet at an additional cost. The management team believes that Bitwise Industries can provide us with the best solution for our website project. Bitwise does not exclusively develop government websites and can provide us with the look and feel we desire. Bitwise is also a local company working to strengthen the regional economy and as we work on strengthening our own small business environment we believe Bitwise can be a strong local partner to the City and to local business looking for technical expertise.

#### **FISCAL IMPACT**

There are currently no funds budgeted for this project. Staff recommends a General Fund budget appropriation of \$35,000.00 which includes the \$25,000.00 proposed project cost plus \$10,000.00 in contingency funds.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

This agreement impacts our Vision Plan in multiple ways. Many of the Vision strategies have a communication component and look for new ways to engage the community. An updated website which is integrated with our social media sites will provide a much more effective and efficient set of tools to communicate and engage our citizens as outlined in Vision Plan.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH SHIFT3 TECHNOLOGIES, GEEKWISE ACADEMY, AND/OR HASHTAG, EACH DIVISIONS OF BITWISE INDUSTRIES, INC, DBA OF BITWISE INDUSTRIES, INC FOR CONSULTING, SOFTWARE DEVELOPMENT AND IMPLEMENTATION SERVICES TO CREATE A NEW WEBSITE FOR THE CITY OF MADERA, APPROVING A BUDGET APPROPRIATION, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE CITY ADMINISTRATOR OR THEIR DESIGNEE TO APPROVE PROPOSALS AND SCOPES OF WORK AS CONTEMPLATED IN THE AGREEMENT.

WHEREAS, the City of Madera wishes to find avenues to increase Citizen Engagement and Communication; and

WHEREAS, the City of Madera would like to utilize integrated internet based technology (websites, social media, etc.) as a means of communication with the Community; and

WHEREAS, the City's current website is based on older web based media design concepts and dated IT systems; and

WHEREAS, the services products delivered by SHIFT3 TECHNOLOGIES, GEEKWISE ACADEMY, and/or HASHTAG, Each Divisions of BITWISE INDUSTRIES, INC, dba of BITWISE INDUSTRIES, INC, will allow the City staff to more effectively use the website as a communication tool.

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

1. The above recitals are true and correct.
2. The Agreement with SHIFT3 TECHNOLOGIES, GEEKWISE ACADEMY, and/or HASHTAG, Each Divisions of BITWISE INDUSTRIES, INC, dba of BITWISE INDUSTRIES, INC, a copy which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement, and any documents necessary to effectuate the Agreement, on behalf of the City of Madera.
4. The City Administrator, or their designee, is hereby authorized to approve proposals and scopes of work as contemplated in the Agreement.
5. A budget amendment in the amount of \$35,000 from the General Fund Unappropriated Fund Balance, as shown in the attached Exhibit AA, is hereby approved.
6. A certified copy of this resolution shall be forwarded to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
7. This resolution is effective immediately upon adoption.

EXHIBIT AA

**CITY OF MADERA**  
**Appropriation Adjustment**

| <b>FUND</b>                                  | <b>ACCOUNT<br/>NUMBER</b>  | <b>DESCRIPTION</b>            |                             |                 |
|----------------------------------------------|----------------------------|-------------------------------|-----------------------------|-----------------|
| <b><u>GENERAL FUND - 10200</u></b>           |                            |                               |                             |                 |
| <b><u>Information Systems - Dept 470</u></b> |                            |                               |                             |                 |
| <u>Expenditure Accounts</u>                  |                            |                               |                             |                 |
|                                              | 4710-5001                  | Computer Equipment            | 35,000                      | +               |
| <u>Fund Balance Accounts</u>                 |                            |                               |                             |                 |
|                                              | 1060-9710                  | Fund Balance - Unappropriated | <u>                    </u> | <u>35,000</u> - |
|                                              | <b>General Fund Totals</b> |                               | <u>35,000</u>               | <u>35,000</u>   |

## SHIFT3 TECHNOLOGIES PROFESSIONAL SERVICES AGREEMENT

### I. PARTIES

This is an agreement ("Agreement") between SHIFT3 TECHNOLOGIES, GEEKWISE ACADEMY, and/or HASHTAG, each divisions of BITWISE INDUSTRIES, INC., dba of BITWISE INDUSTRIES, INC., a California Corporation with principal place of business at 2210 San Joaquin Street, Fresno, California 93721 ("SHIFT3") and

City of Madera

with principal place of business at

Madera City Hall, 205 W. Fourth Street, Madera, CA 93637

("Client").

### II. RECITALS

SHIFT3 desires to provide and Client desires to purchase professional business consulting, software development, online marketing, and/or other technical services. This Agreement shall constitute a basic agreement, the terms and conditions of which shall apply to assignments approved by Client and accepted by SHIFT3.

This Agreement covers SHIFT3 professional services only and does not cover other SHIFT3 products or services.

### III. APPROVAL OF WORK ASSIGNMENTS BY CLIENT

The following procedure shall be followed by SHIFT3 in gaining approval of work assignments:

Client shall approve work prior to SHIFT3 beginning the work.

Whenever SHIFT3 or Client believe it is appropriate, Statements of Work will be used to define specific activities and pricing. Statements of Work will be signed by an authorized person from each party and become addendums to this Agreement, thereby constituting approval from Client for SHIFT3 to begin working.

SHIFT3 may also submit proposals to Client for review and approval. Acceptance of a proposal, electronic or otherwise, constitutes approval from Client for SHIFT3 to begin working.

#### IV. SERVICES

SHIFT3 shall provide Client with services only pursuant to approved proposals and scopes of work.

#### V. TERM

The term of this Agreement shall commence on the date that SHIFT3 first provides services to Client and shall continue indefinitely until terminated in writing at least thirty (30) days in advance by SHIFT3 or Client. Amounts due and unsettled claims will survive termination of this Agreement until they are paid or settled.

#### VI. CHARGES AND PAYMENT

Unless specific fixed price written supplements are approved by both parties, all services performed by SHIFT3 will be rendered on a time and material basis calculated using SHIFT3's then prevailing hourly rates; and any estimates made by SHIFT3 for the cost of services to Client, will be made in good faith but will in no event be construed as a fixed price agreement between the parties. Client understands that SHIFT3 Professional can vary depending on type of service performed, skill level, and the length and urgency of work assignments.

Client will pay for out-of-pocket expenses incurred by SHIFT3 in providing services for Client. Such costs may include, but are not limited to, software, licenses, domain names, travel, lodging, telephone calls, shipping charges, and supplies. SHIFT3 shall receive prior approval from Client before making any expenditure on behalf of Client exceeding \$100.00.

The fees and costs payable under this Agreement will not be construed to include local, state, or federal sales, use, excise, or other similar taxes or duties, and any such taxes will be assumed and paid by Client, except those taxes based on the net income or personal property of SHIFT3.

SHIFT3 will invoice Client periodically for services rendered. Payment will be due from Client within thirty (30) days after the date of the invoice, unless other payment terms are agreed to by SHIFT3 and Client in writing..

If Client has a dispute with any invoiced charges, Client will, within ten (10) days from receipt of invoice, notify SHIFT3 of such dispute and work with SHIFT3 to

quickly resolve such dispute. During dispute resolution, Client agrees to only withhold payment on the disputed portion of an invoice and will pay the undisputed portion. In the event the dispute cannot be settled either party may initiate the arbitration procedure of this Agreement.

In the event Client does not pay an invoice within thirty (30) days, SHIFT3 will have the right to assess and Client agrees to pay, a penalty equal to 1 1/2% of the invoice amount, or the highest amount allowed by law, for each thirty (30) day period the invoice or portion thereof remains unpaid.

In the event any assigned SHIFT3 Professional fails to perform services in a satisfactory manner, Client will have the right to terminate such SHIFT3 Professional's services to Client by written notice.

Should Client directly or indirectly contract with or hire a SHIFT3 Professional, whether an employee or contractor, engaged in providing services to Client while or within one year of providing such services, Client will immediately pay SHIFT3 a placement fee of \$2,000.

## VII. SOFTWARE OWNERSHIP AND PROPRIETARY INFORMATION

Any software owned by SHIFT3 that is used by SHIFT3 Professional or Client for services performed related to this Agreement will be subject to the SHIFT3 license agreement for such software.

Any custom software or technical solutions developed by SHIFT3, for the exclusive use of Client according to the terms of this Agreement, and paid for by Client, will be owned by Client.

Client will protect all confidential or proprietary information, trade secrets and methods of doing business of SHIFT3 revealed to Client during the performance of services related to this Agreement. Protection of this information by Client will survive in perpetuity.

SHIFT3 will protect all confidential or proprietary information, trade secrets and methods of doing business of Client revealed to SHIFT3 during the performance of services related to this Agreement. Protection of this information by SHIFT3 and by the SHIFT3 Professionals who provide services to Client will survive in perpetuity. However, SHIFT3 will not be prohibited from working on similar projects or providing similar services for organizations competitive to Client. SHIFT3 will not use any Client confidential or proprietary information in providing such services to competitors.

## VIII. WARRANTY OF PERFORMANCE

SHIFT3 warrants that the services performed under this Agreement will be performed on a best efforts basis by qualified SHIFT3 Professionals.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## IX. CLIENT RESPONSIBILITY TO CHECK RESULTS

Client shall be actively involved in the setting of specifications for the services to be performed and the procedures for testing results. In the event Client fails to specify or perform adequate tests within thirty (30) days of software or technical solutions delivery, Client accepts responsibility for the results.

## X. LIABILITY

SHIFT3 will not be liable for Client losses or damages, or third party actions losses or claims against Client from Client's use of the work product.

In the event Client claims that SHIFT3 has damaged Client as a result of SHIFT3 actions, Client will, within thirty (30) days of knowing of the claimed damages, notify SHIFT3 in writing of its claim, with justification for the claim amount. Any claim made by Client after thirty (30) days of knowing of the claimed damages will not be enforceable. SHIFT3 can accept responsibility for the claimed damages and choose to correct them or reimburse Client. In the event the dispute cannot be settled either party may initiate the arbitration procedure of this Agreement.

SHIFT3 will use reasonable efforts in performing the services to be provided hereunder, but SHIFT3 will not be liable for any delays resulting from circumstances or causes beyond its control.

## XI. MARKETING MATERIAL

SHIFT3 may produce marketing material, online or in print, that uses Client company name, logos, service marks, and general information about services provided to Client. SHIFT3 will protect Client confidential and proprietary information as set forth herein.

## XII. ARBITRATION

If a dispute cannot be settled then the parties will select a mutually acceptable arbitrator to settle the dispute. Said arbitration determination will be binding on the parties and judgment on the award by the arbitrator may be entered in any court having jurisdiction thereof.

## XIII. GENERAL PROVISIONS

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and the court of competent jurisdiction shall be in Fresno, California.

No assent or waiver, expressed or implied, or any breach of one or more terms of this Agreement shall be deemed to be a waiver of any other term or condition, or assent to continuation of such breach.

If any provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions will remain in full force and effect.

SHIFT3 may assign any portion of this Agreement or performance thereof under the same terms and conditions. This Agreement shall be binding upon and to the benefit of the parties and their respective successors and assigns.

Any notice required or permitted to be sent under this Agreement shall be sent to the addresses set forth on the front page of this Agreement, or as modified in writing by either party.

In the event litigation is required to enforce any term or condition of this Agreement, the prevailing party will be reimbursed by the party prevailed upon for all costs of litigation including attorney fees, expert witness fees, and court costs.

This Agreement supersedes all prior agreements, negotiations and oral statements, by either party, regarding the subject matter. Unless a new written agreement approved by both parties replaces it, this Agreement will govern all future provisions of services by SHIFT3 to Client, regardless of whether or not they were known or anticipated at the time this Agreement is signed.

///

Signatory for Client warrants that they have read and understand the terms and conditions of this Agreement, and any Attachments or Addendums, and have sought the advice of legal counsel if they were in doubt about any of the terms and conditions, thus waiving their rights of the non-constructing party. Signatory for Client warrants that they are authorized by Client to sign this Agreement on behalf of Client, and will be personally liable if not so authorized by Client.

Client:

SHIFT3:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jake A. Soberal

Title: \_\_\_\_\_

Title: CEO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## STATEMENT OF WORK NO.1

Shift3 Technologies ("Shift3") and City of Madera ("Customer") hereby enter into this Statement of Work No.1, (along with the Schedules, Attachments and Appendices to this Statement of Work No.1 are together referred to as the "SOW"), the terms of which are incorporated herein by reference. Except as otherwise defined herein, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. Other terms used in this SOW are defined where they are used and have the meanings there indicated. In this SOW, unless otherwise indicated, references to Sections, Schedules and Attachments are to Sections of and Schedules and Attachments to this SOW. Those terms, acronyms and phrases utilized in the information technology outsourcing services industries or other pertinent business context will be interpreted in accordance with their generally understood meaning in such industries or business contexts.

### I. Term

1.1 Initial Term. The initial term of this SOW ("SOW Initial Term") shall begin on March 1, 2015 (the "SOW Effective Date") and end at 11:59 pm on July 31, 2015, unless extended pursuant to Section 1.2 or earlier terminated pursuant to the Agreement or this SOW. The Project Delivery Schedule ("PDS") is attached and is part of this delivery effort.

1.2 Extension Term. Customer can extend the term of this agreement by Addendum and with definition of additional scope.

### II. SOW 1 Services

Shift3 will perform the obligations and provide the services described in Schedule 1 and its Attachments as being the responsibility of Shift3.

### 3. Customer Obligations

Customer shall perform all obligations specified in Schedule 1 and its Attachments as being the responsibility of the Customer.

### 4. Termination

Customer may terminate this SOW upon no less than thirty (30) days' prior written notice to Shift3, provided that the Customer shall pay to Shift3 the prorated amount of this agreement based on the timeframe of work performed on or before the effective date of such termination. The proration will be a simple math exercise of dividing the time worked by the overall value of the contract in terms of months.

### 5. Pricing/Charges

The overall value of this SOW on a Fixed Price basis defined in the Scope of Work Schedule 1. Any additional work desired by Customer will be estimated by Bitwise and returned to Customer in a Work Order Addendum to this SOW. If Customer agrees to the additional work and signs off on the Scope of Work and the price the work will be scheduled into the PDS.

Shift3 shall invoice and Customer shall pay the Charges for SOW 1 services in two parts: 50-percent due prior to the start of the project, remaining 50-percent balance due upon delivery of completed project. The itemized cost for SOW 1 Charges are as follows

|                               |          |
|-------------------------------|----------|
| • Define Information flow     | 3,200    |
| • User Research               | 5,000    |
| • Custom Website Design       | 6,000    |
| • Custom Website Build        | 9,000    |
| • Quality Assurance / Testing | 1,000    |
| Overall Value of this SOW     | \$24,200 |

///

## 6. Attachments

The following Schedule and its respective Attachments and Appendices, are hereby incorporated by reference and made a part of this SOW:

- a. Schedule 1 – Solution Definition
- b. Schedule 2 – Roles & Responsibilities
  - i. Shift3 responsibilities.
  - ii. Customer responsibilities.
- c. Schedule 3 - Program Delivery Schedule – will be delivered in the first stages of the project, after meetings can be conducted with Customer to determine the timeframes necessary to proceed.

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized representatives.

CUSTOMER:

SHIFT3:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jake A. Soberal

Title: \_\_\_\_\_

Title: CEO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Schedule 1 – Solution Definition

---

### 1. Objective

Customer desires Shift3 to Research the needs of it's constituents, develop requirements, project plan, timeline, build and ensure the quality of a new city website. The website will be built to meet the needs of the city constituents for the years to come.

#### 1.1 Analysis & Process

Shift3 uses a very well defined methodology to deliver solutions to it's customers.

Discover: What are your goals and who is your audience?

What do your website users and potential users want and need from you? What problems are they trying to solve? What solutions will they use? How do they interact with the web? Understanding your audience is an ongoing process. Your audience is not limited to just residents. Your audience is also employees, community leaders, businesses, visitors, and others. Discover their needs and plan an experience that meets or exceeds their expectations.

Define: Meet the goals.

Mix together audience input, vision from key stakeholders, along with some innovative thinking, best practices, and good usability standards, and you have the recipe for a successful website. This recipe is captured by creating information architecture, wireframes, and a content strategy.

Design: Create the look and feel.

Building a website is like building a house; you first need to design it. The design phase is where color, image, type, and movement create a web space using the information architecture as the blueprint.

Develop: Build it.

Development takes the defined architecture, designed user interface, and the written content to build a functional working site. Once believe that the site is ready to be delivered, we begin the quality assurance process. During quality assurance we check and re-check EVERYTHING; bugs and errors are documented and resolved. Then, and only then, we're ready to deploy.

Deploy: Launch it.

Delivering the digital files is naturally part of the last phase, but a website is never complete. It needs upkeep and maintenance much like a building. Do people know where to find you? Are you getting the traffic you expected? Are you getting more traffic than expected? Measuring your success will help to set future initiatives.

### 2. Scope of Work

- a. SOW 1 – Shift3 Services to be delivered
  - I. Define Information Flow

- Meet with key stakeholders to discover goals, target users, and priorities
- Work with client to identify user profiles and tasks to be accomplished on site.
- Analyze current site analytics
- Define site flow (in site architecture), content hierarchy for each page (in wireframes), and content strategy (in an outline).

## II. User Research

- Residents and business
  - Develop online survey to gather community input. Gather, analyze, and summarize input.
  - After testing is complete, compile feedback and provide recommendations on how to improve the user experience.
- Partners and collaborators
  - Interview four members of each defined user audience (i.e. business, civic, and community leaders that work with the City of Madera) up to 12–16 individuals to determine their needs and desires for the website.
  - Create revised site flow diagrams and wireframes as necessary for pre- and post-user testing
  - Conduct user testing with 4-6 users from 1-3 target groups testing 2-5 key tasks using wireframes of a non-visual prototype to ensure defined user tasks are intuitive to accomplish.
  - Review 1-2 rounds beta design and provide feedback.
  - Conduct 12-16 one-on-one user test sessions. Test sessions may be conducted in person or over the phone.
  - After testing is complete, compile feedback and provide recommendations on how to improve the user experience.
- Staff
  - Interview 12–16 staff members to determine their needs and desires for the website as well as gather community feedback they have received.
  - After testing is complete, compile feedback and provide recommendations on how to improve the user experience

## III. Custom Website Design

- Design direction for the homepage based on the approved wireframes.
- Once the creative direction is chosen, flesh-out 4–6 lower-level page templates.

- Design navigation system including navigation drill-down structure and global navigation look and feel.
- Design to achieve look and feel that is uniquely representative of the Madera community and decidedly not cookie-cutter.

#### IV. Custom Website Build

- Build website to design and functional specification
- Website to be built on widely adopted content management system (likely Wordpress) so that non-technical user can complete simple, regular updates to the website using administrative interface
- Website to be built on mobile responsive framework so that website automatically optimizes for viewing on phone, tablet, or desktop

#### V. Quality Assurance / Testing

- Review and testing of entire website to ensure that design and functional specification are achieved
- Document bugs and errors
- Resolve all bugs and errors

#### VI. Assumptions and Out of Scope

- a. The project is designed to build a website for the Customer.
- b. Customer will provide all infrastructures necessary for hosting and supporting the website.
- c. Customer will provide technical and content resources to turn over the website over to after the completion of the project. Shift3 can provide long term support if requested.
- d. There will be a 30 day guarantee period after which support will be turned over to the Customer.

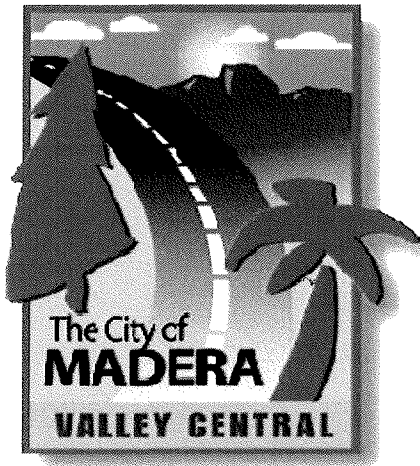
## Schedule 2 – Roles & Responsibilities

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1. Shift3 is responsible for the following;
  - Conduct Governance Meetings with Customer
  - System design of the website to meet the requirements
  - Producing estimate & schedule on building the application
  - Testing the application to meet the requirements
2. Customer responsibilities include;
  - Participation in Governance Meetings
  - Participation in all requirements gathering sessions
  - Timely review of all documentation
  - Determine all legal compliance issue resolution
  - Timely decisions on any items needing Customer review
  - Timely review and sign-off of all deliverables

### Schedule 3 – Project Delivery Schedule

TBD



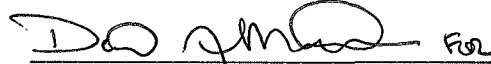
## REPORT TO CITY COUNCIL

MEETING DATE: March 4, 2015

AGENDA ITEM NUMBER: B-6

Approved By:

  
PUBLIC WORKS DIRECTOR

 For  
CITY ADMINISTRATOR

### SUBJECT:

Consideration of a Resolution Appointing Donald J. Holley, Donald Horal and Richard Gould to the City of Madera Airport Advisory Commission.

### RECOMMENDATION:

Staff recommends that the Council adopt a resolution appointing Donald J. Holley, Donald Horal and Richard Gould to the City of Madera Airport Advisory Commission.

### DISCUSSION:

The City of Madera Airport Advisory Commission (AAC) is a Council appointed body established in order to serve in an advisory capacity only to the City Council and staff on matters involving the Madera Municipal Airport. The AAC is tasked with reviewing the annual budget, recommending capital projects, review and recommend airport policies and operation procedures, and to review and recommend action regarding land use surrounding the airport.

The City Council approved an update of the AAC bylaws on October 15, 2014 and shifted from a five member panel to seven members, with each member of the City Council nominating a member of the AAC. This necessitated that additional members be added to the Commission and the existing appointments be reconfirmed.

The Commission currently has four vacancies, one for each of the following elected officials: Mayor Poythress, Council Member Medellin, Council Member Holley and Council Member Bompreszi. The Mayor and two Council Members have indicated a desire to nominate and appoint individuals to serve terms coinciding with their own. The List of nominated new appointees is as follows:

Donald J. Holley  
Donald Horal  
Richard Gould

Mayor Robert Poythress  
Council Member Andrew Medellin  
Council Member Donald E. Holley

If appointed, these candidates will join those listed below:

Nick Davis

Richard Broadhead

William Jacobsen

Mayor Pro-Tem William Oliver

Council Member Derek Robinson

Council Member Charles Rigby

Donald J. Holley, Donald Horal and Richard Gould have served successfully on the Airport Advisory Commission in previous terms and bring experience and a breadth of understanding in regards to aeronautic issues. They are active citizens with a passion for maintaining the integrity of the Madera Municipal Airport.

