AGENDA
REGULAR MEETING OF THE LAKEPORT CITY COUNCIL
(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)
Tuesday, September 3, 2019
City Council Chambers, 225 Park Street, Lakeport, California 95453

Any person may speak for three (3) minutes on any agenda item; however, total public input per item is not to exceed 15 minutes, extended at the discretion of the City Council. This rule does not apply to public hearings. Non-timed items may be taken up at any unspecified time.

I. CALL TO ORDER & ROLL CALL: 6:00 p.m.

II. PLEDGE OF ALLEGIANCE:

III. ACCEPTANCE OF AGENDA/URGENCY ITEMS: Move to accept agenda as posted, or move to add or delete items.

To add item, Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the Agenda being posted.

IV. CONSENT AGENDA:

The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.

A. Ordinances: Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.

B. Minutes: Approve minutes of the City Council regular meeting of August 20, 2019.

C. Warrants: Approve the warrant register of August 23, 2019.

D. Renew Emergency Resolution: Mendocino Complex Fire Confirm the continuing existence of a local emergency for the Mendocino Complex Fire.


V. PUBLIC PRESENTATIONS/REQUESTS:

A. Public Input:

Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight’s agenda. Persons wishing to address the City Council are required to complete a Citizen’s Input form and submit it to the City Clerk prior to the meeting being called to order. While not required, please state your name and address for the record. NOTE: Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.

B. Proclamation: Read a proclamation declaring September 2019 to be Childhood Cancer Awareness Month in the City of Lakeport.

VI. COUNCIL BUSINESS

A. Public Works Director

1. Contract Amendment: Amend the construction contract to Bridges Construction for the City Hall Remodel Project.

VII. CITY COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any:

VIII. ADJOURNMENT:

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk’s Office at 225 Park Street, Lakeport, California, during normal business hours. Such documents are also available on the City of Lakeport’s website, www.cityoflakeport.com, subject to staff’s ability to post the documents before the meeting.

The City of Lakeport, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk’s Office, (707) 263-5615, 72 hours prior to the scheduled meeting to ensure reasonable accommodations are provided.
Hilary Britton, Deputy City Clerk
MINUTES
REGULAR MEETING OF THE LAKEPORT CITY COUNCIL
(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)
Tuesday, August 20, 2019
City Council Chambers, 225 Park Street, Lakeport, California 95453

Any person may speak for three (3) minutes on any agenda item; however, total public input per item is not to exceed 15 minutes, extended at the discretion of the City Council. This rule does not apply to public hearings. Non-timed items may be taken up at any unspecified time.

CLOSED SESSION:
Mayor Barnes called the meeting to order at 5:45 p.m. Mayor Barnes adjourned to Closed Session at 5:45 p.m. to discuss:
1. Conference with Legal Counsel—Existing Litigation (Gov. Code, § 54956.9(d)(1))
   The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in litigation:
   Name of Case: John et al. v. Lake County et al.
   Name of Parties: Plaintiffs--Beverly John, Jacqueline John, Lyann Williams, Curtis Williams; Defendants—Lake County, City of Lakeport, Antonio Castellanos, Cody White, Joseph Eastham, Mark Steele
   Case No. N.D. Cal. 3:18-cv-06935

Report Out of Closed Session:
There was no reportable action out of closed session.

I. CALL TO ORDER & ROLL CALL:
Mayor Barnes called the meeting to order at 6:00 p.m. with Council Members Mattina, Parlet, Spurr and Turner present.

II. PLEDGE OF ALLEGIANCE:
The Pledge of Allegiance was led by Lieutenant Gerry Gonzalez

III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS:
A motion was made by Council Member Turner, seconded by Council Member Mattina, and unanimously carried by voice vote to accept agenda as posted.

IV. CONSENT AGENDA:
The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.

A. Ordinances:
   Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.

B. Minutes:
   Approve minutes of the City Council regular meeting of August 6, 2019 and the special meeting of August 13, 2019.

C. Renew Emergency Resolution:
   Confirm the continuing existence of a local emergency for the Mendocino Complex Fire.
   Renew Emergency Resolution: February 2019 Storms
   Confirm the continuing existence of a local emergency for the February 2019 Storms.

D. Application 2019-022:
   Approve event application 2019-022, with staff recommendations, for the 2019 Recovery Happens event.

E. Measure Z Advisory Committee (MZAC):
   Receive and file the draft minutes of the July 17, 2019 MZAC meeting.

F. Public Educational and Governmental (PEG) Cable Television Agreement:
   Approve an agreement between the City of Clearlake, City of Lakeport and the County of Lake relative to operation of a local public, educational, governmental cable television channel, referred to as the PEG Channel.