**FINANCIAL IMPACT:**

There are no financial impacts from the recommended actions, as the Commission serves without compensation.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

While this item does not directly implement a Vision action item, it is not in conflict with one either.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MADERA, CALIFORNIA, APPOINTING DONALD J. HOLLEY,  
DONALD HORAL AND RICHARD GOULD TO THE CITY OF  
MADERA AIRPORT ADVISORY COMMISSION

WHEREAS, vacancies exist in the City of Madera Airport Advisory  
Commission for the Mayor and City Council Members; and

WHEREAS, the City Council in previous action has adopted an Ordinance  
that specifies nomination and appointment procedures, and terms of office for  
members of City Boards and Commissions; and

WHEREAS, Donald J. Holley has been duly nominated to fill the vacancy  
of the appointment for Mayor Robert Poythress; and

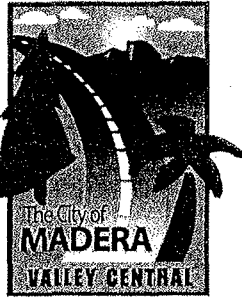
WHEREAS, Donald Horal has been duly nominated to fill the vacancy of  
the appointment for Council Member Andrew Medellin; and

WHEREAS, Richard Gould has been duly nominated to fill the vacancy of  
the appointment for Council Member Donald E. Holley; and

WHEREAS, the nominees have the requisite experience and desire to  
fulfill the responsibilities of the posts.

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

1. The above recitals are true and correct.
2. Donald J. Holley, Donald Horal and Richard Gould are hereby appointed  
to the office of the Airport Advisory Commission of the City of Madera for  
the term prescribed by Ordinance.
3. This resolution is effective immediately upon adoption.



# CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

## APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- |                                                             |                                                                 |
|-------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> ADA Advisory Council               | <input checked="" type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee           | <input type="checkbox"/> Civil Service Commission               |
| <input type="checkbox"/> CDBG Review and Advisory Committee | <input type="checkbox"/> Loan Review Committee                  |
| <input type="checkbox"/> Planning Commission                | <input type="checkbox"/> Transit Advisory Board                 |
| <input type="checkbox"/> Other: _____                       |                                                                 |

Please type or print in ink.

|                                       |                                             |                                               |
|---------------------------------------|---------------------------------------------|-----------------------------------------------|
| LAST NAME<br><u>HORAL</u>             | FIRST NAME<br><u>DONALD</u>                 | M.I.<br><u>C.</u>                             |
| HOME ADDRESS<br><u>2701 SUMMER LN</u> | CITY, STATE, ZIP<br><u>MADERA, CA 93637</u> | HOME PHONE<br><u>673-4303</u>                 |
| MAILING ADDRESS<br><u>PO BOX 233</u>  | CITY, STATE ZIP<br><u>MADERA, CA 93639</u>  | E-MAIL ADDRESS<br><u>DHORAL@SPRGLOBAL.NET</u> |
| EMPLOYER<br><u>SELF</u>               | JOB TITLE<br>_____                          | BUSINESS PHONE<br><u>706-0661</u>             |

|                                                                       |                                                                                                                          |                                                                                                                  |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| LENGTH OF RESIDENCE IN CITY OF MADERA<br><u>35+</u> YEARS ____ MONTHS | ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | HAVE YOU EVER BEEN CONVICTED OF A FELONY?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|

### EDUCATIONAL BACKGROUND:

|                            |
|----------------------------|
| <u>BSAE, CAL POLY, SLO</u> |
|----------------------------|

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

ELKS  
MADERA - I-LAN SISTER CITY CDR?

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

MADERA CITY AIRPORT ~~LAND~~ ADVISORY COMMISSION, 30 YRS±, CHAIRMAN?  
MADERA COUNTY AIRPORT LAND USE COMMISSION  
MADERA COUNTY MOSQUITO & VECTOR CONTROL DISTRICT, BOARD OF TRUSTEES

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

REFERENCES (Optional):

2/11/2015  
DATE

  
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

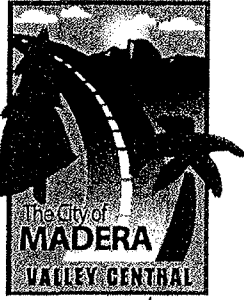
CITY OF MADERA  
OFFICE OF THE CITY CLERK  
205 West Fourth Street  
Madera, CA 93637  
(559) 661-5405  
(559) 674-2972 Fax

RECEIVED

City of Madera City Clerk

By: D. Alvarez

Date: 2/12/15



# CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

## APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- |                                                             |                                                                 |
|-------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> ADA Advisory Council               | <input checked="" type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee           | <input type="checkbox"/> Civil Service Commission               |
| <input type="checkbox"/> CDBG Review and Advisory Committee | <input type="checkbox"/> Loan Review Committee                  |
| <input type="checkbox"/> Planning Commission                | <input type="checkbox"/> Transit Advisory Board                 |
| <input type="checkbox"/> Other: _____                       |                                                                 |

Please type or print in ink.

|                                                                 |                                                                                                               |                                                                                                                  |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| LAST NAME<br><u>HOLLEY</u>                                      | FIRST NAME<br><u>DONALD</u>                                                                                   | M.I.<br><u>J.</u>                                                                                                |
| HOME ADDRESS<br><u>26391 Club Dr</u>                            | CITY, STATE, ZIP<br><u>MADERA CA 93638</u>                                                                    | HOME PHONE<br><u>674-7736</u>                                                                                    |
| MAILING ADDRESS<br><u>SAME</u>                                  | CITY, STATE ZIP                                                                                               | E-MAIL ADDRESS<br><u>C190@ATT.NET</u>                                                                            |
| EMPLOYER<br><u>RETIRED</u>                                      | JOB TITLE                                                                                                     | BUSINESS PHONE                                                                                                   |
| LENGTH OF RESIDENCE IN CITY OF MADERA<br>____ YEARS ____ MONTHS | ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?<br><input type="checkbox"/> YES <input type="checkbox"/> NO | HAVE YOU EVER BEEN CONVICTED OF A FELONY?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |

COUNTY - 22 yrs X YES  
EDUCATIONAL BACKGROUND:

|                        |
|------------------------|
| <u>BUSINESS DEGREE</u> |
|------------------------|

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Fresno Co Sheriffs Assn SOD

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

Grand Jury

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

RETAIN THE INTEGRITY OF MADERA DISTRICT

REFERENCES (Optional):

2/11/2015

DATE



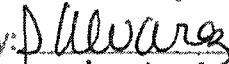
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

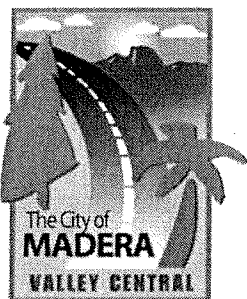
CITY OF MADERA  
OFFICE OF THE CITY CLERK  
205 West Fourth Street  
Madera, CA 93637  
(559) 661-5405  
(559) 674-2972 Fax

RECEIVED

City of Madera City Clerk

By: 

Date: 2/12/15



**CITY OF MADERA**  
**COMMISSION, BOARD, AND COMMITTEE**

**APPLICATION**

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- \_\_\_\_ ADA Advisory Council      ☒ Airport Advisory Committee  
\_\_\_\_ Beautification Committee      \_\_\_\_ Civil Service Commission  
\_\_\_\_ Planning Commission      \_\_\_\_ Transit Advisory Board  
\_\_\_\_ Other: \_\_\_\_\_

Please type or print in ink.

\_\_\_\_ Gould      Richard      A.  
LAST NAME      FIRST NAME      M.I.  
\_\_\_\_ 1355 Colombaro Drive, Madera, CA 93637      (559) 675-0765  
HOME ADDRESS      CITY, STATE, ZIP      HOME PHONE  
\_\_\_\_ SAME      \_\_\_\_      N/A  
MAILING ADDRESS      CITY, STATE ZIP      E-MAIL ADDRESS  
\_\_\_\_ Self      \_\_\_\_      (559) 790-7682  
EMPLOYER      JOB TITLE      BUSINESS PHONE

|                                                                          |                                                                           |                                                                   |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------|
| LENGTH OF RESIDENCE IN CITY OF MADERA<br><u>23</u> YEARS <u>2</u> MONTHS | ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?<br><u>X</u> YES ____ NO | HAVE YOU EVER BEEN CONVICTED OF A FELONY?<br>____ YES <u>X</u> NO |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------|

EDUCATIONAL BACKGROUND:

UNIVERSITY OF MINNESOTA - BUSINESS/FORESTRY

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

NONE AT PRESENT locally  
A.O.P.A. - Member  
Short Wing Pipers Club - Member

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

Airport Advisory Committee  
MARCH 1994 TO PRESENT, Vice Chairman

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I own my own aircraft, Rent A hangar at the Madera  
Airport. I have enjoyed working with the committee to  
ensure that safety of the airport & surrounding properties  
are in compliance with the FAA & City/Co. Rules.  
REFERENCES (Optional):

Robert Portness, Mayor, City of Madera  
Don Horst, Chairman of Airport Advisory Committee

20 JAN 15 [Signature]  
DATE SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA  
OFFICE OF THE CITY CLERK  
205 West Fourth Street  
Madera, CA 93637  
(559) 661-5405  
(559) 674-0446 Fax

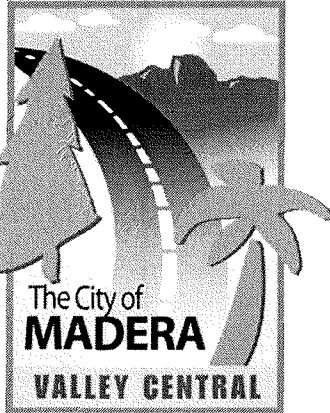
RECEIVED

City of Madera City Clerk

By: [Signature]

Date: 1/29/15

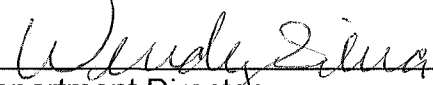
## REPORT TO CITY COUNCIL

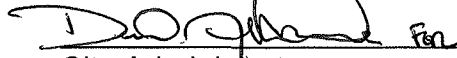


Council Meeting of March 4, 2015

Agenda Item Number B-7

Approved by:

  
Department Director

  
City Administrator

### **Consideration of a Minute Order Rejecting a Claim filed by Mark W. Coleman on behalf of Shirley Brocchini**

#### **RECOMMENDATION**

It is recommended Council reject the claim filed by Shirley Brocchini. The City will send a rejection notice to Ms. Brocchini and her legal representative, Mark W. Coleman.

#### **HISTORY**

A claim was filed on January 29, 2015, by Attorney Mark W. Coleman on behalf of his client Shirley Brocchini. The claimant is alleging personal injuries as a result of tripping on a protruding gutter in front of her residence.

#### **SITUATION**

The claimant alleges that on September 27, 2014, she tripped on the protruding gutter in front of her residence located at 421 Willis Avenue, Madera. Her attorney alleges the City had actual and/or constructive notice of the alleged dangerous condition. Furthermore, her attorney alleges that his client contacted the City on several occasions since 2010 and further calls were made to the City in 2014, leading up to the date of loss. According to her attorney, since his client received no response from the City, his client attempted to clean and drain away the standing water in the gutter. As she was doing so, she tripped/slipped on the protruding gutter and fell down fracturing her left ankle and foot.

Suzanne Johnson, AIMS, investigated the claim. Ms. Johnson spoke with Dave Randall, Public Works Operational Director, who stated that the City had no prior notice of the alleged dangerous condition prior to the date of loss. However, Mr. Randall stated the City did in fact receive notice after the date of loss. The claimant mentioned in her call to the City that she had spoken with a City employee concerning a street sweeping issue. Mr. Randall also stated that the

claimant indicated she contacted Mosquito Abatement. Mr. Randall indicated Mosquito Abatement was operated by an independent district and not the City. Mr. Randall further stated the City would be sending the claimants' landlord a letter requesting that the sidewalk and curb be repaired, now that the City has notice of the condition.

Mr. Randall provided Ms. Johnson a copy of the phone call message received from the claimant on October 3, 2014. The claimant, who was referred to as a renter, called the City about some water with algae at the curb in front of her house. The written message stated the claimant spoke with Mosquito Abatement the week before and they came out and sprayed. The claimant stated she decided to clean up the water at the curb. In so doing, she slipped on some algae and broke her ankle. Additionally in her message to the City she indicated she wanted the street sweepers to continue with their street sweeping every other Friday. The claimant was advised the last scheduled street sweep was Friday, September 26, 2014, the day before the alleged incident.

Ms. Johnson discussed the matter with Jeff, at Nuttall & Coleman's office. He said that the incident occurred during the day. He wondered if we had the photographs that were taken of the area where their client fell. She advised that we never received copies of the said photographs. He stated that the incident occurred in front of their client's home. He said that their client moved into the home in June of 2010. He did not know if she owned the home or if she was a renter. He said that their client contacted Public Works 18 days after moving in regarding some water, algae and gunk that was accumulating in the gutter. She also said that it was a breeding ground for mosquito. Jeff did not think that it was a sprinkler issue but more of an accumulation of water from the neighbors. He thought that the city sent out their street sweepers to clean up the gutter. He also advised that their client contacted Mosquito Abatement. However, he was aware that Mosquito Abatement was not affiliated with the city. Jeff said that the condition had existed for some time. He said that their client had records of her complaints to the city. However, he did not have that information available. He further advised that the gutter was raised four inches. He said that their client stepped into the gutter and fell down, fracturing her ankle. She treated initially in the hospital emergency room. He did not think that she was admitted. He said that she had follow up care with Cyril Rebel, an orthopedist. He did not know if there was any physical therapy. She did not have surgery. There was no implementation of any hardware. However, she wore a cast for a while. He said that their client was Medicare eligible. As of February, the medical costs were approximately \$2,500.00, of which only \$700.00 was paid by Medicare. Therefore, their client had some significant out-of-pocket expenses. Since their client was retired, there would be no wage loss claim.

Based on Ms. Johnson's investigation, she found no negligence and/or liability on the part of the City and has recommended the claim be rejected. Staff concurs with her recommendation.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Rejection of claims filed under Government Code §910 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.

## CITY OF MADERA

RECEIVED

## CLAIM FORM

City of Madera City Clerk

By: J AlvarezDate: 1/29/15

(Please Type Or Print)

CLAIM AGAINST CITY OF MADERA  
(Name of Entity)Claimant's name: SHIRLEY A. BROCCHINI Telephone Number [REDACTED]

SS#: [REDACTED] DOB: [REDACTED] Gender: Male [REDACTED] Female [REDACTED]

Claimant's address: [REDACTED]

Address where notices about claim are to be sent, if different from above: MARK W. COLEMAN, ESQ.MUTTALL & COLEMAN, 2445 CAPITAL ST., STE. 150, FRESNO, CA 93721Date of incident/accident: SEPTEMBER 27, 2014Date injuries, damages, or losses were discovered: SEPTEMBER 27, 2014Location of incident/accident: NEAR AND IN FRONT OF 421 WILLIS AVE. MADERA, CA.What did entity or employee do to cause this loss, damage, or injury? SEE ATTACHED.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? PRESENTLY UNKNOWN.What specific injuries, damages, or losses did claimant receive? LEFT ANKLE / FOOT FRACTURES;  
BRUISES AND CONTUSIONS; MEDICAL SPECIALS & GENERAL DAMAGES.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] CLAIMANT'S DAMAGES EXCEED \$10,000 AND THE MADERACO. SUPERIOR COURT - CIVIL UNLIMITED CASE IS THE APPROPRIATE COURT RE: JURISDICTION.How was this amount calculated (please itemize)? AMOUNT TO BE DETERMINED.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 1/21/2015 Signature: Mark C

If signed by representative:

Representative's Name MARK W. COLEMAN Address 2445 CAPITAL ST., STE. 150  
FRESNO, CA 93721Telephone # (559) 233-2900Relationship to Claimant ATTORNEY FOR CLAIMANT

**ATTACHMENT TO CITY OF MADERA CLAIM FORM:**

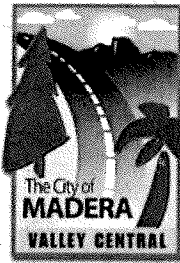
**THIS MATTER INVOLVES AN ACCIDENT, WHICH OCCURRED ON SEPTEMBER 27, 2014 IN A RESIDENTIAL NEIGHBORHOOD IN THE CITY OF MADERA. SPECIFICALLY, THE ACCIDENT OCCURRED IN THE STREET IMMEDIATELY IN FRONT OF CLAIMANT'S HOME, LOCATED AT 421 WILLIS AVENUE, MADERA, CALIFORNIA 93637.**

**THE STREETS AND GUTTERS ARE EITHER OWNED, OPERATED, AND/OR MAINTAINED BY THE CITY OF MADERA. CLAIMANT, SHIRLEY BROCCINI WHILE ATTEMPTING TO CLEAN AND MAINTAIN HER GUTTER IN FRONT OF HER HOME, TRIPPED/SIPPED IN THE GUTTER THAT WAS PROTRUDED UPWARD BY SEVERAL INCHES DUE TO TREE ROOT DISPLACEMENT. THIS CREATED A DANGEROUS CONDITION BECAUSE OF THE SURFACE BEING UNEVEN AND BECAUSE THE CONDITION CAUSED WATER TO POOL ALLOWING ALGAE TO GROW AND MAKING THE GUTTER SLIPPERY AND ALSO CREATED A MOSQUITO BREEDING FORUM.**

**THE CITY OF MADERA, AND ITS VARIOUS DEPARTMENTS, INCLUDING BUT NOT LIMITED TO STREETS AND MAINTENANCE HAD ACTUAL AND CONSTRUCTIVE KNOWLEDGE OF THE DANGEROUS CONDITION, LOCATED AT OR NEAR 421 WILLIS AVENUE, MADERA, CALIFORNIA SINCE CLAIMANT HAD CONTACTED THIS DEPARTMENT SINCE 2010 ON SEVERAL OCCASIONS TO ADVISE THE SUPERVISOR OF THE CONDITION AND SITUATION OF THE SUBJECT GUTTER. FURTHER CALLS WERE MADE IN 2014, LEADING UP TO THE DATE OF ACCIDENT.**

**CLAIMANT'S NOTIFICATIONS AND TELEPHONE CALLS WERE INITIALLY IGNORED BY STREET AND MAINTENANCE IN SEPTEMBER, 2014. CLAIMANT HAD NO OTHER ALTERNATIVE BUT TO ATTEMPT TO CLEAN AND DRAIN AWAY THE WATER STANDING IN HER GUTTER FOR SEVERAL WEEKS. IN THE PROCESS OF SWEEPING AND ATTEMPTING TO CLEAN THE GUTTER, CLAIMANT CAME INTO CONTACT WITH THE PROTRUDED CONCRETE, CAUSING HER TO FALL AND FRACTURE HER LEFT ANKLE AND FOOT.**

**THE CITY OF MADERA KNEW OR SHOULD HAVE KNOWN THAT THE PROLONGED DANGEROUS CONDITION OF THE SUBJECT GUTTER CREATED A DANGEROUS CONDITION FOR PERSONS AND PEDESTRIANS COMING INTO CONTACT WITH SAME. THE CONDITION ALSO POSED AS A NUISANCE AND PROBLEM FOR MOSQUITO CONTROL.**



**Return to Agenda**

## **REPORT TO CITY COUNCIL**

Approved By:

*[Signature]*  
Department Director

Council Meeting of March 4, 2015

Agenda Item Number B-8

*[Signature]*  
City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AT VARIOUS LOCATIONS FEDERAL PROJECT NO. HSIPL 5157 (084), CITY PROJECT NO. TS-18 IN THE AMOUNT OF \$239,542 TO AVISON CONSTRUCTION INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 15% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY AND; AUTHORIZING AMENDMENTS TO THE FY 2014/15 BUDGET FOR THE APPROPRIATION OF LOCAL TRANSPORTATION FUNDS AND HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FUNDS.**

### **RECOMMENDATION:**

1. That the City Council approves Resolution No. 15-\_\_\_\_
  - a. Approving the award of the contract for the Highway Safety Improvement Program (HSIP) at Various Locations Federal Project No. HSIPL 5157 (084) City Project No. TS-18 in the amount of \$239,542.00 to Avison Construction, Inc
  - b. Authorizing Construction Contingencies of up to 15% as approved by the City Engineer.
  - c. Authorizing up to 10% for Construction Inspection and Management as approved by the City Engineer.
  - d. Authorizing the Mayor to execute the contract.
  - e. Authorizing amendments to the FY 2014-15 Budget for the appropriation of Local Transportation Funds (LTF) and HSIP funds for the Highway Safety Improvement Program (HSIP) at Various Locations.

### **Engineering**

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

**[www.madera-ca.gov](http://www.madera-ca.gov)**

## **SUMMARY:**

The project is part of the Highway Safety Improvement Program federally funded grant received by the City. The City was granted Highway Safety Improvement Program (HSIP) Funds to address safety concerns in areas within the City with high pedestrian volumes.

The work in general consists of the installation of in-roadway lighted crosswalks at the following locations 1) Pershing Elementary School on Ellis Street, 2) Lincoln Elementary School on Sunset Avenue at Liberty Lane, 3) Parkwood Elementary School on Pecan Avenue at Barnett Way; the installation of MUTCD crosswalk signs with rectangular rapid flashing beacons at the following locations 1) Sierra Vista Elementary School on Olive Avenue, 2) Olive Avenue from Martin Street to Santa Cruz Street; and the installation of concrete barricades on Flume Street at Fourth Street for the Youth Center.

## **DISCUSSION:**

The "Notice Inviting Bids" was published in the Madera Tribune newspaper. The construction and bidding documents (plans and specifications) were distributed to Builders Exchanges in Fresno, Merced, Modesto and Visalia, thereby made available to contractors and sub-contractors. The plans and Specifications were also posted on EBidBoard.com, a projects online listing service for contractors.