G. Lake County Fair Disabled Parking:
   Approve the designated temporary disabled parking on C and D Streets, between South Forbes Street and the respective fairgrounds entrance gates from 4:00 p.m. August 30th to Midnight on Sunday, September 2nd, 2019

H. Municipal Mural Project:
   Approve proposed mural for the building at 60 Third Street.
J. Reset Public Hearing Date Regarding the creation of an Underground Utility District:

Vote on the Consent Agenda:

City Attorney Ruderman announced that Council Members Spurr and Parlet would recuse themselves from vote on Item J pertaining to the creation of an Underground Utility District, since both Council Members live within 500 feet of the proposed district boundary.

A motion was made by Council Member Turner, seconded by Council Member Mattina, and unanimously carried by voice vote to approve the Consent Agenda, items A-J, with Council Members Spurr and Parlet abstained from vote on item J.

- Reset Public Hearing Date Regarding the creation of an Underground Utility District.

V. PUBLIC PRESENTATIONS/REQUESTS:

A. Public Input:

There was no input offered by the public.

B. Middletown Arts Center (MAC)

Wilda Shock introduced Georgina Marie from the Middletown Art Center who gave a presentation on the Resilience Art Project Exhibit.

C. Fireworks Donation:

Melissa Fulton of the Lake County Chamber of Commerce presented a check in the amount of $5,659.65 amount for the Annual Fireworks Show in Library Park collected through the Add-A-Dollar campaign in partnership with Bruno’s Shop Smart.

City Manager Silveira stated the Lakeport Main Street Association also donated $1000 for the fireworks display earlier in the week.

D. Presentation of Certificate:

Mayor Barnes and Public Works Director Grider presented the Certificate from the Governor’s Office of Emergency Services certifying Parks Foreman Ron Ladd as an Emergency Management Specialist.

E. Lakeport Economic Development Advisory Committee (LEDAC):


VI. COUNCIL BUSINESS

A. Finance Director

1. Contract Award:

The staff report was presented by Finance Director Walker. A motion was made by Council Member Mattina, seconded by Council Member Spurr, and unanimously carried by voice vote to approve and authorize the City Manager to execute the Professional Services Agreement with JJACPA for independent auditing services.

B. Public Works Director

1. Contract Award

The staff report was presented by Public Works Director Grider. Nancy Ruzicka asked a question about the bids. A motion was made by Council Member Spurr, seconded by Council Member Mattina, and unanimously carried by voice vote to award a construction contract to Lamon Construction Company, Inc., for the South Main Street Pavement Rehabilitation Project.

VII. CITY COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any:

City Manager Silveira gave no report.

City Attorney Ruderman gave no report.

Finance Director Walker gave no report.
Public Works Director Gridr gave no report.
Interim Lieutenant Gonzales gave no report.
Community Development Director Ingram reported that the Prop 68 parks grant has been submitted.
Administrative Services Director/City Clerk Buendia gave no report.
Mayor Barnes gave no report.
Council Member Parlet spoke about the dynamics of minimum wage and impacts on restaurants and that he had attended the new Paradigm College to take a five week course on Lake County geology, ecology and climate.
Council Member Mattina reported that LMSA is working on the Dickens Fair and looking for sponsors for the slide or skating rink.
Council Member Spurr reported that the new mural with the Pan Am clipper is historically accurate and special.
Council Member Turner reported that she will attend an outreach on AB1080 and SB54 bills related to reduction of unsustainable consumer packaging.
Council Member Turner invited the public to the Taste of Lakeport event, and thanked the staff of the Cities and County, observing that they work very well and come together in time of trouble.

VII. ADJOURNMENT:

Mayor Barnes adjourned the meeting at 7:20 p.m.

______________________________
Tim Barnes, Mayor

Attest:

______________________________
Kelly Buendia, City Clerk
8/27/2019

I hereby certify that the attached list of warrants has been audited, extensions are proper, purchase orders have been issued, and department heads have been given the opportunity to review and sign claim forms.

______________________________
Nicholas Walker
Finance Director
# Bank Transaction Report

## Transaction Detail

**Issued Date Range:** 07/20/2019 - 08/23/2019

**Cleared Date Range:** -

---

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Cleared Date</th>
<th>Number</th>
<th>Description</th>
<th>Module</th>
<th>Status</th>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001397</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-2,485.08</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001398</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-2,699.19</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001399</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-2,690.07</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001400</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-7,783.72</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001401</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-4,061.20</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001402</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-5,803.47</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001403</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-745.09</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001404</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-1,661.78</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001405</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-47.43</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001406</td>
<td>CALPERS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-47.43</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001407</td>
<td>IRS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-3,797.66</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001408</td>
<td>CA EMP DEVELOPMENT DEPT</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-4,197.55</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001409</td>
<td>CA EMP DEVELOPMENT DEPT</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-1,309.55</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001410</td>
<td>IRS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-12,556.51</td>
</tr>
<tr>
<td>07/30/2019</td>
<td></td>
<td>DFT0001411</td>
<td>IRS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-136.40</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55797</td>
<td>ALPHA ANALYTICAL LABORATORIES</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-3,244.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55798</td>
<td>Void Check</td>
<td>Accounts PAYABLE</td>
<td>Voided</td>
<td>Check</td>
<td>0.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55799</td>
<td>AmWINS GROUP BENEFITS, INC.</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-19,203.16</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55800</td>
<td>APEX TECHNOLOGY MGMT, INC.</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-402.50</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55801</td>
<td>ARAMARK UNIFORM SERVICES</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-11.07</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55802</td>
<td>AT&amp;T</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-501.56</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55803</td>
<td>B &amp; B INDUSTRIAL SUPPLY, INC.</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-309.72</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55804</td>
<td>BAILEY'S, INC.</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-455.61</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55805</td>
<td>BLUE TARP FINANCIAL</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-443.36</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55806</td>
<td>COMBS CONSULTING GROUP</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,000.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55807</td>
<td>COUNTY OF LAKE-ANIMAL CONTROL</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-325.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55808</td>
<td>COUNTY OF LAKE-PUBLIC WORKS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-4,325.71</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55809</td>
<td>COUNTY OF LAKE-SPECIAL DIST</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-22,292.95</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55810</td>
<td>CRESCO EQUIPMENT RENTALS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-12,351.37</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55811</td>
<td>DAVIS TIRE &amp; AUTO REPAIR</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-287.39</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55812</td>
<td>DEBRA ENGLAND</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-675.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55813</td>
<td>DETAIL PLUS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-260.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55814</td>
<td>EARLY LAKE LIONS</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-80.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55815</td>
<td>EUREKA OXYGEN COMPANY</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-310.59</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55816</td>
<td>FOSTER MORRISON CONSULTING, LTD.</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-10,040.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td></td>
<td>55817</td>
<td>GRAINER</td>
<td>Accounts PAYABLE</td>
<td>Outstanding</td>
<td>Check</td>
<td>-71.21</td>
</tr>
<tr>
<td>Number</td>
<td>Description</td>
<td>Module</td>
<td>Status</td>
<td>Type</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------------</td>
<td>---------------</td>
<td>-----------------</td>
<td>-------</td>
<td>------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55818</td>
<td>GRANITE CONSTRUCTION COMPANY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-26,984.96</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55819</td>
<td>GREATMATS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,285.06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55820</td>
<td>HARRINGTON INDUSTRIAL PLASTICS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,653.34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55821</td>
<td>IMAGE SALES, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-35.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55822</td>
<td>INTERNATIONAL CODE COUNCIL INC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,217.65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55823</td>
<td>INTERSTATE BATTERY SYSTEM</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-541.64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55824</td>
<td>IT'S ABOUT TIME, INC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-83.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55825</td>
<td>JOHN LAMBIRTH TRUCKING, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-3,568.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55826</td>
<td>KIWANIS CLUB OF LAKEPORT</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-125.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55827</td>
<td>L. N. CURTIS &amp; SONS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-39.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55828</td>
<td>LAKE COUNTY ELECTRIC SUPPLY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-545.14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55829</td>
<td>LAKE COUNTY LOCK &amp; SAFE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-159.81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55830</td>
<td>LAKE COUNTY WASTE SOLUTIONS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,863.66</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55831</td>
<td>LEE'S SPORTING GOODS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-108.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55832</td>
<td>MC MASTER-CARR SUPPLY CO.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-102.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55833</td>
<td>NAPA AUTO - LAKE PARTS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-471.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55834</td>