On February 10, 2015, the City received six (6) bids. The low bid in the amount of \$239,542.00 was received from Avison Construction, Inc. All bids were checked for accuracy with the bidding requirements of the specifications, and for validity of licenses and bid security. Avison Construction, Inc submitted the lowest responsive and responsible bid that meets the contract requirements. The lowest bid received was higher than the engineers estimate. After the bid opening the State granted the City additional HSIP funds for the construction of this project. Refer to exhibit 'AA' attached for the appropriation adjustment.

The qualified bidders and bids received are listed below:

|                                   | <b><u>Total Bid</u></b> |
|-----------------------------------|-------------------------|
| Avison Construction, Inc.....     | \$239,542.00            |
| DOD Construction.....             | \$269,660.00            |
| RC General Engineering, Inc.....  | \$283,150.00            |
| JT2, Inc. dba Todd Companies..... | \$316,318.00            |
| Tennyson Electric, Inc.....       | \$395,151.00            |
| Taylor Backhoe Service, Inc.....  | \$471,750.00            |
| Engineers Opinion of Cost         | \$213,000.00            |

It is recommended that the City Council award the project to Avison Construction, Inc

**FINANCIAL IMPACT:**

Funding for the Highway Safety Improvement Program (HSIP) at Various Locations project is programmed in FY2014/2015 budget in the amount of \$228,628.76 HSIP funds account 5575-5074, and \$24,255.88 of LTF funds account 5830-5074. The attached Exhibit 'AA' for the appropriation adjustment will modify the current budget to reflect \$256,299.00 HSIP funds and \$45,410.32 LTF Funds. The funds are for the construction of the project and construction contingency and also Construction inspection and construction management costs.

Construction of the project will not have a financial impact on the City's General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

**Strategy 126.0** – This project supports the strategy to create clean and attractive streets that are safe and aesthetically pleasing.

RESOLUTION NO. 15-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AWARD OF CONTRACT FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AT VARIOUS LOCATIONS FEDERAL PROJECT NO. HSIPL 5157 (084), CITY PROJECT NO. TS-18 IN THE AMOUNT OF \$239,542 TO AVISON CONSTRUCTION INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 15% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY AND; AUTHORIZING AMENDMENTS TO THE FY 2014/15 BUDGET FOR THE APPROPRIATION OF LOCAL TRANSPORTATION FUNDS AND HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FUNDS.

**WHEREAS**, The Engineering Department advertised a solicitation for bids for the Highway Safety Improvement Program (HSIP) at Various Locations Federal Project No. HSIPL 5157 (084) City Project No. TS-18, and

**WHEREAS**, Sealed bids were received on February 10, 2015 and opened by the City Engineer; and

**WHEREAS**, An Environmental Determination approved on February 27, 2013 certified a Categorical Exclusion pursuant to NEPA that the project will not have a significant effect on the environment.

**WHEREAS**, local matching funds at 10% of the project cost will be provided by the City of Madera as required to receive HSIP funds; and

**WHEREAS**, amendments to the FY 2014-15 Budget for the appropriation of Local Transportation Funds and Highway Safety Improvement Program funds is necessary for the completion of the work for the Highway Safety Improvement Program (HSIP) at Various Locations Federal Project No. HSIPL 5157 (084) City Project No. TS-18

**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 has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.
3. The City Council finds that the project has no possibility of causing significant impact on the environment.
4. The City finds that Avison Construction, Inc is the lowest responsible and responsive bidder.
5. The contract, a copy of which is on file in the office of the City Clerk and referred to for particulars, for Highway Safety Improvement Program (HSIP) at Various Locations Federal Project No. HSIPL 5157 (084) City Project No. TS-18 in the amount of \$239,542.00 with Avison Construction, Inc is approved.
6. Construction Contingencies of up to 15% as approved by the City Engineer and Construction Inspection and Management of up to 10% are hereby authorized.
7. The Mayor is hereby authorized to execute the contract on behalf of the City.
8. The budget amendment as described on attached Exhibit AA is hereby approved.
9. A certified copy of this resolution shall be forwarded to the Director of Finance who is authorized to amend the budget as stated.
10. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

**EXHIBIT AA**  
**CITY OF MADERA**  
**Appropriation Adjustment**

| <b><u>FUND</u></b>                               | <b><u>ACCOUNT<br/>NUMBER</u></b> | <b><u>DESCRIPTION</u></b>              | <b><u>+</u></b>  | <b><u>-</u></b>  |
|--------------------------------------------------|----------------------------------|----------------------------------------|------------------|------------------|
| <b><u>FEDERAL AID FUND - 41700</u></b>           |                                  |                                        |                  |                  |
|                                                  | 5575-5074                        | TSI-HSIP Various Locations TS-18       | 27,670.24        |                  |
|                                                  | 5575-8493                        | HSIP Grant                             |                  | 27,670.24        |
| <b><u>LOCAL TRANSPORTATION FUNDING-42000</u></b> |                                  |                                        |                  |                  |
|                                                  | 5830-5074                        | TSI-HSIP Various Locations TS-18       | 21,154.44        |                  |
|                                                  | 5800-8436                        | Local Transportation Allocation-Street |                  | 21,154.44        |
| <b>Federal Aid Fund Totals</b>                   |                                  |                                        | <b>48,824.68</b> | <b>48,824.68</b> |

## AGREEMENT

**THIS AGREEMENT**, made this 4<sup>th</sup> day of March, 2015, 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 "**Highway Safety Improvement Program (HSIP) at Various Locations Federal Project No. HSIPL 5157 (084) City Project No. TS-18**".
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 \$239,542.00, 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) State Standard Plans and Specifications ISSUE MAY 2010
  - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**Highway Safety Improvement Program (HSIP) at Various Locations Federal Project No. HSIPL 5157 (084) City Project No. TS-18**" dated **November, 2014**. Project Plans prepared or issued by the City of Madera Engineering Department, Sheets 1 through Sheet 3, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings

|             |          |                         |
|-------------|----------|-------------------------|
| Addenda No. | <u>1</u> | , dated <u>12/10/14</u> |
| Addenda No. | <u>2</u> | , dated <u>12/19/14</u> |
| Addenda No. | <u>3</u> | , dated <u>01/14/15</u> |
| Addenda No. | <u>4</u> | , dated <u>01/15/15</u> |
| Addenda No. | <u>5</u> | , dated <u>01/27/15</u> |
| Addenda No. | <u>6</u> | , dated <u>01/29/15</u> |

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 **Four Hundred Dollars (\$400.00)** 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.

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** will indemnify, defend and defend the **OWNER** against and hold it harmless from all and any liability for damages on account of injury to persons or damages to property resulting from or arising out of or in any way connected with the performance by **CONTRACTOR** of the Agreement and reimburse the **OWNER** for all costs, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by **CONTRACTOR** of this Agreement. **CONTRACTOR** shall furnish the **OWNER** with a certificate of an insurance carrier of adequate insurance coverage on this undertaking with limits of at least:

\$1,000,000 for bodily injury to each person,  
\$1,000,000 for bodily injuries on each occurrence, and  
\$1,000,000 for property damage on each occurrence.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that thirty (30) days notice of cancellation or reduction in coverage shall be given the **OWNER**.

The Certificate of Insurance shall be issued in triplicate to the City of Madera and all officers and employees of said agency while acting within the course and scope of their duties and responsibilities.

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with ISO form CG 20 10 07 04 and form CG 20 37 07 04 endorsement forms or equivalent.

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 42-51 herein, for additional details as they pertain to the provision of insurance.

18. Amendments- Any changes to this Agreement requested by either City or **[Name of Successful Bidder]** 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.

19. 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 Agency:

City of Madera  
205 W. 4<sup>th</sup> Street  
Madera, Ca 93637

To the Contractor Avison Construction, Inc.

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

20. 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.

21. 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 Fresno County.

22. 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.

23. City's Authority- Each individual executing or attesting to this Agreement on behalf of 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.

24. 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.

25. 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.

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Avison Construction, Inc. connection to the Project and correctly sets forth the obligations of 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. 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.

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**  
Herein Called OWNER

By: \_\_\_\_\_  
Robert L. Poythress, Mayor

ATTEST:

\_\_\_\_\_  
Sonia Alvarez, City Clerk

BY: \_\_\_\_\_  
Herein Called CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. No.

Attachment A) **General Wage Decision No. CA20140029**

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 \_\_\_\_\_, 2015 \_\_\_\_\_ 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 Decision Number: CA150029 01/23/2015 CA29

Superseded General Decision Number: CA20140029

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: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2015       |
| 1                   | 01/16/2015       |
| 2                   | 01/23/2015       |

ASBE0016-001 01/01/2014

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

Asbestos Workers/Insulator  
(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

|             |          |       |
|-------------|----------|-------|
| Area 1..... | \$ 57.15 | 18.72 |
| Area 2..... | \$ 44.05 | 18.62 |

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ASBE0016-004 01/01/2013

|                                                                                                                                                                                                                                                                              | Rates    | Fringes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Removal<br>worker/hazardous material<br>handler (Includes<br>preparation, wetting,<br>stripping, removal,<br>scrapping, vacuuming, bagging<br>and disposing of all<br>insulation materials from<br>mechanical systems, whether<br>they contain asbestos or not).... | \$ 31.13 | 6.95    |

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BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

|             | Rates    | Fringes |
|-------------|----------|---------|
| BOILERMAKER |          |         |
| Area 1..... | \$ 42.06 | 33.43   |
| Area 2..... | \$ 38.37 | 31.32   |

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BRCA0003-001 08/01/2013

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 28.05 | 14.01   |

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BRCA0003-003 08/01/2013

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| MARBLE MASON..... | \$ 39.30 | 22.48   |

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BRCA0003-005 05/01/2013

|                                                                | Rates    | Fringes |
|----------------------------------------------------------------|----------|---------|
| BRICKLAYER                                                     |          |         |
| ( 1) Fresno, Kings,<br>Madera, Mariposa, Merced....            | \$ 35.41 | 19.92   |
| ( 7) San Francisco, San<br>Mateo.....                          | \$ 39.96 | 23.79   |
| ( 8) Alameda, Contra<br>Costa, San Benito, Santa<br>Clara..... | \$ 40.98 | 20.49   |
| ( 9) Calaveras, San<br>Joaquin, Stanislaus,<br>Toulumne.....   | \$ 36.48 | 19.59   |
| (16) Monterey, Santa Cruz...                                   | \$ 37.80 | 22.46   |

-----  
 BRCA0003-008 07/01/2013

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER.....      | \$ 33.15 | 13.93   |
| TERRAZZO WORKER/SETTER..... | \$ 39.95 | 24.39   |

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BRCA0003-011 04/01/2014

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.....   | \$ 22.76 | 12.37   |
| Area 2.....   | \$ 22.58 | 12.50   |
| Area 3.....   | \$ 22.40 | 11.58   |
| Tile Layer    |          |         |
| Area 1.....   | \$ 39.42 | 13.77   |
| Area 2.....   | \$ 36.43 | 13.74   |
| Area 3.....   | \$ 29.78 | 13.10   |

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CARP0022-001 07/01/2014

San Francisco County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 40.35 | 27.53   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 40.50 | 27.53   |
| Journeyman Carpenter.....  | \$ 40.35 | 27.53   |
| Millwright.....            | \$ 40.45 | 29.12   |

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CARP0034-001 07/01/2014

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| Diver                          |          |         |
| Assistant Tender, ROV          |          |         |
| Tender/Technician.....         | \$ 39.60 | 30.73   |
| Diver standby.....             | \$ 44.56 | 30.73   |
| Diver Tender.....              | \$ 43.56 | 30.73   |
| Diver wet.....                 | \$ 89.12 | 30.73   |
| Manifold Operator (mixed       |          |         |
| gas).....                      | \$ 48.56 | 30.73   |
| Manifold Operator (Standby).\$ | 43.56    | 30.73   |

## 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

## 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.

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 CARP0034-003 07/01/2014

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Piledriver..... | \$ 40.60 | 30.73   |

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CARP0035-007 07/01/2014

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.....            | \$ 23.36 | 18.31   |
| Installer II.....           | \$ 19.93 | 18.31   |
| Lead Installer.....         | \$ 26.81 | 18.81   |
| Master Installer.....       | \$ 31.03 | 18.81   |
| Area 2                      |          |         |
| Installer I.....            | \$ 20.71 | 18.31   |
| Installer II.....           | \$ 17.76 | 18.31   |
| Lead Installer.....         | \$ 23.68 | 18.81   |
| Master Installer.....       | \$ 27.31 | 18.81   |
| Area 3                      |          |         |
| Installer I.....            | \$ 19.76 | 18.31   |

|                       |          |       |
|-----------------------|----------|-------|
| Installer II.....     | \$ 16.99 | 18.31 |
| Lead Installer.....   | \$ 22.56 | 18.81 |
| Master Installer..... | \$ 29.58 | 18.81 |

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CARP0035-008 08/01/2014

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.....                 | \$ 40.35 | 27.97   |
| Area 2.....                 | \$ 34.47 | 27.97   |
| Area 3.....                 | \$ 34.97 | 27.97   |
| Area 4.....                 | \$ 33.62 | 27.97   |
| Drywall Stocker/Scrapper    |          |         |
| Area 1.....                 | \$ 20.18 | 16.30   |
| Area 2.....                 | \$ 17.24 | 16.30   |
| Area 3.....                 | \$ 17.49 | 16.30   |
| Area 4.....                 | \$ 16.81 | 16.30   |

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CARP0152-001 07/01/2014

Contra Costa County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 40.35 | 27.53   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 40.50 | 27.53   |
| Journeyman Carpenter.....  | \$ 40.35 | 27.53   |
| Millwright.....            | \$ 40.45 | 29.12   |

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CARP0152-002 07/01/2014

San Joaquin County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 40.35 | 27.53   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |

|                           |          |       |
|---------------------------|----------|-------|
| Filer.....                | \$ 34.62 | 27.53 |
| Journeyman Carpenter..... | \$ 34.47 | 27.53 |
| Millwright.....           | \$ 34.97 | 29.12 |

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CARP0152-004 07/01/2014

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 40.35 | 27.53   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 33.27 | 27.53   |
| Journeyman Carpenter.....  | \$ 33.12 | 27.53   |
| Millwright.....            | \$ 35.62 | 29.12   |

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CARP0217-001 07/01/2014

San Mateo County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 40.35 | 27.53   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 40.50 | 27.53   |
| Journeyman Carpenter.....  | \$ 40.35 | 27.53   |
| Millwright.....            | \$ 40.45 | 29.12   |

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CARP0405-001 07/01/2014

Santa Clara County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 40.35 | 27.53   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 40.50 | 27.53   |
| Journeyman Carpenter.....  | \$ 40.35 | 27.53   |
| Millwright.....            | \$ 40.45 | 29.12   |

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CARP0405-002 07/01/2014

San Benito County

| Rates | Fringes |
|-------|---------|
|-------|---------|

## Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 40.35 | 27.53 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 34.53 | 27.53 |
| Journeyman Carpenter.....                                                                                             | \$ 34.47 | 27.53 |
| Millwright.....                                                                                                       | \$ 36.97 | 29.12 |

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CARP0505-001 07/01/2014

## Santa Cruz County

## Rates

## Fringes

## Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 40.35 | 27.53 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 34.62 | 27.53 |
| Journeyman Carpenter.....                                                                                             | \$ 34.47 | 27.53 |
| Millwright.....                                                                                                       | \$ 36.97 | 29.12 |

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CARP0605-001 07/01/2014

## Monterey County

## Rates

## Fringes

## Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 40.35 | 27.53 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 34.62 | 27.53 |
| Journeyman Carpenter.....                                                                                             | \$ 34.47 | 27.53 |
| Millwright.....                                                                                                       | \$ 36.97 | 29.12 |

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CARP0701-001 07/01/2014

## Fresno and Madera Counties

## Rates

## Fringes

## Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 40.35 | 27.53 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 33.27 | 27.53 |

|                           |          |       |
|---------------------------|----------|-------|
| Journeyman Carpenter..... | \$ 33.12 | 27.53 |
| Millwright.....           | \$ 35.62 | 29.12 |

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CARP0713-001 07/01/2014

Alameda County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 40.35 | 27.53   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 40.50 | 27.53   |
| Journeyman Carpenter.....  | \$ 40.35 | 27.53   |
| Millwright.....            | \$ 40.45 | 29.12   |

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CARP1109-001 07/01/2014

Kings County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 40.35 | 27.53   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 33.27 | 27.53   |
| Journeyman Carpenter.....  | \$ 33.12 | 27.53   |
| Millwright.....            | \$ 35.62 | 29.12   |

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ELEC0006-004 12/01/2013

SAN FRANCISCO COUNTY

|                        | Rates    | Fringes  |
|------------------------|----------|----------|
| Sound & Communications |          |          |
| Installer.....         | \$ 31.82 | 3%+16.11 |
| Technician.....        | \$ 36.23 | 3%+16.11 |

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.

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ELEC0006-007 06/23/2014

SAN FRANCISCO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 58.82 | 28.91   |

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ELEC0006-008 12/01/2011

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 30.12 | 3%+13.70 |
| Technician.....       | \$ 34.29 | 3%+13.70 |

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.

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ELEC0100-002 06/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 34.05 | 19.67   |

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ELEC0100-005 12/01/2013

FRESNO, KINGS, MADERA

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Communications System |          |         |
| Installer.....        | \$ 27.34 | 16.12   |
| Technician.....       | \$ 31.13 | 16.23   |

## 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.

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ELEC0234-001 03/24/2014

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

|             | Rates    | Fringes |
|-------------|----------|---------|
| ELECTRICIAN |          |         |
| Zone A..... | \$ 41.65 | 22.60   |
| Zone B..... | \$ 45.82 | 22.72   |

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

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ELEC0234-003 12/01/2013

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 31.32 | 16.24   |
| Technician.....        | \$ 35.66 | 16.24   |

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.

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ELEC0302-001 06/01/2014

CONTRA COSTA COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 51.67 | 26.12   |
| ELECTRICIAN.....   | \$ 45.26 | 25.93   |

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ELEC0302-003 12/01/2013

CONTRA COSTA COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 31.32 | 16.24   |
| Technician.....        | \$ 35.66 | 16.37   |

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.

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ELEC0332-001 06/01/2014

SANTA CLARA COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 62.41 | 32.102  |
| ELECTRICIAN.....   | \$ 54.27 | 31.858  |

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.

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ELEC0332-003 12/01/2014

SANTA CLARA COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 32.32 | 16.27   |
| Technician.....        | \$ 36.80 | 16.40   |

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.

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ELEC0595-001 06/01/2014

ALAMEDA COUNTY

|                    | Rates    | Fringes  |
|--------------------|----------|----------|
| CABLE SPLICER..... | \$ 55.29 | 3%+29.81 |
| ELECTRICIAN.....   | \$ 49.15 | 3%+29.81 |

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ELEC0595-002 06/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

|                         | Rates    | Fringes    |
|-------------------------|----------|------------|
| CABLE SPLICER.....      | \$ 39.09 | 7.5%+21.74 |
| ELECTRICIAN             |          |            |
| (1) Tunnel work.....    | \$ 36.49 | 7.5%+21.74 |
| (2) All other work..... | \$ 34.75 | 7.5%+21.74 |

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ELEC0595-006 12/01/2013

ALAMEDA COUNTY

|                        | Rates    | Fringes  |
|------------------------|----------|----------|
| Sound & Communications |          |          |
| Installer.....         | \$ 31.32 | 3%+15.30 |
| Technician.....        | \$ 35.66 | 3%+15.30 |

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.

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ELEC0595-008 12/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 27.34 | 3%+15.30 |
| Technician.....       | \$ 31.12 | 3%+15.30 |

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.

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ELEC0617-001 06/01/2014

SAN MATEO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 52.50 | 28.81   |

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ELEC0617-003 12/01/2013

SAN MATEO COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 31.32 | 16.24   |
| Technician.....        | \$ 35.66 | 16.37   |

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.

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ELEC0684-001 07/01/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

|                  | Rates    | Fringes  |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 35.50 | 3%+18.58 |

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC1245-001 06/01/2013

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| LINE CONSTRUCTION            |          |         |
| (1) Lineman; Cable splicer.. | \$ 50.30 | 15.00   |
| (2) Equipment specialist     |          |         |
| (operates crawler            |          |         |
| tractors, commercial motor   |          |         |
| vehicles, backhoes,          |          |         |
| trenchers, cranes (50 tons   |          |         |
| and below), overhead &       |          |         |
| underground distribution     |          |         |

|                              |       |
|------------------------------|-------|
| line equipment).....\$ 40.17 | 14.56 |
| (3) Groundman.....\$ 30.73   | 13.48 |
| (4) Powderman.....\$ 44.91   | 13.48 |

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

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ELEV0008-001 01/01/2014

|                                | Rates | Fringes |
|--------------------------------|-------|---------|
| ELEVATOR MECHANIC.....\$ 59.19 |       | 26.785  |

FOOTNOTE:

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.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0003-008 07/01/2013

|                                                                                                             | Rates | Fringes |
|-------------------------------------------------------------------------------------------------------------|-------|---------|
| Dredging: (DREDGING:<br>CLAMSHELL & DIPPER DREDGING;<br>HYDRAULIC SUCTION DREDGING:)                        |       |         |
| AREA 1:                                                                                                     |       |         |
| (1) Leverman.....\$ 40.53                                                                                   |       | 27.81   |
| (2) Dredge Dozer; Heavy<br>duty repairman.....\$ 35.57                                                      |       | 27.81   |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>Operator.....\$ 34.45 |       | 27.81   |
| (4) Bargeman; Deckhand;<br>Fireman; Leveehand; Oiler..\$ 31.15                                              |       | 27.81   |
| AREA 2:                                                                                                     |       |         |
| (1) Leverman.....\$ 42.53                                                                                   |       | 27.81   |
| (2) Dredge Dozer; Heavy<br>duty repairman.....\$ 37.57                                                      |       | 27.81   |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>Operator.....\$ 36.45 |       | 27.81   |
| (4) Bargeman; Deckhand;<br>Fireman; Leveehand; Oiler..\$ 33.15                                              |       | 27.81   |

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 REMAINGING 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: Al but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

## SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

## TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties

Area 2: Remainder

## TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with  
Shasta County

Area 2: Remainder

## TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-018 06/30/2014

"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.....              | \$ 39.85 | 27.44   |
| GROUP 2.....              | \$ 38.32 | 27.44   |
| GROUP 3.....              | \$ 36.84 | 27.44   |
| GROUP 4.....              | \$ 35.46 | 27.44   |
| GROUP 5.....              | \$ 34.19 | 27.44   |
| GROUP 6.....              | \$ 32.87 | 27.44   |
| GROUP 7.....              | \$ 31.73 | 27.44   |
| GROUP 8.....              | \$ 30.59 | 27.44   |
| GROUP 8-A.....            | \$ 28.38 | 27.44   |
| OPERATOR: Power Equipment |          |         |
| (Cranes and Attachments - |          |         |
| AREA 1:)                  |          |         |
| GROUP 1                   |          |         |
| Cranes.....               | \$ 40.73 | 27.44   |
| Oiler.....                | \$ 33.76 | 27.44   |

|                                |       |
|--------------------------------|-------|
| Truck crane oiler.....\$ 37.33 | 27.44 |
| GROUP 2                        |       |
| Cranes.....\$ 38.97            | 27.44 |
| Oiler.....\$ 33.50             | 27.44 |
| Truck crane oiler.....\$ 37.04 | 27.44 |
| GROUP 3                        |       |
| Cranes.....\$ 37.23            | 27.44 |
| Hydraulic.....\$ 32.87         | 27.44 |
| Oiler.....\$ 33.26             | 27.44 |
| Truck Crane Oiler.....\$ 36.77 | 27.44 |
| GROUP 4                        |       |
| Cranes.....\$ 34.19            | 27.44 |
| OPERATOR: Power Equipment      |       |
| (Piledriving - AREA 1:)        |       |
| GROUP 1                        |       |
| Lifting devices.....\$ 41.07   | 27.44 |
| Oiler.....\$ 31.81             | 27.44 |
| Truck crane oiler.....\$ 34.09 | 27.44 |
| GROUP 2                        |       |
| Lifting devices.....\$ 39.25   | 27.44 |
| Oiler.....\$ 31.54             | 27.44 |
| Truck Crane Oiler.....\$ 33.84 | 27.44 |
| GROUP 3                        |       |
| Lifting devices.....\$ 37.57   | 27.44 |
| Oiler.....\$ 31.32             | 27.44 |
| Truck Crane Oiler.....\$ 33.55 | 27.44 |
| GROUP 4                        |       |
| Lifting devices.....\$ 35.80   | 27.44 |
| GROUP 5                        |       |
| Lifting devices.....\$ 34.50   | 27.44 |
| GROUP 6                        |       |
| Lifting devices.....\$ 33.16   | 27.44 |
| OPERATOR: Power Equipment      |       |
| (Steel Erection - AREA 1:)     |       |
| GROUP 1                        |       |
| Cranes.....\$ 41.70            | 27.44 |
| Oiler.....\$ 32.15             | 27.44 |
| Truck Crane Oiler.....\$ 34.38 | 27.44 |
| GROUP 2                        |       |
| Cranes.....\$ 39.93            | 27.44 |
| Oiler.....\$ 31.88             | 27.44 |
| Truck Crane Oiler.....\$ 34.16 | 27.44 |
| GROUP 3                        |       |
| Cranes.....\$ 38.45            | 27.44 |
| Hydraulic.....\$ 32.67         | 27.44 |
| Oiler.....\$ 31.66             | 27.44 |
| Truck Crane Oiler.....\$ 33.89 | 27.44 |
| GROUP 4                        |       |
| Cranes.....\$ 36.43            | 27.44 |
| GROUP 5                        |       |
| Cranes.....\$ 35.13            | 27.44 |
| OPERATOR: Power Equipment      |       |
| (Tunnel and Underground Work   |       |
| - AREA 1:)                     |       |
| SHAFTS, STOPES, RAISES:        |       |
| GROUP 1.....\$ 35.95           | 27.44 |
| GROUP 1-A.....\$ 38.32         | 27.44 |
| GROUP 2.....\$ 34.59           | 27.44 |
| GROUP 3.....\$ 33.36           | 27.44 |
| GROUP 4.....\$ 32.22           | 27.44 |

|                |          |       |
|----------------|----------|-------|
| GROUP 5.....   | \$ 31.08 | 27.44 |
| UNDERGROUND:   |          |       |
| GROUP 1.....   | \$ 35.85 | 27.44 |
| GROUP 1-A..... | \$ 38.32 | 27.44 |
| GROUP 2.....   | \$ 34.59 | 27.44 |
| GROUP 3.....   | \$ 33.26 | 27.44 |
| GROUP 4.....   | \$ 32.12 | 27.44 |
| GROUP 5.....   | \$ 30.98 | 27.44 |

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

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#### 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;

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#### 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

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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

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

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

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ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

Rates

Fringes

OPERATOR: Power Equipment

## (LANDSCAPE WORK ONLY)

|             |          |       |
|-------------|----------|-------|
| GROUP 1     |          |       |
| AREA 1..... | \$ 29.64 | 25.71 |
| AREA 2..... | \$ 31.64 | 25.71 |
| GROUP 2     |          |       |
| AREA 1..... | \$ 26.04 | 25.71 |
| AREA 2..... | \$ 28.04 | 25.71 |
| GROUP 3     |          |       |
| AREA 1..... | \$ 21.43 | 25.71 |
| AREA 2..... | \$ 23.43 | 25.71 |

## 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: Landscape 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

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IRON0377-002 01/01/2015

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| Ironworkers:                                   |          |         |
| Fence Erector.....                             | \$ 27.08 | 18.24   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 33.50 | 28.20   |

## 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 - Seale, 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

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LABO0067-002 12/01/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Asbestos Removal Laborer |          |         |
| Areas A & B.....         | \$ 20.06 | 9.62    |
| LABORER (Lead Removal)   |          |         |
| Area A.....              | \$ 29.02 | 19.42   |
| Area B.....              | \$ 28.02 | 19.42   |

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.

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LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Laborers: (CONSTRUCTION CRAFT |          |         |
| LABORERS - AREA A:)           |          |         |
| Construction Specialist       |          |         |
| Group.....                    | \$ 29.09 | 18.66   |
| GROUP 1.....                  | \$ 28.39 | 18.66   |
| GROUP 1-a.....                | \$ 28.61 | 18.66   |
| GROUP 1-c.....                | \$ 28.44 | 18.66   |
| GROUP 1-e.....                | \$ 28.94 | 18.66   |
| GROUP 1-f.....                | \$ 28.97 | 18.66   |
| GROUP 1-g (Contra Costa       |          |         |
| County).....                  | \$ 28.59 | 18.66   |
| GROUP 2.....                  | \$ 28.24 | 18.66   |
| GROUP 3.....                  | \$ 28.14 | 18.66   |
| GROUP 4.....                  | \$ 21.83 | 18.66   |

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

|                |          |       |
|----------------|----------|-------|
| Group.....     | \$ 28.09 | 18.66 |
| GROUP 1.....   | \$ 27.39 | 18.66 |
| GROUP 1-a..... | \$ 27.61 | 18.66 |
| GROUP 1-c..... | \$ 27.44 | 18.66 |
| GROUP 1-e..... | \$ 27.94 | 18.66 |
| GROUP 1-f..... | \$ 27.97 | 18.66 |
| GROUP 2.....   | \$ 27.24 | 18.66 |
| GROUP 3.....   | \$ 27.14 | 18.66 |
| GROUP 4.....   | \$ 20.83 | 18.66 |

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.35 | 18.66 |
| GROUP 2..... | \$ 28.85 | 18.66 |
| GROUP 3..... | \$ 28.26 | 18.66 |
| GROUP 4..... | \$ 28.14 | 18.66 |

Laborers: (GUNITE - AREA B:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 28.35 | 18.66 |
| GROUP 2..... | \$ 27.85 | 18.66 |
| GROUP 3..... | \$ 27.26 | 18.66 |
| GROUP 4..... | \$ 27.14 | 18.66 |

Laborers: (WRECKING - AREA A:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 28.39 | 18.66 |
| GROUP 2..... | \$ 28.24 | 18.66 |

Laborers: (WRECKING - AREA B:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 27.39 | 18.66 |
| GROUP 2..... | \$ 27.24 | 18.66 |

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

|                                           |          |       |
|-------------------------------------------|----------|-------|
| (1) New Construction.....                 | \$ 28.14 | 18.66 |
| (2) Establishment Warranty<br>Period..... | \$ 21.83 | 18.66 |

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

|                                           |          |       |
|-------------------------------------------|----------|-------|
| (1) New Construction.....                 | \$ 27.14 | 18.66 |
| (2) Establishment Warranty<br>Period..... | \$ 20.83 | 18.66 |

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 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".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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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)

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LABO0073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person..           | \$ 27.14 | 19.03   |
| Traffic Control Person I....           | \$ 27.44 | 19.03   |
| Traffic Control Person II...           | \$ 24.94 | 19.03   |

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.

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LABO0073-003 06/30/2014

SAN JOAQUIN COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 31.11 | 17.34   |

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LABO0073-005 06/30/2014

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

## Tunnel and Shaft Laborers:

|                           |          |       |
|---------------------------|----------|-------|
| GROUP 1.....              | \$ 34.60 | 19.49 |
| GROUP 2.....              | \$ 34.37 | 19.49 |
| GROUP 3.....              | \$ 34.12 | 19.49 |
| GROUP 4.....              | \$ 33.67 | 19.49 |
| GROUP 5.....              | \$ 33.13 | 19.49 |
| Shotcrete Specialist..... | \$ 35.12 | 19.49 |

## TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0166-001 07/01/2006

## ALAMEDA AND CONTRA COSTA COUNTIES:

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 25.91 | 14.65   |

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.

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LABO0166-002 07/01/2007

## SAN FRANCISCO AND SAN MATEO COUNTIES:

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| MASON TENDER, BRICK..... | \$ 26.93 | 16.50   |

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.

-----  
LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

|                                                                                                                            | Rates | Fringes |
|----------------------------------------------------------------------------------------------------------------------------|-------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE)                                                                                     |       |         |
| Escort Driver, Flag Person..\$                                                                                             | 28.14 | 19.03   |
| Traffic Control Person I....\$                                                                                             | 28.44 | 19.03   |
| Traffic Control Person II...\$                                                                                             | 25.94 | 19.03   |
| 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. |       |         |

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LABO0261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

|                             | Rates | Fringes |
|-----------------------------|-------|---------|
| Tunnel and Shaft Laborers:  |       |         |
| GROUP 1.....\$              | 34.60 | 19.49   |
| GROUP 2.....\$              | 34.37 | 19.49   |
| GROUP 3.....\$              | 34.12 | 19.49   |
| GROUP 4.....\$              | 33.67 | 19.49   |
| GROUP 5.....\$              | 33.13 | 19.49   |
| Shotcrete Specialist.....\$ | 35.12 | 19.49   |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-003 06/30/2014

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.....                            | \$ 28.14 | 19.03   |
| Area B.....                            | \$ 27.14 | 19.03   |
| Traffic Control Person I               |          |         |
| Area A.....                            | \$ 28.44 | 19.03   |
| Area B.....                            | \$ 27.44 | 19.03   |
| Traffic Control Person II              |          |         |
| Area A.....                            | \$ 25.94 | 19.03   |
| Area B.....                            | \$ 24.94 | 19.03   |

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.

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LABO0270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |
| GROUP 2.....               | \$ 34.37 | 19.49   |
| GROUP 3.....               | \$ 34.12 | 19.49   |
| GROUP 4.....               | \$ 33.67 | 19.49   |
| GROUP 5.....               | \$ 33.13 | 19.49   |
| Shotcrete Specialist.....  | \$ 35.12 | 19.49   |

#### TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 31.70 | 16.53   |

-----  
LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER (Brick)         |          |         |
| Mason Tender-Brick..... | \$ 31.11 | 17.34   |

-----  
LABO0294-002 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person..           | \$ 27.14 | 19.03   |
| Traffic Control Person I....           | \$ 27.44 | 19.03   |
| Traffic Control Person II...           | \$ 24.94 | 19.03   |

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.

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LABO0294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |
| GROUP 2.....               | \$ 34.37 | 19.49   |

|                           |          |       |
|---------------------------|----------|-------|
| GROUP 3.....              | \$ 34.12 | 19.49 |
| GROUP 4.....              | \$ 33.67 | 19.49 |
| GROUP 5.....              | \$ 33.13 | 19.49 |
| Shotcrete Specialist..... | \$ 35.12 | 19.49 |

## TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0304-002 06/30/2014

## ALAMEDA COUNTY

|                                                                                                                            | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE)                                                                                     |          |         |
| Escort Driver, Flag Person..                                                                                               | \$ 28.14 | 19.03   |
| Traffic Control Person I....                                                                                               | \$ 28.44 | 19.03   |
| Traffic Control Person II...                                                                                               | \$ 25.94 | 19.03   |
| 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. |          |         |

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LABO0304-003 06/30/2014

## ALAMEDA COUNTY

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |

|                           |          |       |
|---------------------------|----------|-------|
| GROUP 2.....              | \$ 34.37 | 19.49 |
| GROUP 3.....              | \$ 34.12 | 19.49 |
| GROUP 4.....              | \$ 33.67 | 19.49 |
| GROUP 5.....              | \$ 33.13 | 19.49 |
| Shotcrete Specialist..... | \$ 35.12 | 19.49 |

## TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-002 06/30/2014

## CONTRA COSTA COUNTY

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person..           | \$ 28.14 | 19.03   |
| Traffic Control Person I....           | \$ 28.44 | 19.03   |
| Traffic Control Person II....          | \$ 25.94 | 19.03   |

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.

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LABO0324-006 06/30/2014

## CONTRA COSTA COUNTY

|                            | Rates | Fringes |
|----------------------------|-------|---------|
| Tunnel and Shaft Laborers: |       |         |

|                           |          |       |
|---------------------------|----------|-------|
| GROUP 1.....              | \$ 34.60 | 19.49 |
| GROUP 2.....              | \$ 34.37 | 19.49 |
| GROUP 3.....              | \$ 34.12 | 19.49 |
| GROUP 4.....              | \$ 33.67 | 19.49 |
| GROUP 5.....              | \$ 33.13 | 19.49 |
| Shotcrete Specialist..... | \$ 35.12 | 19.49 |

## TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LAB01130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person..           | \$ 27.14 | 19.03   |
| Traffic Control Person I....           | \$ 27.44 | 19.03   |
| Traffic Control Person II...           | \$ 24.94 | 19.03   |

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 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

## Tunnel and Shaft Laborers:

|                           |          |       |
|---------------------------|----------|-------|
| GROUP 1.....              | \$ 34.60 | 19.49 |
| GROUP 2.....              | \$ 34.37 | 19.49 |
| GROUP 3.....              | \$ 34.12 | 19.49 |
| GROUP 4.....              | \$ 33.67 | 19.49 |
| GROUP 5.....              | \$ 33.13 | 19.49 |
| Shotcrete Specialist..... | \$ 35.12 | 19.49 |

## TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-005 06/30/2014

## MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 31.11 | 17.34   |

-----  
LABO1414-004 08/07/2013

## SAN FRANCISCO AND SAN MATEO COUNTIES:

|                     | Rates    | Fringes |
|---------------------|----------|---------|
| PLASTER TENDER..... | \$ 30.00 | 16.36   |

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
LABO1414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| Plasterer tender.....                                       | \$ 30.00 | 16.36   |
| Work on a swing stage scaffold: \$1.00 per hour additional. |          |         |

-----  
LAB01414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| Plasterer tender.....                                       | \$ 30.00 | 16.36   |
| Work on a swing stage scaffold: \$1.00 per hour additional. |          |         |

-----  
LAB01414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| PLASTER TENDER           |          |         |
| 4 Stories and under..... | \$ 28.00 | 16.36   |
| 5 Stories and above..... | \$ 30.00 | 16.36   |

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
LAB01414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| Plasterer tender.....                                       | \$ 30.00 | 16.36   |
| Work on a swing stage scaffold: \$1.00 per hour additional. |          |         |

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PAIN0016-001 01/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| Painters:..... | \$ 33.86 | 20.26   |

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

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PAIN0016-003 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Drywall Finisher/Taper |          |         |
| AREA 1.....            | \$ 40.37 | 20.07   |
| AREA 2.....            | \$ 36.24 | 18.67   |

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PAIN0016-012 01/01/2013

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 44.87 | 17.98   |

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PAIN0016-015 01/01/2014

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

|            | Rates    | Fringes |
|------------|----------|---------|
| PAINTER    |          |         |
| Brush..... | \$ 30.02 | 16.32   |

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.

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PAIN0016-022 01/01/2013

SAN FRANCISCO COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 37.48 | 20.26   |

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PAIN0169-001 01/01/2013

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 32.48 | 18.20   |

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PAIN0169-005 01/01/2013

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA &amp; SANTA CRUZ COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 41.88 | 21.59   |

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PAIN0294-004 07/01/2014

FRESNO, KINGS AND MADERA COUNTIES

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| PAINTER                     |          |         |
| Brush, Roller.....          | \$ 25.67 | 15.68   |
| Drywall Finisher/Taper..... | \$ 30.47 | 16.81   |

## FOOTNOTE:

Spray Painters & Paperhangers receive \$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.

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PAIN0294-005 01/01/2013

FRESNO, KINGS &amp; MADERA

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 27.83 | 15.40   |

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PAIN0767-001 01/01/2013

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 32.24 | 19.88   |

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

|                                       | Rates    | Fringes |
|---------------------------------------|----------|---------|
| Parking Lot Striping/Highway Marking: |          |         |
| GROUP 1.....                          | \$ 34.26 | 11.65   |
| GROUP 2.....                          | \$ 29.12 | 11.65   |
| GROUP 3.....                          | \$ 29.46 | 11.65   |

## 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

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PAIN1237-003 01/01/2013

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 28.25 | 16.73   |

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PLAS0066-002 07/01/2014

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 35.34 | 24.21   |

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PLAS0300-001 07/01/2014

|                                                                      | Rates    | Fringes |
|----------------------------------------------------------------------|----------|---------|
| PLASTERER                                                            |          |         |
| AREA 188: Fresno.....                                                | \$ 29.44 | 22.26   |
| AREA 224: San Benito,<br>Santa Clara, Santa Cruz.....                | \$ 31.59 | 22.26   |
| AREA 295: Calaveras & San<br>Joaquin Counties.....                   | \$ 31.41 | 22.26   |
| AREA 337: Monterey County..                                          | \$ 30.52 | 22.26   |
| AREA 429: Mariposa,<br>Merced, Stanislaus,<br>Tuolumne Counties..... | \$ 31.41 | 22.26   |

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PLAS0300-005 06/30/2014

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 30.00 | 22.07   |

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PLUM0038-001 07/01/2014

## SAN FRANCISCO COUNTY

|                                                                 | Rates    | Fringes |
|-----------------------------------------------------------------|----------|---------|
| PLUMBER (Plumber,<br>Steamfitter, Refrigeration<br>Fitter)..... | \$ 64.00 | 43.29   |

-----  
PLUM0038-005 07/01/2014

## SAN FRANCISCO COUNTY

|                                                                  | Rates    | Fringes |
|------------------------------------------------------------------|----------|---------|
| Landscape/Irrigation Fitter<br>(Underground/Utility Fitter)..... | \$ 54.40 | 32.15   |

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PLUM0062-001 07/01/2014

## MONTEREY AND SANTA CRUZ COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 41.05 | 25.19   |

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\* PLUM0159-001 07/01/2014

## CONTRA COSTA COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Plumber and steamfitter |          |         |
| (1) Refrigeration.....  | \$ 50.88 | 33.64   |
| (2) All other work..... | \$ 51.77 | 28.39   |

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PLUM0246-001 07/01/2014

## FRESNO, KINGS &amp; MADERA COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 37.15 | 25.54   |

-----  
PLUM0246-004 07/01/2013

## FRESNO, MERCED &amp; SAN JOAQUIN COUNIES

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| PLUMBER (PIPE TRADESMAN)..... | \$ 13.00 | 9.77    |

## 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 diaphering 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 07/01/2014

ALAMEDA & CONTRA COSTA COUNTIES

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| PIPEFITTER                          |          |         |
| CONTRA COSTA COUNTY.....            | \$ 54.71 | 35.99   |
| PLUMBER, PIPEFITTER,<br>STEAMFITTER |          |         |
| ALAMEDA COUNTY.....                 | \$ 54.71 | 35.99   |

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PLUM0355-004 07/01/2014

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.....     | \$ 28.55 | 9.25    |

-----

PLUM0393-001 07/01/2013

SAN BENITO AND SANTA CLARA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 57.41 | 30.08   |

-----

PLUM0442-001 07/01/2014

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 38.00 | 25.39   |

-----

PLUM0467-001 07/01/2014

## SAN MATEO COUNTY

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| Plumber/Pipefitter/Steamfitter... | \$ 57.50 | 31.16   |
| -----                             |          |         |
| ROOF0027-002 09/01/2014           |          |         |

## FRESNO, KINGS, AND MADERA COUNTIES

|             | Rates    | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 26.37 | 12.68   |

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.

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ROOF0040-002 08/01/2014

## SAN FRANCISCO &amp; SAN MATEO COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| ROOFER.....             | \$ 35.19 | 13.75   |
| -----                   |          |         |
| ROOF0081-001 08/01/2014 |          |         |

## ALAMEDA AND CONTRA COSTA COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Roofer.....             | \$ 35.06 | 13.89   |
| -----                   |          |         |
| ROOF0081-004 08/01/2014 |          |         |

## CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| ROOFER.....             | \$ 31.94 | 13.64   |
| -----                   |          |         |
| ROOF0095-002 08/01/2014 |          |         |

## MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| ROOFER                     |          |         |
| Journeyman.....            | \$ 37.14 | 14.57   |
| Kettle person (2 kettles); |          |         |
| Bitumastic, Enameler, Coal |          |         |
| Tar, Pitch and Mastic      |          |         |
| worker.....                | \$ 39.14 | 14.57   |

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 \* SFCA0483-001 01/01/2015

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA  
 COUNTIES:

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| SPRINKLER FITTER (FIRE)..... | \$ 56.02 | 27.77   |

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SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,  
 SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE  
 COUNTIES:

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 32.98 | 19.35   |

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SHEE0104-001 07/01/2014

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..... | \$ 48.79 | 35.29   |
| All Other Work.....  | \$ 54.85 | 35.91   |
| AREA 2.....          | \$ 41.55 | 28.85   |
| AREA 3.....          | \$ 44.07 | 28.40   |

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SHEE0104-003 07/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 36.59 | 28.66   |

-----

SHEE0104-005 07/01/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

|                                                              | Rates    | Fringes |
|--------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Excluding<br>metal deck and siding)..... | \$ 36.03 | 31.30   |

-----

SHEE0104-007 07/01/2014

## FRESNO, KINGS, AND MADERA COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 34.60 | 31.55   |

-----  
SHEE0104-015 07/01/2014

## ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

|                                                            | Rates    | Fringes |
|------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Metal<br>Decking and Siding only)..... | \$ 33.86 | 31.83   |

-----  
SHEE0104-018 07/01/2014

## CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

|                                                            | Rates    | Fringes |
|------------------------------------------------------------|----------|---------|
| Sheet metal worker (Metal<br>decking and siding only)..... | \$ 33.86 | 31.83   |

-----  
TEAM0094-001 07/01/2014

|                | Rates    | Fringes |
|----------------|----------|---------|
| Truck drivers: |          |         |
| GROUP 1.....   | \$ 27.96 | 24.28   |
| GROUP 2.....   | \$ 28.26 | 24.28   |
| GROUP 3.....   | \$ 28.56 | 24.28   |
| GROUP 4.....   | \$ 28.91 | 24.28   |
| GROUP 5.....   | \$ 29.26 | 24.28   |

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot

car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

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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.

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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□

## DLA-OB 12-05 - Attachment 1 - LAPM Exhibit 12-E, Attachment B

FHWA-1273 -- Revised May 1, 2012

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Withholding**

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

## **3. Payrolls and basic records**

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

## **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

| Minority Utilization Goals |                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Goal<br>(Percent)                                   |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Economic Area              |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                     |
| 174                        | Redding CA:<br>Non-SMSA Counties:<br>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama                                                                                                                                                                                                                                                                                                                                                     | 6.8                                                 |
| 175                        | Eureka, CA<br>Non-SMSA Counties:<br>CA Del Norte; CA Humboldt; CA Trinity                                                                                                                                                                                                                                                                                                                                                                                  | 6.6                                                 |
| 176                        | San Francisco-Oakland-San Jose, CA:<br>SMSA Counties:<br>7120 Salinas-Seaside-Monterey, CA<br>CA Monterey<br>7360 San Francisco-Oakland<br>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo<br>7400 San Jose, CA<br>CA Santa Clara, CA<br>7485 Santa Cruz, CA<br>CA Santa Cruz<br>7500 Santa Rosa<br>CA Sonoma<br>8720 Vallejo-Fairfield-Napa, CA<br>CA Napa; CA Solano<br>Non-SMSA Counties:<br>CA Lake; CA Mendocino; CA San Benito | 28.9<br>25.6<br>19.6<br>14.9<br>9.1<br>17.1<br>23.2 |
| 177                        | Sacramento, CA:<br>SMSA Counties:<br>6920 Sacramento, CA<br>CA Placer; CA Sacramento; CA Yolo<br>Non-SMSA Counties<br>CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba                                                                                                                                                                                                                                                | 16.1<br>14.3                                        |
| 178                        | Stockton-Modesto, CA:<br>SMSA Counties:<br>5170 Modesto, CA<br>CA Stanislaus<br>8120 Stockton, CA<br>CA San Joaquin<br>Non-SMSA Counties<br>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne                                                                                                                                                                                                                                        | 12.3<br>24.3<br>19.8                                |
| 179                        | Fresno-Bakersfield, CA<br>SMSA Counties:<br>0680 Bakersfield, CA<br>CA Kern<br>2840 Fresno, CA<br>CA Fresno<br>Non-SMSA Counties:                                                                                                                                                                                                                                                                                                                          | 19.1<br>26.1<br>23.6                                |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                          |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
|     | CA Kings; CA Madera; CA Tulare                                                                                                                                                                                                                                                                                                                                                                                     |                                                                          |
| 180 | Los Angeles, CA:<br>SMSA Counties:<br>0360 Anaheim-Santa Ana-Garden Grove, CA<br>CA Orange<br>4480 Los Angeles-Long Beach, CA<br>CA Los Angeles<br>6000 Oxnard-Simi Valley-Ventura, CA<br>CA Ventura<br>6780 Riverside-San Bernardino-Ontario, CA<br>CA Riverside; CA San Bernardino<br>7480 Santa Barbara-Santa Maria-Lompoc, CA<br>CA Santa Barbara<br>Non-SMSA Counties<br>CA Inyo; CA Mono; CA San Luis Obispo | 11.9<br><br><br><br>28.3<br><br>21.5<br><br>19.0<br><br>19.7<br><br>24.6 |
| 181 | San Diego, CA:<br>SMSA Counties<br>7320 San Diego, CA<br>CA San Diego<br>Non-SMSA Counties<br>CA Imperial                                                                                                                                                                                                                                                                                                          | 16.9<br><br><br>18.2                                                     |

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of \_\_\_\_\_:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County of \_\_\_\_\_'s approval for this submitted information before you start work. The City/County of \_\_\_\_\_ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

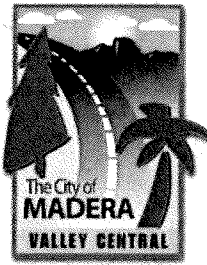
Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

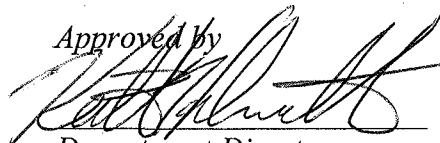
Maintain records and submit reports documenting your performance under this section.



[Return to Agenda](#)

## REPORT TO CITY COUNCIL

*Council Meeting of March 4, 2015*  
*Agenda Item Number* B-9

*Approved by*  
  
*Department Director*

  
*City Administrator*

**SUBJECT: CONSIDERATION OF A RESOLUTION GRANTING AN  
EASEMENT TO MADERA IRRIGATION DISTRICT FOR AN  
IRRIGATION PIPELINE LOCATED IN PINE STREET FROM  
PECAN AVENUE TO 370 FEET NORTH OF INDEPENDENCE  
DRIVE**

### **RECOMMENDATION:**

That City Council approve Resolution No. 15- \_\_\_\_\_:

1. Granting an Easement Deed to the Madera Irrigation District for the purpose of owning, operating, and maintaining a pipeline in Pine Street north of Pecan Avenue as shown in attached Exhibits "A1" and "A2".
2. Authorizing the Mayor to execute the Easement Deed.

### **Engineering**

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

[www.madera-ca.gov](http://www.madera-ca.gov)

**SUMMARY:**

As part of the widening and improvement of Pine Street north of Pecan Avenue, it is necessary to relocate an existing 24-inch Madera Irrigation District pipeline known as the Schmitz Lateral.

**DISCUSSION:**

This pipeline, which formerly was located in an easement just west of the Pine Street right-of-way, is being relocated to a new 20-foot proposed easement, approximately centered in the Pine Street median area. The existing 15-foot easement at the old location of the pipeline is being vacated by Madera Irrigation District upon completion of the project.

**FISCAL IMPACT:**

There will be no immediate fiscal impact to the City from the granting of the easement. There is a potential for future City costs associated with replacement or repair of surface improvements within the easement area as outlined in the conveyance language of the attached deed.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Strategy 126: *“Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.”*

**RESOLUTION NO. 15 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, GRANTING AN EASEMENT TO MADERA IRRIGATION  
DISTRICT FOR AN IRRIGATION PIPELINE LOCATED IN PINE STREET  
RIGHT-OF-WAY FROM PECAN AVENUE TO 370 FEET NORTH OF  
INDEPENDENCE DRIVE**

**WHEREAS**, it is necessary to relocate an existing pipeline owned by the Madera Irrigation District, located on the west side of the Pine Street right-of-way, north of Pecan Avenue; and

**WHEREAS**, the City of Madera has approved construction plans for a new Madera Irrigation District pipeline located in the center of the Pine Street right-of-way from Pecan Avenue to approximately 1500 feet north.

**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 City of Madera grants to Madera Irrigation District an easement for the installation and maintenance of a pipeline as described in the Easement Deed.
3. The Mayor is authorized to execute the Easement Deed.
4. This Resolution is effective immediately upon adoption.

**Recording Requested By:**

Madera Irrigation District  
12152 Road 28 ¼  
Madera, CA 93637

**When Recorded Mail To:**

Madera Irrigation District  
12152 Road 28 ¼  
Madera, CA 93637

---

Fee Waived Per Section 27383 of the Government Code.

No Document Tax Due \$-0-

**GRANT OF EASEMENT**

THE CITY OF MADERA, A MUNICIPAL CORPORATION, grants to the Madera Irrigation District an easement in gross for a right-of-way over, under, along, and across the real property herein described as Exhibits "A1" and "A2" for the installation, operation, repair and maintenance of a pipeline and appurtenances with the right to flow water therein of whatever nature and from whatever source, together with the right to enter upon said real property with men and equipment for the purpose of operating, repairing, and maintaining and improving the said facilities. Grantor(s) shall have the right to make use of the surface in the easement area so long as said use does not interfere with the rights herein granted. No permanent structures, permanent crops, trees or landscaping with invasive roots shall be allowed within the easement area. Operation, repair or maintenance of the District's pipeline could disturb or damage surface improvements within the easement. The District will attempt to minimize any impact to surface improvements but would not be responsible for repair or replacement of same. The District shall not be responsible, nor incur any cost associated with maintaining, repairing, improving or replacing anything within the easement surface area. This conveyance is binding on heirs, executors, administrators, assigns, transferees and successors of the parties and is made and accepted upon the following additional terms:

See attached EXHIBITS "A1" and "A2" incorporated herein by reference.

**CITY OF MADERA, A MUNICIPAL CORPORATION**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXHIBIT "A1"**

**Easement for Madera Irrigation District's Schmitz Lateral  
in the Pine Street right-of-way, from Pecan Avenue to 370 feet north of Independence Drive**

**LEGAL DESCRIPTION**

A 20 foot wide strip of land located in Sections 25, 26, and 35, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, as shown on Subdivision Map 2014-S-01, filed for record on September 10, 2014, in Book 61, Page 82, Madera County Records, situate in the City of Madera, County of Madera, State of California, the centerline of which is more particularly described as follows:

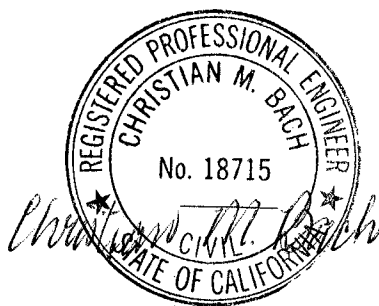
Beginning at a point bearing from the southeast corner of said Section 26, North  $89^{\circ} 42' 32''$  West, 16.00 feet, and South  $0^{\circ} 08' 53''$  West, 30.00 feet, to a point on the projection of the south right-of-way line for Pecan Avenue and the current City Limit of Madera, said point being THE TRUE POINT OF BEGINNING;

thence North  $16^{\circ} 56' 25''$  East, a distance of 44.94 feet to a point on the east line of said Section 26;

thence, following said east line of Section 26, North  $0^{\circ} 08' 53''$  East, a distance of 1118.98 feet;

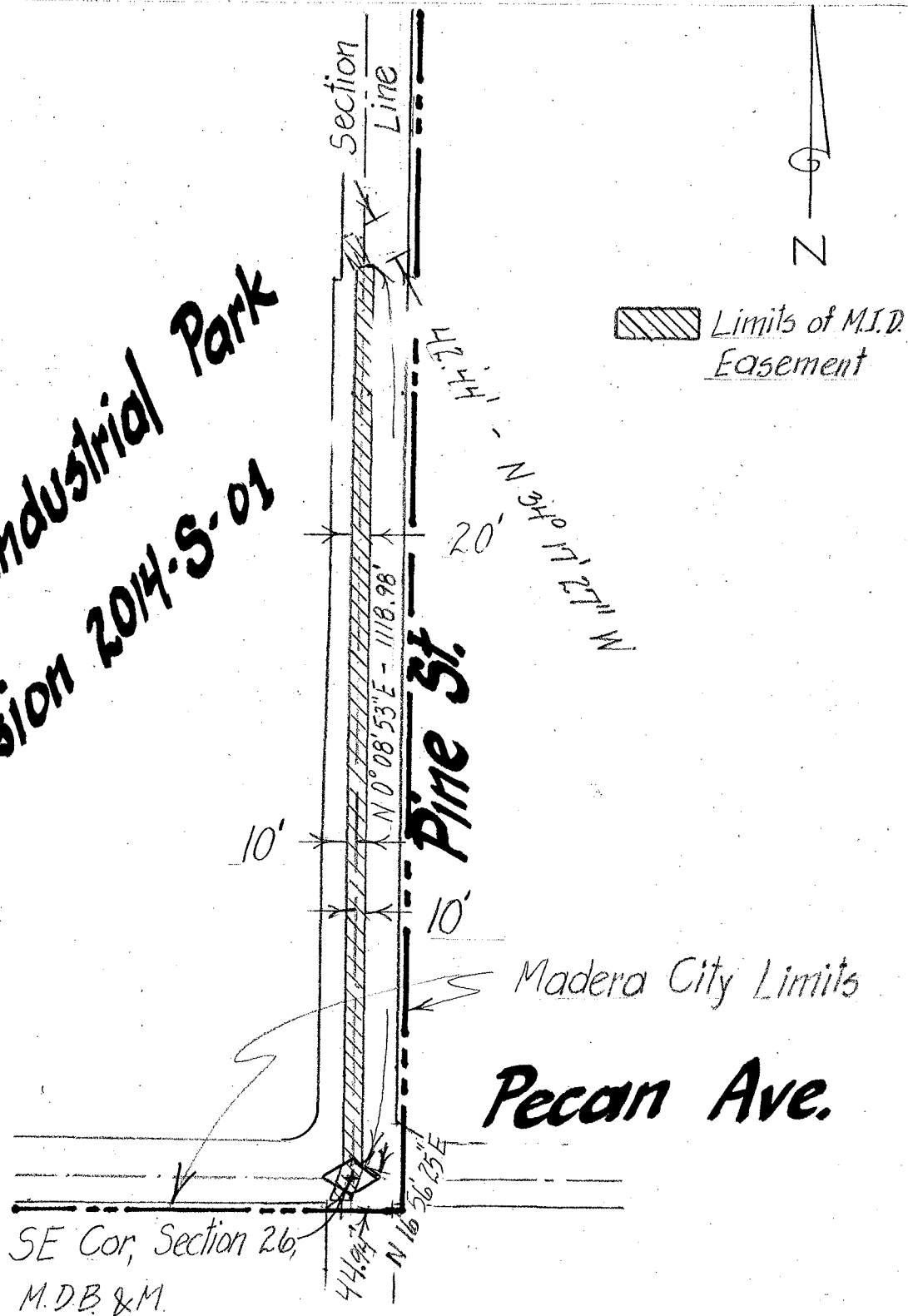
thence North  $34^{\circ} 17' 27''$  West, a distance of 42.44 feet, to THE END POINT of this centerline description.

Containing 24,127 square feet, more or less.



# EXHIBIT "A2"

**Freedom Industrial Park  
Subdivision 2014-S-01**



CITY OF MADERA  
ENGINEERING DIVISION

205 W. FOURTH STREET, MADERA, CA 93637  
(559) 661-5418 FAX (559) 675-6605

**Schmitz Lateral  
Easement, MID**

BY: C.M.B.

DATE: 3-4-15

SHEET: 1 of 1

FILE:

## **Agenda: March 4, 2015**

### **Item: B-10**

**Consideration of a Resolution  
Approving Agreement with Fresno  
EOC Local Conservation Corps for  
Upcoming Waste Tire Amnesty Day  
Events in 2015, 2016, and 2017**

**Item will be distributed prior to the  
council meeting**

# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:  
March 4, 2015

AGENDA ITEM NUMBER:  
B-11

Approved By:

**Return to Agenda**

  
\_\_\_\_\_  
PLANNING MANAGER

  
\_\_\_\_\_  
CITY ADMINISTRATOR

**SUBJECT:** Consideration of a Resolution Reappointing Kenneth Hutchings to the City of Madera Planning Commission.

## RECOMMENDATION:

Staff recommends that the City Council accept the recommendation of District No. 3 Council Member William Oliver and adopt the resolution reappointing Kenneth Hutchings to serve on the Planning Commission.

## SUMMARY:

The term of office for Planning Commissioner Kenneth Hutchings ended in December, 2014 in conjunction with the election of William Oliver to the District No. 3 seat of the City Council. After consideration, it is the desire of Council Member Oliver to nominate Mr. Hutchings to continue to serve as his appointment to the Planning Commission. Staff recommends City Council adoption of a resolution reappointing Kenneth Hutchings to the City of Madera Planning Commission. The appointment term will run through December of 2018.

## DISCUSSION:

The Planning Commission is comprised of seven (7) members. Planning Commissioners are nominated individually, one by the Mayor and one by each of the six Council Members. Appointments to the Planning Commission are for a term of four (4) years or until the Council Member who nominated the Commissioner is no longer serving as a Council Member, whichever period is less. When a Planning Commissioner vacates his/her office, their replacement completes the original term of office.

The current appointments to the Commission are as follows:

| Council Member                 | Appointee                             | Term Expires |
|--------------------------------|---------------------------------------|--------------|
| Mayor Robert Poythress         | Shirley Driggs                        | 12/2016      |
| Council Member Sally Bompreszi | Bruce Norton (pending nomination)     | 12/2014      |
| Council Member Andy Medellin   | Jim DaSilva                           | 12/2016      |
| Council Member Derek Robinson  | Ruben Mendoza                         | 12/2016      |
| Council Member Charles Rigby   | Robert Gran, Jr. (pending nomination) | 12/2014      |
| Council Member Donald Holley   | Pamela Tyler                          | 12/2016      |
| Council Member William Oliver  | Ken Hutchings (nominated)             | 12/2014      |

**FISCAL IMPACT:**

None.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Although appointments of citizens to the Planning Commission are not specifically addressed in the Vision and its action plans, the purpose of the Commission as a whole addresses components within the Vision Plan and supports the concept of public participation.

**ATTACHED:**

Resolution

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA REAPPOINTING KENNETH HUTCHINGS TO THE CITY  
OF MADERA PLANNING COMMISSION**

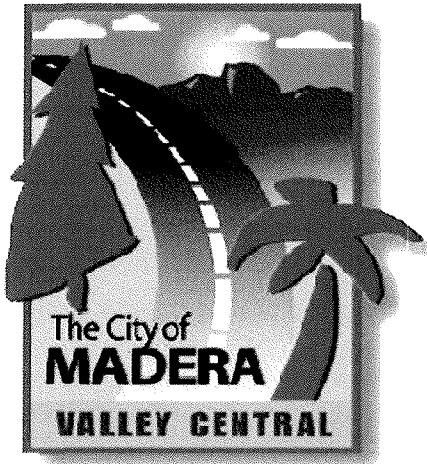
**WHEREAS**, Kenneth Hutchings has been nominated by Council Member Oliver to serve on the City of Madera Planning Commission; and

**WHEREAS**, it is the intention and desire of the City Council to reappoint Kenneth Hutchings to the Planning Commission.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** does hereby resolve, find and order as follows:

1. Kenneth Hutchings is reappointed to serve on the City of Madera Planning Commission as a Commissioner for the term provided by law.
2. This resolution is effective immediately upon adoption.

\* \* \* \* \*



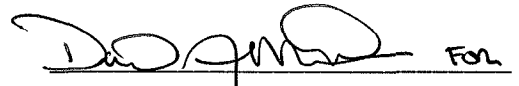
## REPORT TO CITY COUNCIL

MEETING DATE: March 4, 2015

AGENDA ITEM NUMBER: B-12

Approved By:

  
PUBLIC WORKS DIRECTOR

 For  
CITY ADMINISTRATOR

**SUBJECT:** Consideration of a Resolution of the City Council of the City of Madera Approving Assignment of a Ground Lease Agreement from Mark and Shauna Diaz to Lowell Merriam for Lease of Property Located at the Madera Municipal Airport

### **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution approving the assignment of the Madera Municipal Airport ground lease agreement with Mark and Shauna Diaz to Lowell Merriam for lease of property.

### **DISCUSSION:**

Mr. Lowell Merriam recently purchased the aircraft storage hangar associated with 4110 Aviation Drive. The hangar was previously owned by Mark and Shauna Diaz, who signed a 28 year lease agreement with the City of Madera in 2008 and is set to expire on June 18, 2036. As a result of the recent sale of this aircraft storage hangar, Mr. Diaz has requested in writing, per Article 11 of the ground lease agreement with the City, that the remainder of the lease term be transferred to Mr. Merriam.

Mr. Merriam is to abide to all covenants, terms and conditions as contained in the lease agreement as signed by Mark and Shauna Diaz and approved by the City Council. Additionally, the ground lease rate shall not change. The rate is based on the original rate from 2008 with adjustments made every five years pursuant to the 1982-1984 San Francisco-Oakland-San Jose All Urban Consumer Price Index (CPIU) index and as required by the current lease agreement. The last rate increase was in 2013 with the next rate increase due in 2018. Upon expiration of the lease agreement, the hangar and all improvements made to the property shall become the property of the City of Madera at no cost to the City.

**FINANCIAL IMPACT:**

The lease will generate \$5,071.20 annually. The Tenant is responsible for maintenance and repair of the building, hence there are no appreciable direct expenses associated with this lease. There is no impact on the General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Approval of this item is not specifically addressed in the Vision or Action Plans. The requested action is not in conflict with any of the action or goals contained in the Plan.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING A GROUND LEASE AGREEMENT ASSIGNMENT FROM MARK  
AND SHAUNA DIAZ TO LOWELL MERRIAM FOR LEASE OF PROPERTY  
LOCATED AT THE MADERA MUNICIPAL AIRPORT

WHEREAS, Mark A. Diaz and Shauna B. Diaz previously signed a 28 year ground lease agreement with the City of Madera in 2008; and

WHEREAS, Mark A. Diaz and Shauna B. Diaz have recently sold their interest in the aircraft storage hangar associated with 4110 Aviation Drive to Lowell Merriam; and

WHEREAS, Mark A. Diaz has provided a written request to the City requesting a transfer of the lease agreement to Lowell Merriam as per Article 11 of the agreement; and

WHEREAS, Lowell Merriam has agreed to abide to all covenants, terms and conditions of the agreement.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA finds,  
orders and determines:

1. The assignment of the Lease Agreement, recorded as Document No. 2006033320 with the Madera County Recorder and Amendment No. 1 recorded as Document No. 2008021327 with the Madera County Recorder, a copy of which is on file in the Office of the City Clerk and referred to for particulars, from Mark A. Diaz and Shauna Diaz to Lowell Merriam, is hereby approved.
2. The City Clerk is directed to cause this resolution to be recorded.
3. This resolution is effective immediately upon adoption.

To: Jason Rogers

From: Mark A. Diaz

Re: 4110 Aviation Drive Lease Transfer

Jason,

I have sold my building located at 4110 Aviation Drive to:  
Lowell Merriam Properties Number Two, LLC.

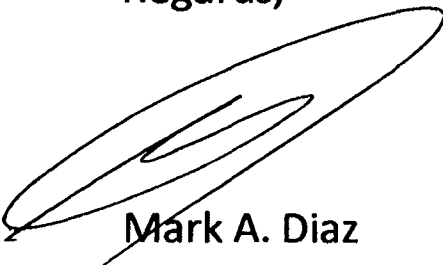
PO Box 430

Chowchilla, CA 93610

Per Section 11 of my lease agreement, I ask that the lease be  
transferred to the above purchaser.

Please contact me with any questions.

Regards,

A handwritten signature in black ink, appearing to be 'Mark A. Diaz', written over a large, loopy, oval-shaped scribble.

Mark A. Diaz

(559) 259-2268

# REPORT TO THE CITY COUNCIL

Approved By:

  
PLANNING MANAGER

  
CITY ADMINISTRATOR

## SUBJECT:

Public Hearing and Consideration of Introduction of an Ordinance amending the Zone District of Specific Parcels in order to provide Consistency between the General Plan and Zoning, and compliance with the Housing Element of the City's General Plan.

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## RECOMMENDATION:

It is recommended that the Council, after considering public testimony, introduce the ordinance rezoning the subject properties.

## DISCUSSION:

Multiple parcels located throughout the City of Madera as listed in Exhibit "A" and as shown in Exhibit "B" are proposed for rezoning, to provide consistency with the Zoning Ordinance and compliance with the Housing Element of the General Plan. Parcels range in size from approximately 2,700 square feet to 38.34 acres. The rezoning was considered by the Planning Commission at its February, 2015 meeting. Planning Commission Resolution No. 1792 was adopted, recommending that the City Council approve the ordinance.

## Background

Housing elements are one of the mandatory elements of a General Plan. They are the only element that requires specific approval by the State. The State Department of Housing and Community Development "HCD" is the State agency responsible for reviewing housing elements. Every City and County is required to update and have their housing element certified on a regular cycle, currently every five years. The City anticipates shifting to an eight year cycle after certification of the 2015 Housing Element.

As part of the 2010 Update of the General Plan, the City prepared and adopted a new Housing Element. The Element was submitted to HCD for their review process and was approved by HCD on August 26, 2010. Preparation of the 2015 Housing Element is currently underway.

## Summary

The 2010 Housing Element update process included a change in General Plan land use designation for multiple parcels, and a rezone was expected to follow the General Plan amendment in order to provide consistency between the General Plan and zoning. Although work to complete the rezoning began around the same time as the general plan amendment was being completed, it recently became evident that that process had not been completed.

HCD establishes specific housing goals known as the Regional Housing Need Allocation "RHNA" that projects how many housing units will be needed in each jurisdiction to accommodate the increasing population during the next housing element certification cycle. Although the 2010 Housing Element was certified by the HCD, that certification contemplated completing the general plan amendment and rezoning of parcels as a component of providing a sufficient inventory of lands to accommodate the population anticipated with the RHNA component of the updated housing element. As noted above, the general plan amendment was completed.

The rezone under consideration completes the required rezone in support of the 2010 Housing Element update. Additionally, the rezone provides required consistency between the General Plan and Zoning Ordinance. Please review Exhibit "A" for a parcel by parcel listing of proposed changes in zoning district and Exhibit "B" for an illustrative map of the parcel locations.

#### Communications

Staff has noticed all affected property owners and has had dialogue, in person and/or via telephone, with the majority of affected property owners. In that the rezone was anticipated in the past and provides the desired consistency between the General Plan and Zoning Ordinance, staff has had no negative feedback or opposition to the rezone.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

The first of the four core vision statements in the Vision Plan is "a well-planned city". Rezoning property consistent with the approved housing element supports this essential concept.

#### **FISCAL IMPACT:**

None.

#### **REFERENCE MATERIALS:**

Planning Commission Resolution No. 1792

Rezoning Ordinance

Exhibit "A" List of APNs, Property Owners and Proposed Changes

Exhibit "B" Map of Proposed Changes

**RESOLUTION NO. 1792**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE REZONING THE SPECIFIC PARCELS IDENTIFIED WITHIN EXHIBIT "A" AND ILLUSTRATED WITHIN EXHIBIT "B."**

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans; and

WHEREAS, a proposal has been made to rezone specific parcels identified within Exhibit "A" and illustrated within Exhibit "B"; and

WHEREAS, the proposed rezone will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the Rezone is compatible with the neighborhoods affected and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the affected neighborhoods or the City; and

WHEREAS, an environmental impact report (EIR) was previously certified in October 2009 by the City Council for the General Plan Update; and

WHEREAS, the proposed rezoning of parcels provides consistency with the General Plan; and

WHEREAS, the proposed rezoning was anticipated within, and its impacts addressed in conjunction with, the previously certified Environmental Impact Report; and

WHEREAS, the rezoning was distributed for public review and comment to various local agencies and groups, and public notice of this public hearing was given by mailed and

published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. The Planning Commission hereby recommends that proposed rezoning of specific parcels, identified within Exhibit "A" and illustrated within Exhibit "B", was anticipated within, and its impacts addressed in conjunction with, the previously certified Environmental Impact Report.
3. The Planning Commission hereby recommends that proposed rezoning of specific parcels, identified within Exhibit "A" and illustrated within Exhibit "B", is consistent with the General Plan and is compatible with adjacent zoning and uses.
4. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as identified within Exhibit "A" and illustrated within Exhibit "B".
5. This resolution is effective immediately.

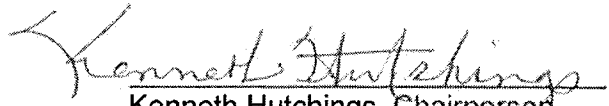
\* \* \* \* \*

Passed and adopted by the Planning Commission of the City of Madera this 10<sup>th</sup> day of February, 2015, by the following vote:

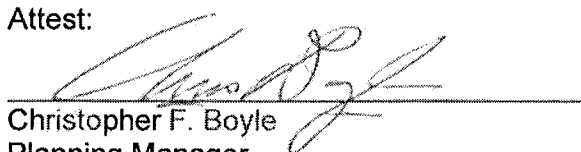
AYES: Shirley Driggs, Robert Gran, Jr., Ruben Mendoza, Pamela Tyler,  
NOES: None Jim DaSilva, Ken Hutchings

ABSTENTIONS: None

ABSENT: Bruce Norton

  
Kenneth Hutchings, Chairperson  
City Planning Commission

Attest:

  
Christopher F. Boyle  
Planning Manager

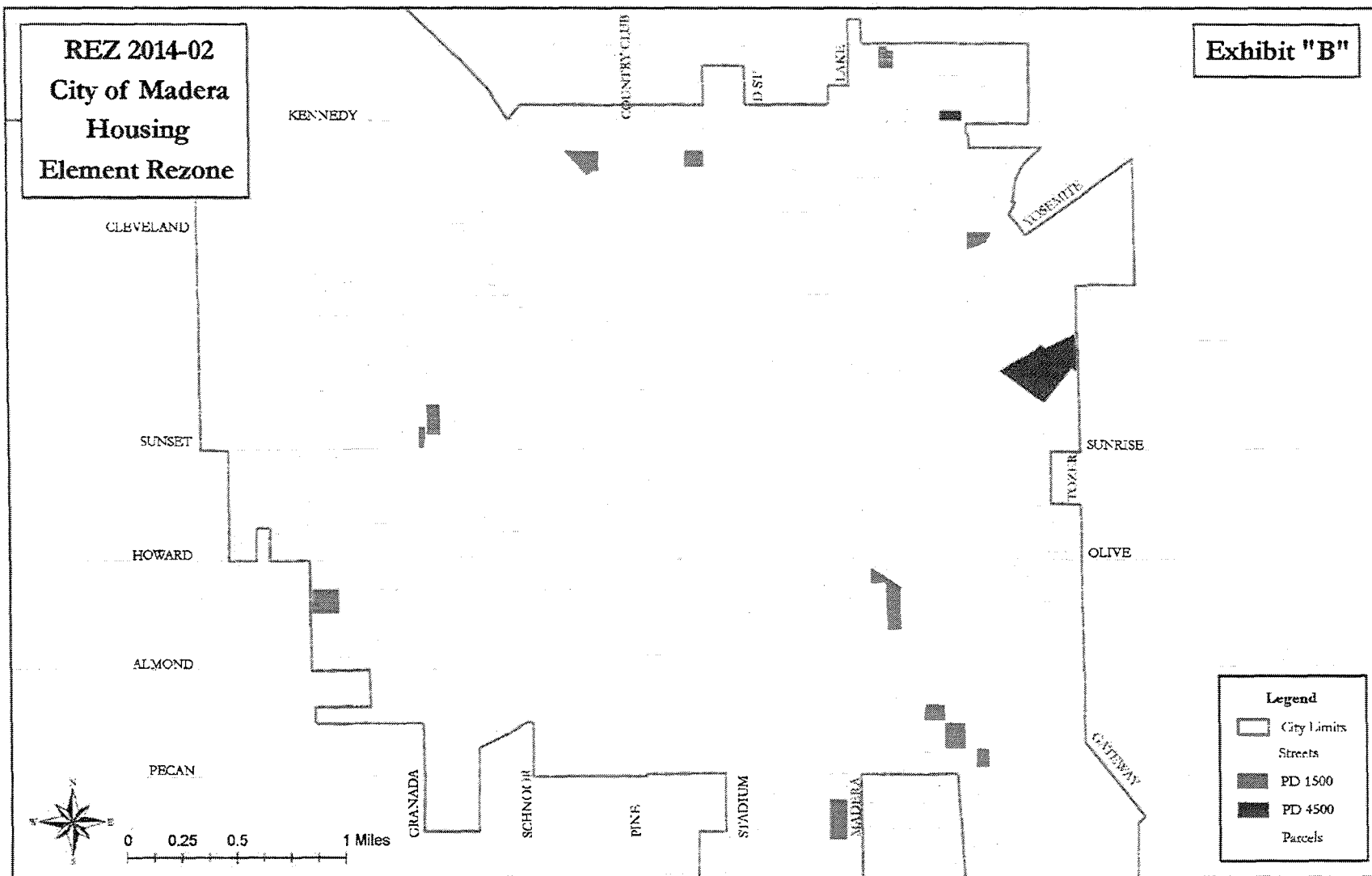
**PLANNING COMMISSION RESOLUTION NO. 1792**

**Exhibit 'A'**

The rezoning of parcels is as follows:

| <b><u>Property Owner</u></b> | <b><u>APN</u></b>      | <b><u>Zoning From</u></b> | <b><u>Zoning To</u></b> |
|------------------------------|------------------------|---------------------------|-------------------------|
| Cervantez Robert             | 003-240-001            | PD 3000                   | PD 1500                 |
| Padilla Gloria Jean          | 003-240-002            | PD 3000                   | PD 1500                 |
| Hernandez Diana              | 003-260-042            | C1                        | PD 1500                 |
| Klair Jaspal Singh           | 003-260-043            | C1                        | PD 1500                 |
| Paolinelli Kirk & Karen      | 003-260-044            | C1                        | PD 1500                 |
| Gonzalez Ismael & Braulia    | 003-260-045            | C1                        | PD 1500                 |
| Wright Ron                   | 005-180-001            | PD 3000                   | PD 1500                 |
| City of Madera               | 005-220-006            | R1                        | PD 4500                 |
| Bhandal Construction Inc     | Eagle Meadows Ph. II   | PD 3000                   | PD 1500                 |
| Klair Joginder & Amarjeet    | 006-250-013            | R2                        | PD 1500                 |
| Garcia Ubaldo & Marina       | 006-250-014            | R2                        | PD 1500                 |
| Gray Johnnie & Margaret      | 006-360-012            | R1                        | PD 1500                 |
| Jones Evelyn J               | 006-360-013            | R1                        | PD 1500                 |
| Jones Evelyn J               | 006-360-014            | R1                        | PD 1500                 |
| Lares Phillip Jr & Rosie     | 006-360-015            | R1                        | PD 1500                 |
| Gerbi Michel P et al         | 008-180-005            | R1                        | PD 4500                 |
| Covington Properties         | 009-600-004            | PD 4500                   | PD 1500                 |
| Angell Houldings LLC         | 009-600-005            | PD 4500                   | PD 1500                 |
| Eastbak L P                  | 011-143-006            | C1                        | PD 1500                 |
| Eastbak L P                  | 011-143-007            | C1                        | PD 1500                 |
| Dera LTD                     | 011-143-008            | C1                        | PD 1500                 |
| Landucci Flora               | 011-320-005            | CH                        | PD 1500                 |
| Landucci Flora               | Portion of 011-320-006 | CH                        | PD 1500                 |
| Pestorich Holdings LLC       | 012-253-001            | PD 3000                   | PD 1500                 |
| GVM INV LLC                  | 012-260-003            | PD 3000                   | PD 1500                 |
| Green Valley Corporation     | 012-260-004            | PD 4500                   | PD 1500                 |
| Green Valley Corporation     | 012-260-007            | PD 4500                   | PD 1500                 |
| GVM INV LLC                  | Portion of 012-270-002 | PD 3000                   | PD 1500                 |
| Nassar Theodore & Aida       | 012-390-015            | PD 3000                   | PD 1500                 |
| Atamian Robert & Judee       | Portion of 012-480-005 | PD 6000                   | PD 1500                 |

PLANNING COMMISSION RESOLUTION NO. 1792  
EXHIBIT 'B'



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING  
MAP TO REZONE THE SPECIFIC PARCELS IDENTIFIED WITHIN  
EXHIBIT "A" AND ILLUSTRATED WITHIN EXHIBIT "B."

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of this property and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "B" which indicates the segments of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING ORDINANCE.
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

\* \* \* \* \*

## EXHIBIT "A"

The rezoning of parcels is as follows:

| <u>Property Owner</u>     | <u>APN</u>             | <u>Zoning From</u> | <u>Zoning To</u> |
|---------------------------|------------------------|--------------------|------------------|
| Cervantez Robert          | 003-240-001            | PD 3000            | PD 1500          |
| Padilla Gloria Jean       | 003-240-002            | PD 3000            | PD 1500          |
| Hernandez Diana           | 003-260-042            | C1                 | PD 1500          |
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| Wright Ron                | 005-180-001            | PD 3000            | PD 1500          |
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| Gray Johnnie & Margaret   | 006-360-012            | R1                 | PD 1500          |
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| Jones Evelyn J            | 006-360-014            | R1                 | PD 1500          |
| Lares Phillip Jr & Rosie  | 006-360-015            | R1                 | PD 1500          |
| Gerbi Michel P et al      | 008-180-005            | R1                 | PD 4500          |
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| Eastbak L P               | 011-143-006            | C1                 | PD 1500          |
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| Dera LTD                  | 011-143-008            | C1                 | PD 1500          |
| Landucci Flora            | 011-320-005            | CH                 | PD 1500          |
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| Pestorich Holdings LLC    | 012-253-001            | PD 3000            | PD 1500          |
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| Green Valley Corporation  | 012-260-004            | PD 4500            | PD 1500          |
| Green Valley Corporation  | 012-260-007            | PD 4500            | PD 1500          |
| GVM INV LLC               | Portion of 012-270-002 | PD 3000            | PD 1500          |
| Nassar Theodore & Aida    | 012-390-015            | PD 3000            | PD 1500          |
| Atamian Robert & Judee    | Portion of 012-480-005 | PD 6000            | PD 1500          |

**REZ 2014-02  
City of Madera  
Housing  
Element Rezone**

**Exhibit "B"**

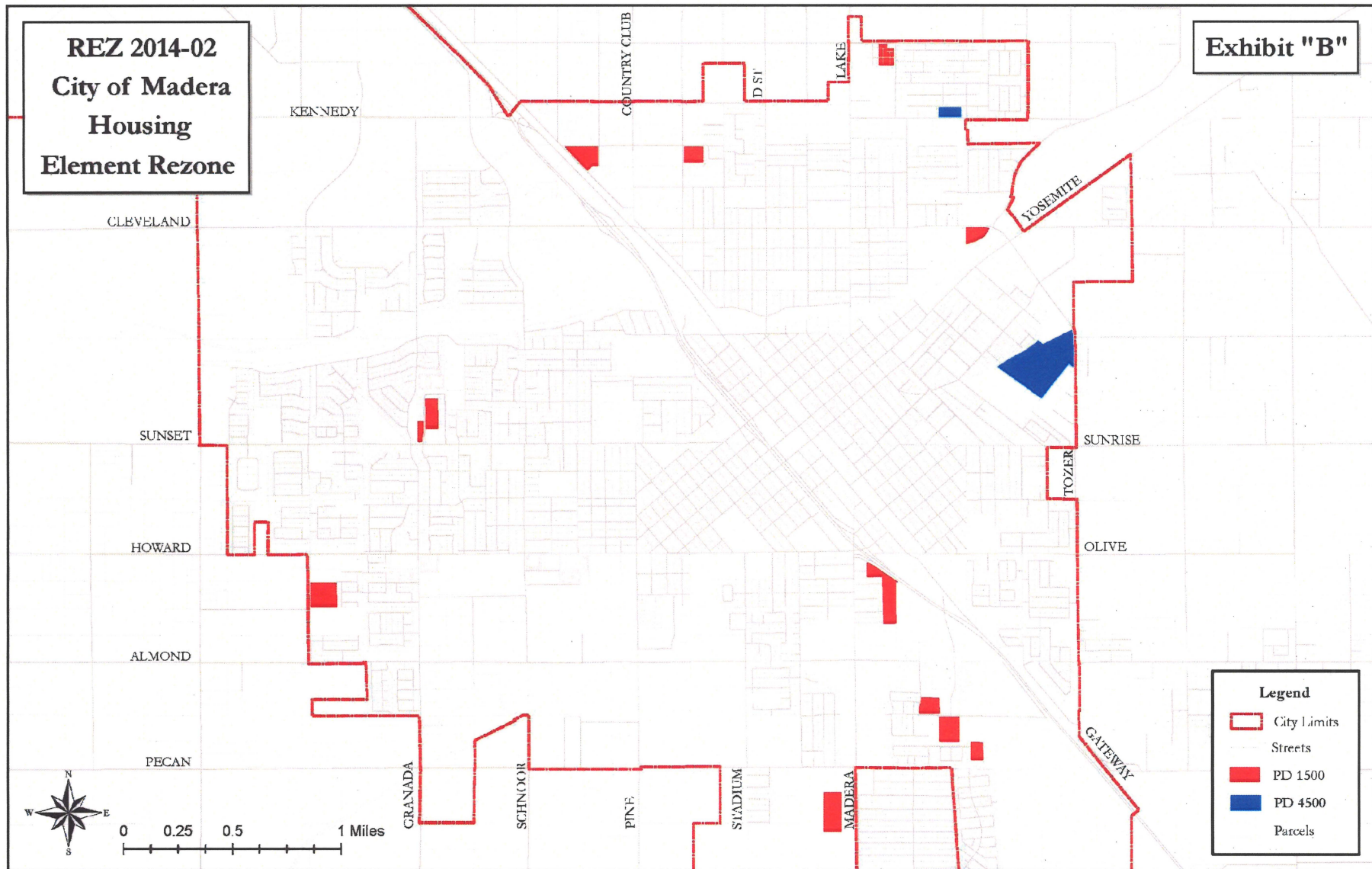


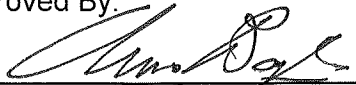
**EXHIBIT "B"**

COUNCIL MEETING OF:  
March 4, 2015

AGENDA ITEM NUMBER:  
C-2

# REPORT TO THE CITY COUNCIL

Approved By:

  
\_\_\_\_\_  
PLANNING MANAGER

  
\_\_\_\_\_  
CITY ADMINISTRATOR

## **SUBJECT:**

Public Hearing and Consideration of a Resolution Approving a General Plan amendment changing the General Plan land use designation from the MD (Medium Density) land use designation to the LD (Low Density) land use designation for two parcels located in proximity to the intersection of West Pecan Avenue and Stadium Road (APN 012-460-001 and 012-480-009).

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## **RECOMMENDATION:**

It is recommended that the Council, after considering public testimony, adopt the resolution approving the proposed amendments to the General Plan.

## **SUMMARY:**

The project site encompasses two parcels of vacant land on the southern fringe of the city. The first parcel (APN 012-460-001) encompasses the 18.7 acres located on the southeast corner of Stadium Road and Gary Lane. The second parcel (APN 012-480-009) encompasses the 19.1 acres located on the southwest corner of Stadium Road and West Pecan Avenue. Agricultural land is located generally south of the project sites, with single and multifamily residential development to the north, east and west. The Madera South High School campus is also in close proximity to the project sites, located to the north and west of the project parcels.

The General Plan amendment was considered by the Planning Commission at its February 10, 2015 meeting. Planning Commission Resolution No. 1789 was adopted, recommending that the City Council approve the project.

## **DISCUSSION:**

The General Plan currently designates the project sites as MD (Medium Density). Current Zoning Ordinance designates the project areas as an R1 (Residential) Zone District. The applicant has requested a change in General Plan land use designation to the LD (Low Density) land use designation.

The current MD (Medium Density) General Plan land use designation allows for residential development at a range of density from between 7.1 units to 15 units per acre. The requested LD (Low Density) General Plan land use designation allows for residential development at a range of density from between 2.1 units to 7 units per acre. At its highest permissible density range, the R1 (Residential) Zone District is not within the allowable density for the MD (Medium Density) General Plan land use designation. The proposed LD (Low Density) General Plan land

use designation is consistent with the R1 Zone District. In that the R1 (Residential) Zone District is consistent with the LD (Low Density) General Plan land use designation, it is recommended that the requested General Plan amendment, changing the land use designation of the project sites from the MD (Medium Density) to the LD (Low Density) land use designation be approved.

#### Target Density

The applicant had also requested an amendment to the General Plan's provision that parcels greater than ten acres be developed at a "target density" (Policy LU-7). The density provisions of the general plan, and specifically the target density provisions, are meant to increase the overall density developed within the City of Madera under its new general plan. Applying target density provisions on smaller parcels (even those larger than 10 acres) and projects where it is not possible to achieve a blending or mix of densities has proven unnecessarily restrictive and in some cases unreasonable. The intent of Policy LU-7 is not to exclude residential development at lower densities within the various land use designations, but to instead promote an overall higher density within residential neighborhoods and villages envisioned by the General Plan's Building Blocks concept.

Staff agrees that some changes to the target density provisions would be appropriate for the reasons described above. However, the elimination of the target density provisions is not recommended. In that the applicant has not requested any specific change, staff has recommended additional time to examine the overall implications of any change in target density language to the overall purpose and intent of the General Plan. In the meantime, should an applicant submit a project that would conflict with the letter of the target density provisions, staff would evaluate the project, and make specific recommendations to the Planning Commission for deliberation, consideration and potential approval. The Planning Commission concurred with this approach when it considered the proposal in February.

#### CEQA

The proposed General Plan amendment is exempt under Section 15061(b)(3) of the California Environmental Quality Act "CEQA". The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The first of the four core vision statements in the Vision Plan is "a well-planned city." The Council, by considering how this development connects to other developments and how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan.

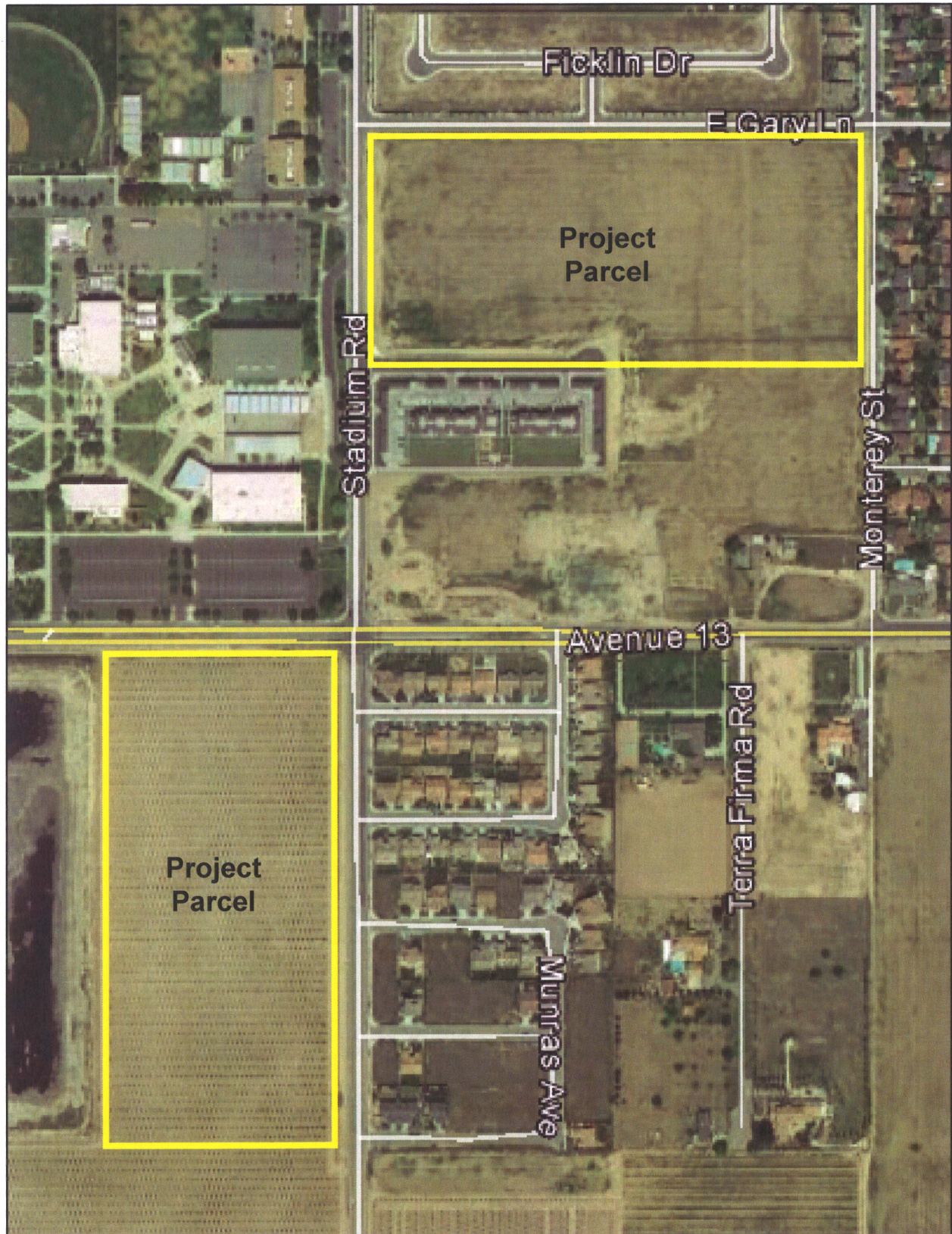
#### **FISCAL IMPACT:**

None.

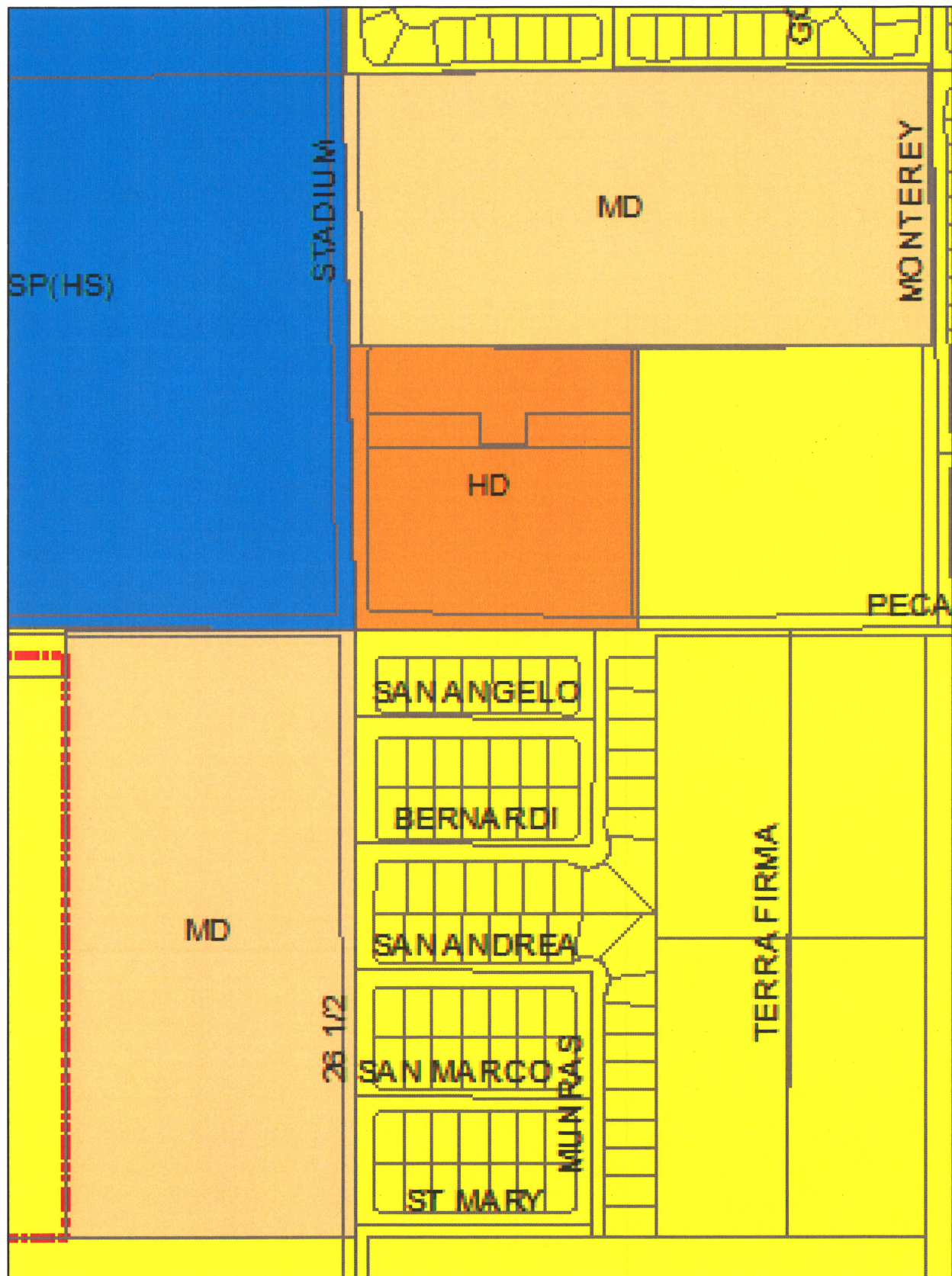
#### **REFERENCE MATERIALS:**

Aerial Photo  
General Plan Map  
Zoning Map  
Planning Commission Resolution No. 1789  
Draft Resolution of the City Council  
Exhibit A – General Plan Map Amendment

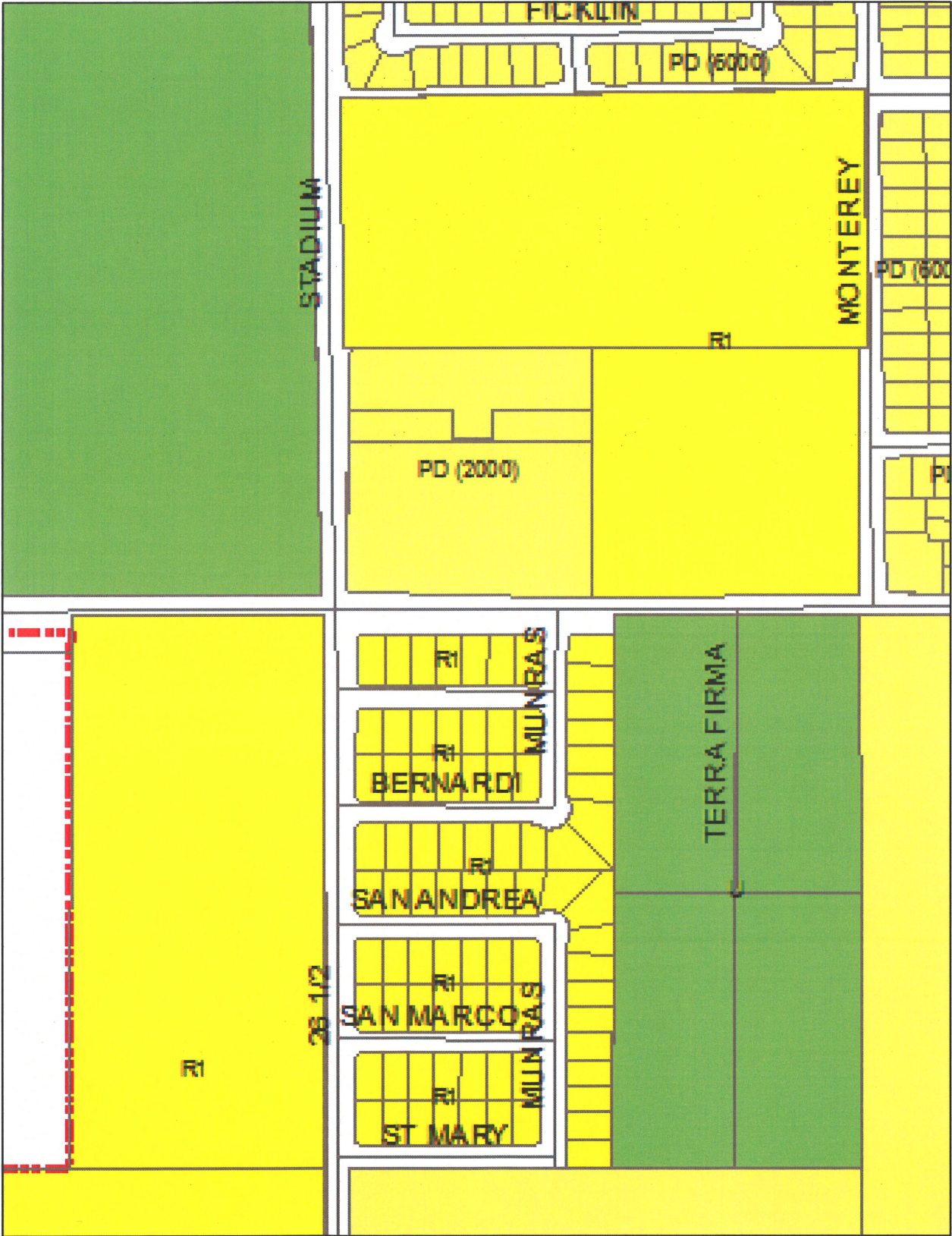
## Aerial Photo



# General Plan Map



Zoning Map



**RESOLUTION NO. 1789**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA APPROVAL OF AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF 37.8 ACRES OF PROPERTY LOCATED IN PROXIMITY TO THE INTERSECTION OF STADIUM ROAD AND PECAN AVENUE FROM THE MD (MEDIUM DENSITY) TO THE LD (LOW DENSITY) GENERAL PLAN LAND USE DESIGNATION.

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans; and

WHEREAS, a proposal has been made to amend the General Plan land use designation for approximately 18.7 acres of property located on the southeast corner of its intersection of Stadium Road and Gary Lane, resulting in a change from the MD (Medium Density) to the LD (Low Density) General Plan land use designation, as shown in the attached Exhibit A; and

WHEREAS, a proposal has been made to amend the General Plan land use designation for approximately 19.1 acres of property located on the southwest corner of Stadium Road and Pecan Avenue, resulting in a change from the MD (Medium Density) to the LD (Low Density) General Plan land use designation, as shown in the attached Exhibit A; and

WHEREAS, the proposed General Plan Amendment will provide consistency between the General Plan, Zoning, and proposed land uses; and

WHEREAS, the General Plan Amendment is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the proposed General Plan amendment is exempt under Section 15061(b)(3) of the California Environmental Quality Act "CEQA" because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information, and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. Based upon the testimony and information presented at the hearing, and all evidence in the whole record pertaining to this matter, the Commission finds in its independent judgement that the proposed General Plan amendment is exempt under Section 15061(b)(3) of the California Environmental Quality Act "CEQA" because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and
3. The Planning Commission hereby recommends that the General Plan land use map be amended as specified in attached Exhibit A, amending the General Plan land use designation for approximately 18.7 acres of property located on the southeast corner of its intersection of Stadium Road and Gary Lane from the MD (Medium Density) to the LD (Low Density) General Plan land use designation.
4. The Planning Commission hereby recommends that the General Plan land use map be amended as specified in attached Exhibit A, amending the General Plan land use designation for approximately 19.1 acres of property located on the southwest corner of

Stadium Road and Pecan Avenue from the MD (Medium Density) to the LD (Low Density) General Plan land use designation.

4. The proposed amendment to the Land Use Map is hereby found consistent with all elements of the Madera General Plan.

5. This resolution is effective immediately.

\* \* \* \* \*

Passed and adopted by the Planning Commission of the City of Madera this 10<sup>th</sup> day of February, 2015, by the following vote:

AYES: Shirley Driggs, Robert Gran, Jr., Ruben Mendoza, Pamela Tyler, Jim DaSilva and Ken Hutchings

NOES: None

ABSTENTIONS: None

ABSENT: Bruce Norton

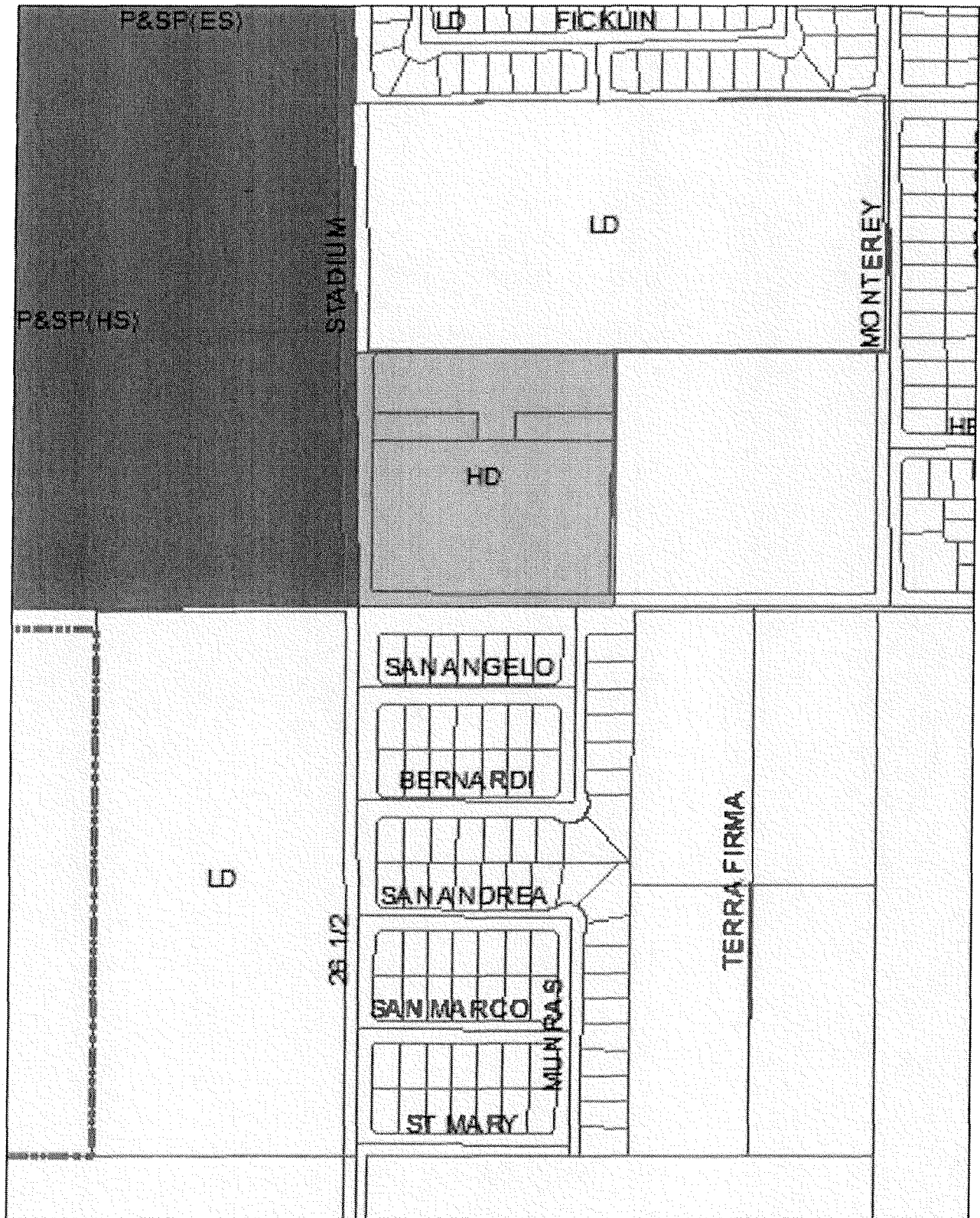
  
Kenneth Hutchings, Chairperson  
City Planning Commission

Attest:

  
Christopher F. Boyle  
Planning Manager

PLANNING COMMISSION RESOLUTION NO. 1789

EXHIBIT 'A'



**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF 37.8 ACRES OF PROPERTY LOCATED IN PROXIMITY TO THE INTERSECTION OF STADIUM ROAD AND PECAN AVENUE FROM THE MD (MEDIUM DENSITY) TO THE LD (LOW DENSITY) GENERAL PLAN LAND USE DESIGNATION.**

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans; and

WHEREAS, a proposal has been made to amend the General Plan land use designation for approximately 18.7 acres of property located on the southeast corner of its intersection of Stadium Road and Gary Lane, resulting in a change from the MD (Medium Density) to the LD (Low Density) General Plan land use designation, as shown in the attached Exhibit A; and

WHEREAS, a proposal has been made to amend the General Plan land use designation for approximately 19.1 acres of property located on the southwest corner of Stadium Road and Pecan Avenue, resulting in a change from the MD (Medium Density) to the LD (Low Density) General Plan land use designation, as shown in the attached Exhibit A; and

WHEREAS, the proposed General Plan Amendment will provide consistency between the General Plan, Zoning, and proposed land uses; and

WHEREAS, the General Plan Amendment is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the proposed General Plan amendment is exempt under Section 15061(b)(3) of the California Environmental Quality Act "CEQA" because the activity is covered by the general rule

that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, the General Plan amendment was distributed for public review and comment to various local agencies and groups, and public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission of the City of Madera held a public hearing on February 10, 2015 and adopted a resolution recommending to the City Council approval of the General Plan Amendment; and

WHEREAS, the City Council has completed its review of the Staff Report and documents submitted for the proposed project and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. Based upon the testimony and information presented at the hearing, and all evidence in the whole record pertaining to this matter, the City Council finds in its independent judgement that the proposed General Plan amendment is exempt under Section 15061(b)(3) of the California Environmental Quality Act "CEQA" because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and
3. The City Council hereby approves the amendment of the General Plan land use map as specified in attached Exhibit A, amending the General Plan land use designation for approximately 18.7 acres of property located on the southeast corner of its intersection of

Stadium Road and Gary Lane from the MD (Medium Density) to the LD (Low Density) General Plan land use designation.

4. The City Council hereby approves the amendment of the General Plan land use map as specified in attached Exhibit A, amending the General Plan land use designation for approximately 19.1 acres of property located on the southwest corner of Stadium Road and Pecan Avenue from the MD (Medium Density) to the LD (Low Density) General Plan land use designation.

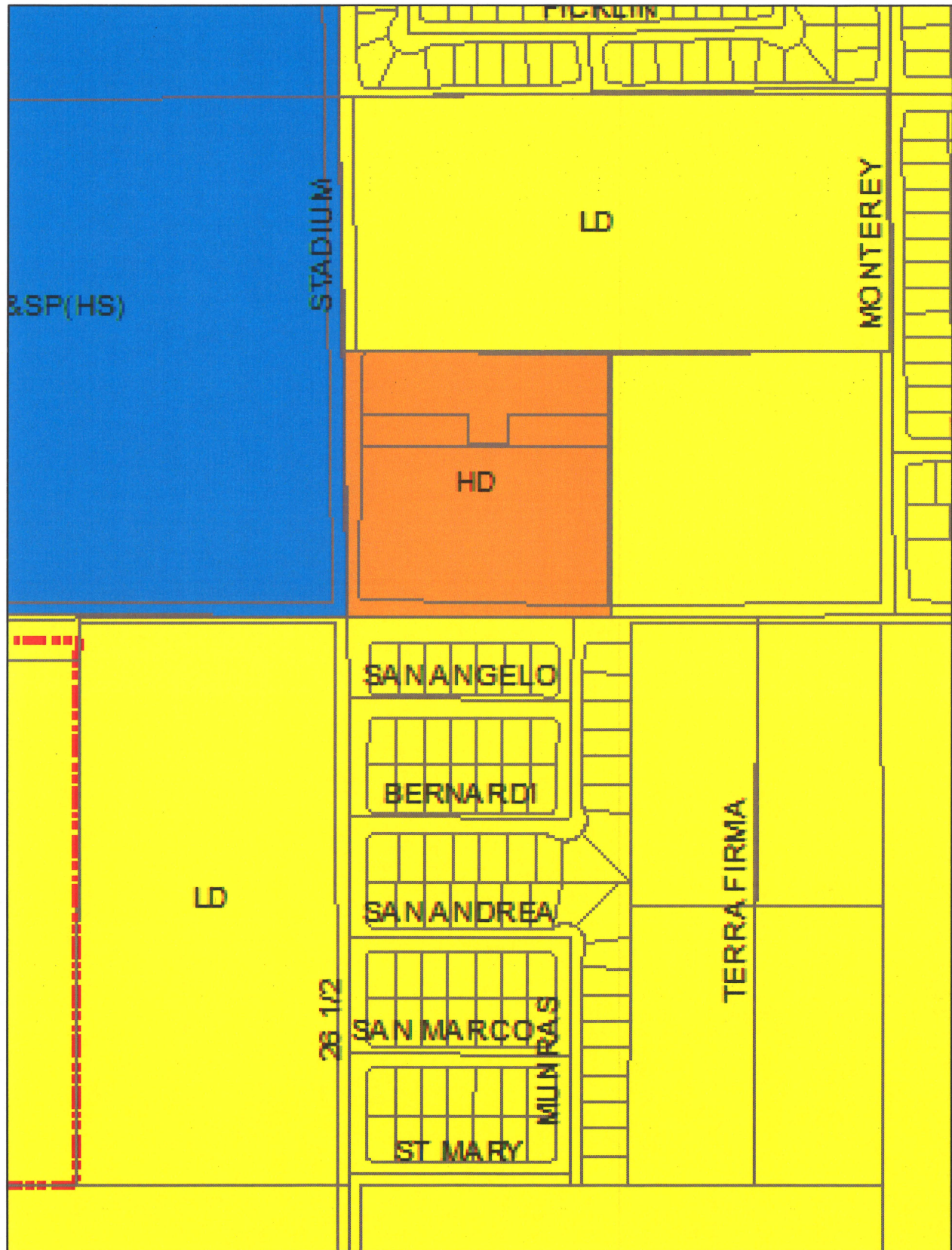
5. The proposed amendment to the Land Use Map is hereby found consistent with all elements of the Madera General Plan.

6. This resolution is effective immediately.

\* \* \* \* \*

CITY COUNCIL RESOLUTION NO. \_\_\_\_

EXHIBIT 'A'



## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of March 4, 2015  
Agenda Item Number C-3

  
City Administrator

**SUBJECT:** Consideration of Introduction an Ordinance of the City Council of the City Of Madera, California, Amending Section 17 of Chapter 2 of Title VIII of the Madera Municipal Code Pertaining to Sales and Use Tax

**RECOMMENDATION:** That the Council introduce an ordinance amending Section 17 of Chapter 2 of Title VIII of the Madera Municipal Code Pertaining to Sales and Use Tax.

**SUMMARY:** The City has had a tax sharing agreement in place with the County of Madera which expired in June of 2014. An interim tax sharing agreement has been entered into for the year of 2015. The subject ordinance is necessary to implement the tax sharing terms with the State Board of Equalization.

**DISCUSSION:** The City of Madera entered into a tax sharing agreement with the County of Madera in 2009 which expired on June 30 of 2014. That agreement, among other things, set forth the share of sales tax generated by the City of Madera which would be distributed to the County of Madera. Since that agreement has expired, the City and County negotiated an interim tax sharing agreement which put in place the same sharing rate of 6.75% of City generated sales and use tax for the year 2015. The interim agreement was approved by the Council at the February 18, 2015, Council meeting. As part of the interim agreement, the City is required to adopt an ordinance which will be submitted to the State Board of Equalization for implementation of the tax sharing terms. Accordingly, the subject ordinance is presented for introduction by the City Council and would then be brought back at the next meeting for adoption.

**FISCAL IMPACT:** The introduction and adoption of the proposed ordinance will essentially place the City in the same position it has been relative to sales tax revenue since entering into the 2009 agreement. While the City has realized additional revenue for the six months that the old agreement was expired, the budget still reflects revenue based on the tax sharing as structured in the interim agreement being implemented by this ordinance.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

ORDINANCE NO. \_\_\_\_\_ C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
MADERA, CALIFORNIA, AMENDING SECTION 17 TO CHAPTER 2  
OF TITLE VIII OF THE MADERA MUNICIPAL CODE PERTAINING  
TO SALES AND USE TAX

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS  
FOLLOWS:

SECTION 1. Chapter 2 of Title VIII of the Madera Municipal Code is hereby amended  
to read as follows:

**§8-2.17 CITY AND COUNTY SALES AND USE TAX AGREEMENT AND  
IMPLEMENTATION OF SALES TAX REVENUE COLLECTION.**

Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law (Revenue and  
Taxation Code § 7200 et seq., hereinafter "Bradley Burns"), CITY shall, provide to  
COUNTY, pursuant to its sales and use tax agreement, a portion of CITY's one percent  
(1%) Bradley Burns sales tax that is generated within the incorporated area of CITY,  
as follows:

Six and three-quarter percent (6.75%), from ~~July 1, 2009, to June 30, 2014~~ [January 1,  
2015 through December 31, 2015].

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is  
for any reason held to be unconstitutional, such decision shall not affect the validity of  
the remaining portions of this Ordinance. The City Council hereby declares that it would  
have passed this Ordinance and each section, subsection, sentence, clause or phrase  
thereof irrespective of the fact that any one or more sections, subsections, sentences,  
clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m.  
on the thirty-first day after its passage.

\* \* \* \* \*

## CITY COUNCIL REPORT

Agenda Number D-1st 2015

Meeting Date March, 4, 2015

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
City Attorney

**SUBJECT:** Arts Council Funding Request and Request for Direction

### BACKGROUND

At its meeting held on 8/20/14 Council considered a presentation by the Madera County Arts Council. The subject of that presentation was their interest in building an Arts facility using a bequest provided by the Elaine Secara Trust. In response Council appointed Council members Holley, Medellin, and Robinson to work with other community leaders in exploring ideas and measuring support by potential community partners.

The Arts Council is now appearing before Council seeking a contribution of up to \$100,000 for completion of a feasibility study. Two other community partners, the School District and County, are also being asked to participate for a grand total of \$300,000.

### DISCUSSION

The “ask” being made by the Arts Council deserves thoughtful consideration. Briefly:

Art makes an important contribution to any community, both financial and in quality of life. Most would agree that arts of every kind, visual and performing, improve the fabric of community life. In addition there is a fair body of work that demonstrates a vibrant arts community adds to the economic life of a city.

Council should also note the scope of the project as currently being discussed may include master planning a new city hall, meeting rooms, and ribbon retail. Creating a north/south corridor anchored by public uses is being explored. A project of this scope

would represent a unique opportunity to breathe new life into downtown Madera. Such a project is the kind of event public sector leaders spend a professional lifetime hoping to engage and can turn into a signature career moment for all involved.

However – Council needs to fully consider what we may forego in order to pursue a project such as this. The \$100,000 request from the Arts Council will not be the last request for funds. Even a minimal scope project will almost certainly require additional funds from the City, including both *capital and operating costs*. Art centers, particularly performing arts center, almost universally require public assistance.

There is a basic reality of public finance – within reason a city can accomplish anything Council directs; we are unable to do everything we would like. Funds for this project regardless of scope will be competing with needs for an additional fire station, more parks, ADA compliance requirements, police officers, and a hundred other priorities that Council could easily identify.

In summary should Council provide funding for the feasibility analysis -- \$100,000 from General Fund balance is achievable – there needs to be a high degree of commitment to proceed with a project in some form.

In summary, it is an exercise in assessing priorities.

## **FISCAL IMPACT**

An amount not to exceed \$100,000 from the General Fund is identified as the initial impact. Future allocations of funds and offsetting benefits from a project are not quantified at this time.

Should Council want to take action on the Arts Council request staff will bring back an appropriation resolution for approval. In addition Council may want to make use of City funds contingent upon like participation by the County and School District to ensure we are not the only public partner supporting the project with cash resources.

## **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

An entire section of the *Vision Plan* is dedicated to “A Rich Cultural life”. The references to support of the Arts are too many to be easily captured in this report, but may be briefly summarized as follows:

Strategy 311. Public Arts Program; Establish a public arts program to express and honor Madera’s diverse multicultural and ethnic backgrounds.

Strategy 314. Provide facilities for all arts in Madera including performing, visual, musical, written, and vocal.

Strategy 315. Promote the Arts in Madera.

## **RECOMMENDATION**

*Staff recommends* Council consider the information provided by the Arts Council and provide direction on next steps.

RECEIVED

City of Madera City Clerk

By: D. Alvarez

Date: 2/23/15

C: City Administrator  
City Attorney  
Comm. Dev. Dir.

February 17, 2015

Madera City Council  
c/o Robert Poythress, Mayor  
205 West 4<sup>th</sup> Street  
Madera, CA 93637

Mayor Poythress and Members of the Madera City Council:

I am writing this letter on behalf of the partnership formed for looking at the building and sustaining of a Madera County Arts Center. This partnership comprised of the following agencies: Madera Unified School District, The City of Madera, The County of Madera and The Madera County Arts Council. Several months ago, this group with representatives of elected Boards from the City, the County and the MUSD School Board and members of the Board of Directors of the Madera County Arts Council and staff from these groups, began meeting to discuss the feasibility of these groups coming together to support and build a new Madera County Arts Council to serve the residents of Madera County. While this discussion was not a new one to the Madera County Arts Council as we had looked into the possibility of building a Center for the Arts in 2012, the partnership's involvement was new.

Through the conversations of this group and its members, the site for this new Arts Center has been determined. The property at 209 W. Yosemite, the site of the current Madera County Superior Courts and the District Attorney's office has been decided upon and agreed to by the Madera County Supervisors. We are now at a place where a feasibility study needs to be completed. Unfortunately, these studies do cost money to complete. We are currently in the process of completing a bid process with the help of staff from the City and the County. At our last Partnership meeting, staff estimated the cost of this feasibility study would be up to \$300,000. At this time, the Partnership would like to ask the following entities to contribute a maximum of \$100,000 for the completion of this feasibility study: The Madera County Board of Supervisors, The City of Madera and the Madera Unified School District. Again, we are still in the bid phase, so we do not know who will be completing this for us.

It was asked at our last Partnership meeting, what the Madera County Arts Council would be bringing to the table in terms of monetary support for this endeavor. The Madera County Arts Council was bequeathed a sum of \$2.6 million to be used for the building of a Madera County Arts Center. Once the feasibility study has been completed and the construction of the building begins, we will be bringing that to the funding of this project.

You may ask what will an Arts Center provide for Madera County? Using the new Madera County Arts Center, we wish to showcase various types of visual, cultural and performing arts, including dance, music and theatre. Its users will include individuals, private groups, and schools. The design of the facility should enable the use of the facility to become a valuable civic resource that stimulates a culture of philanthropy, creative discourse, education, and opportunities for cultural awareness and expression. It should also provide space for galleries, digital, video, and voice over creations, a 500 seat theater, a black box theater, studios, and offices. People of all ages, cultures, and creative minds should feel

welcome and able to use this center. The community center should also become a destination location for touring exhibitions, site specific temporary installations, a venue for performers, and also offer an indoor and outdoor gathering place for family reunions, medium sized fund raisers, parties, art demonstrations, art fairs, and classrooms within surroundings that exude art, culture and the fabric of our community, old and new.

We are excited that this Partnership has been formed and is committed to the building of an Arts Center for Madera County! On behalf of the Partnership, I would again, respectfully ask that the County of Madera, the City of Madera and Madera Unified School District share equally in the cost of the feasibility study.

Thank you!

  
Dianna Young Marsh, Member  
Partnership for the Madera County Arts Center

CC: David Tooley, City Administrator

[Return to Agenda](#)

## **MEMO**

DATE: March 4, 2015

TO: Madera City Council

FROM: Bobby Kahn, Executive Director  
Madera County Economic Development Commission

RE: Madera County Economic Development Commission  
2015/16 Annual Basic Service Level Budget

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### **I. RECOMMENDATION**

The Madera County Economic Development Commission (MCEDC) recommends the Madera City Council (Council) adopt a minute order approving the 2015/16 Basic Service Level Budget as submitted.

### **II. BACKGROUND**

MCEDC was created by the County of Madera and the cities of Madera and Chowchilla (PARTIES) through a Joint Powers Agreement (JPA). MCEDC is required by the JPA to submit a Basic Service Level Budget to the PARTIES on an annual basis. Once approved the budget is divided between PARTIES proportionally based on population. Through the past several years MCEDC has worked diligently on attractions, expansion and retention efforts with local businesses throughout the County.

### **III. SUMMARY**

The 2015/16 Basic Service Level Budget is approximately 4.6% higher than the 2014/15 budget. All budget line items are almost identical to the 2014/15 budget. The increase is a result of continued increases in health and medical benefits and a 2.5% cost-of-living (COLA) increase for Lois Grow, Business Assistance & Office Manager and Julie Herd Manager of Business Development & Marketing. MCEDC has not given a COLA to any of the employees since 2007. MCEDC is submitting a Basic Service Level Budget of \$395,997. The budget is prorated between the PARTIES based on population. The County share is 54%, City of Madera is 39.17%, and the City of Chowchilla is 6.83%. For the City of Madera, that equates to \$155,112 for Fiscal Year 2015/2016 as compared to \$148,210 in Fiscal Year 2014/2015.

#### **IV. FISCAL IMPACT**

This request will have an impact to the General Fund in the amount of \$155,112 in Fiscal Year 2015/16. MCEDC invoices the City on a quarterly basis. The City's contribution to MCEDC for Fiscal Year 2014/15 is \$148,210. The 4.6% increase represents an additional contribution of \$6,902 from the City of Madera that will have to be worked into the City's 2015/16 Budget.

## Summary of Staff Time

\*Based on population

Business Assistance/Office Manager

\*\* 15% to CDBG

Executive Director

\*\*1% to CDBG

| County of<br>Madera | City of<br>Madera | City of<br>Chowchilla | TOTAL |
|---------------------|-------------------|-----------------------|-------|
| 54%                 | 39.17%            | 6.83%                 | 100%  |
| 54%                 | 39.17%            | 6.83%                 | 100%  |
| 54%                 | 39.17%            | 6.83%                 | 100%  |

### Business Assistance/Office Manager

|                |             |             |             |            |             | CDBG        |
|----------------|-------------|-------------|-------------|------------|-------------|-------------|
| Salary         | \$53,677.20 | \$24,637.83 | \$17,871.56 | \$3,116.23 | \$45,625.62 | \$8,051.58  |
| Retirement     | \$4,025.79  | \$1,847.84  | \$1,340.36  | \$233.72   | \$3,421.92  | \$603.87    |
| Employer Taxes | \$4,106.31  | \$1,884.79  | \$1,367.17  | \$238.40   | \$3,490.36  | \$615.95    |
| Workers Comp.  | \$595.82    | \$273.48    | \$198.38    | \$34.59    | \$506.45    | \$89.37     |
| Medical        | \$17,416.36 | \$7,994.11  | \$5,798.70  | \$1,011.10 | \$14,803.91 | \$2,612.45  |
| Dental         | \$757.90    | \$347.88    | \$252.34    | \$44.00    | \$644.21    | \$113.69    |
| Vision         | \$100.37    | \$46.07     | \$33.42     | \$5.83     | \$85.31     | \$15.06     |
| Life/LTD       | \$240.00    | \$110.16    | \$79.91     | \$13.93    | \$204.00    | \$36.00     |
|                |             |             |             |            | \$68,781.78 | \$12,137.97 |

### Business Development/Mkting Manager

|                |             |             |             |            |             |
|----------------|-------------|-------------|-------------|------------|-------------|
| Salary         | \$48,590.12 | \$26,238.66 | \$19,032.75 | \$3,318.71 | \$48,590.12 |
| Retirement     | \$3,644.26  | \$1,967.90  | \$1,427.46  | \$248.90   | \$3,644.26  |
| Employer Taxes | \$3,717.14  | \$2,007.26  | \$1,456.00  | \$253.88   | \$3,717.14  |
| Workers Comp   | \$539.35    | \$291.25    | \$211.26    | \$36.84    | \$539.35    |
| Medical        | \$23,337.22 | \$12,602.10 | \$9,141.19  | \$1,593.93 | \$23,337.22 |
| Dental         | \$1,015.34  | \$548.28    | \$397.71    | \$69.35    | \$1,015.34  |
| Vision         | \$136.10    | \$73.49     | \$53.31     | \$9.30     | \$136.10    |
| Life/LTD       | \$213.00    | \$115.02    | \$83.43     | \$14.55    | \$213.00    |
|                |             |             |             |            | \$81,192.53 |

### Executive Director

|                |              |             |             |            |              | CDBG       |
|----------------|--------------|-------------|-------------|------------|--------------|------------|
| Salary         | \$107,923.00 | \$57,695.64 | \$41,850.70 | \$7,297.43 | \$106,843.77 | \$1,079.23 |
| Retirement     | \$16,188.00  | \$8,654.10  | \$6,277.44  | \$1,094.58 | \$16,026.12  | \$161.88   |
| Employer Taxes | \$8,256.00   | \$4,413.66  | \$3,201.54  | \$558.24   | \$8,173.44   | \$82.56    |
| Workers Comp   | \$3,615.42   | \$1,932.81  | \$1,402.00  | \$244.46   | \$3,579.27   | \$36.15    |
| Medical        | \$12,315.21  | \$6,583.71  | \$4,775.63  | \$832.72   | \$12,192.06  | \$123.15   |
| Dental         | \$559.81     | \$299.27    | \$217.09    | \$37.85    | \$554.21     | \$5.60     |
| Vision         | \$78.58      | \$42.01     | \$30.47     | \$5.31     | \$77.79      | \$0.79     |
| Life/LTD       | \$487.00     | \$260.35    | \$188.85    | \$32.93    | \$482.13     | \$4.87     |
|                |              |             |             |            | \$147,928.79 | \$1,494.23 |

|              |              |              |             |              |             |
|--------------|--------------|--------------|-------------|--------------|-------------|
| \$311,535.30 | \$160,867.67 | \$116,688.67 | \$20,346.78 | \$297,903.10 | \$13,632.20 |
|--------------|--------------|--------------|-------------|--------------|-------------|

| EDC Projected Expenses | County    | City      | City          |       |
|------------------------|-----------|-----------|---------------|-------|
| (Exhibit B)            | of Madera | of Madera | of Chowchilla | TOTAL |

|                                          |         |         |        |         |
|------------------------------------------|---------|---------|--------|---------|
| <b>Staff Salaries/Other Compensation</b> | 108,572 | 78,755  | 13,732 | 201,060 |
| <b>Staff Benefits/Taxes</b>              | 52,296  | 37,934  | 6,614  | 96,844  |
| Subtotal                                 | 160,868 | 116,689 | 20,346 | 297,903 |

|                           |                 |           |           |          |        |
|---------------------------|-----------------|-----------|-----------|----------|--------|
| <b>Operating Expenses</b> | % to be applied | 54%       | 39.17%    | 6.83%    | 100%   |
| Audit                     | 3,500           | 1,890.00  | 1,371.00  | 239.00   | 3,500  |
| Auto Expense/Travel       | 3,000           | 1,620.00  | 1,175.00  | 205.00   | 3,000  |
| Conference/Training       | 2,000           | 1,080.00  | 783.00    | 137.00   | 2,000  |
| Staff Expense             | 2,000           | 1,080.00  | 783.00    | 137.00   | 2,000  |
| Insurance/Surety Bonds    | 1,000           | 540.00    | 392.00    | 68.00    | 1,000  |
| Office Supplies           | 1,000           | 540.00    | 392.00    | 68.00    | 1,000  |
| Office Rent               | 28,800          | 15,552.00 | 11,281.00 | 1,967.00 | 28,800 |
| Organizational Dues       | 1,700           | 918.00    | 666.00    | 116.00   | 1,700  |
| Postage                   | 1,000           | 540.00    | 392.00    | 68.00    | 1,000  |
| Newsletter                | 2,394           | 1,293.00  | 938.00    | 163.00   | 2,394  |
| Printing                  | 1,000           | 540.00    | 392.00    | 68.00    | 1,000  |
| Publications/Directories  | 500             | 270.00    | 196.00    | 34.00    | 500    |
| Repairs/Maintenance       | 2,500           | 1,350.00  | 979.00    | 171.00   | 2,500  |
| Telephone                 | 3,000           | 1,620.00  | 1,175.00  | 205.00   | 3,000  |
| Utilities                 | 3,500           | 1,890.00  | 1,371.00  | 239.00   | 3,500  |
| Commission Expense        | 200             | 108.00    | 78.00     | 14.00    | 200    |
| Equipment Rental          | 3,000           | 1,620.00  | 1,175.00  | 205.00   | 3,000  |
| Marketing                 | 38,000          | 20,520.00 | 14,885.00 | 2,595.00 | 38,000 |
|                           | 98,094.00       | 52,971.00 | 38,424.00 | 6,699.00 | 98,094 |

|                                |                  |                |                    |            |
|--------------------------------|------------------|----------------|--------------------|------------|
| <b>TOTAL Fiscal Year 15/16</b> | 213,838.38       | 155,111.80     | 27,046.49          | 395,996.67 |
|                                | County of Madera | City of Madera | City of Chowchilla |            |