<td>NATE'S ELECTRIC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-295.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55835</td>
<td>NFP NATIONAL ACCOUNT SERVICES</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,081.14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55836</td>
<td>NTS MIKEDON, LLC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-337.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55837</td>
<td>NTS MIKEDON, LLC Reversal</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check Reversal</td>
<td>337.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55838</td>
<td>OE PUBLIC &amp; MISCE EE'S</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-12,407.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55839</td>
<td>PACE ENGINEERING, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,147.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55840</td>
<td>PACE SUPPLY #03391-00</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-7,493.72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55841</td>
<td>PAPE MACHINERY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-211.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55842</td>
<td>PEOPLE SERVICES, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-180.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55843</td>
<td>PG&amp;E</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-39,119.72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55844</td>
<td>PITNEY BOWES - SUPPLIES</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-98.89</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55845</td>
<td>R.B. PETERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-251.66</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55846</td>
<td>R.S. HUGHES</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-31.82</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55847</td>
<td>RAINBOW AGRICULTURAL SERVICES</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-583.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55848</td>
<td>RB PEST CONTROL</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-315.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55849</td>
<td>REDWOOD COAST FUELS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-642.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55850</td>
<td>REMIF</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-61,582.48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55851</td>
<td>REMIF</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-538.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55852</td>
<td>REMIF</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-54,404.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55853</td>
<td>REMIF</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-153.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55854</td>
<td>RICOH, USA</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-289.96</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55855</td>
<td>S &amp; K AUTOMOTIVE &amp; TOWING</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-840.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55856</td>
<td>SAFETY-KLEEN CORPORATION</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-240.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55857</td>
<td>SHN CONSULTING ENGINEERS &amp; GEO</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-4,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55858</td>
<td>SHRED-IT USA LLC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-63.84</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55859</td>
<td>STANDARD PRINTING COMPANY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-565.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55860</td>
<td>STAPLES BUSINESS CREDIT-BUSINESS ADVANTAGE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,112.85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issued Date</td>
<td>Cleared Date</td>
<td>Number</td>
<td>Description</td>
<td>Module</td>
<td>Status</td>
<td>Type</td>
<td>Amount</td>
</tr>
<tr>
<td>------------</td>
<td>-------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------</td>
<td>--------</td>
<td>------</td>
<td>--------</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55860</td>
<td>SWRBC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-105.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55861</td>
<td>THE DOCK FACTORY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-153.91</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55862</td>
<td>THE CALIFORNIA ACADEMY FOR ECONOMIC DEVELOPMENT</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,300.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55863</td>
<td>THE SHOE BOX</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-179.44</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55864</td>
<td>THE WORKS INC/MLS - LSQ FUNDING GROUP</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-6,373.06</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55865</td>
<td>TOTAL COMPENSATION SYSTEMS, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-990.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55866</td>
<td>TRI-CITIES ANSWERING SERVICE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-181.50</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55867</td>
<td>U.S. BANK</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-6,583.98</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55868</td>
<td>UKIAH PAPER SUPPLY, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,440.56</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55869</td>
<td>US POSTMASTER - ARIZONA</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-919.96</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55870</td>
<td>VERIZON WIRELESS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-184.10</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55871</td>
<td>WEST CONSULTANTS, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-896.35</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55872</td>
<td>WESTGATE PETROLEUM CO., INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-393.92</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55873</td>
<td>WILDA SHOCK</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,500.00</td>
</tr>
<tr>
<td>08/01/2019</td>
<td>08/01/2019</td>
<td>55874</td>
<td>YOLO COUNTY FLOOD CONTROL</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-907.33</td>
</tr>
<tr>
<td>08/02/2019</td>
<td>08/02/2019</td>
<td>55790</td>
<td>AFLAC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-700.55</td>
</tr>
<tr>
<td>08/02/2019</td>
<td>08/02/2019</td>
<td>55791</td>
<td>CA STATE DISBURSEMENT UNIT</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-157.38</td>
</tr>
<tr>
<td>08/02/2019</td>
<td>08/02/2019</td>
<td>55792</td>
<td>FRANCHISE TAX BOARD</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-100.00</td>
</tr>
<tr>
<td>08/02/2019</td>
<td>08/02/2019</td>
<td>55793</td>
<td>LAKEPORT EMPLOYEE'S ASSOC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-375.00</td>
</tr>
<tr>
<td>08/02/2019</td>
<td>08/02/2019</td>
<td>55794</td>
<td>LPOA</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-540.00</td>
</tr>
<tr>
<td>08/02/2019</td>
<td>08/02/2019</td>
<td>55795</td>
<td>NATIONWIDE RETIREMENT SOLUTION</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-985.00</td>
</tr>
<tr>
<td>08/02/2019</td>
<td>08/02/2019</td>
<td>55796</td>
<td>VALIC - C/O JP MORGAN CHASE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,619.75</td>
</tr>
<tr>
<td>08/02/2019</td>
<td>08/02/2019</td>
<td>55875</td>
<td>LAKEPORT DISPOSAL, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-40,867.54</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55876</td>
<td>AFLAC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-583.49</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55877</td>
<td>AIRMED CARE NETWORK</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-55.00</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55878</td>
<td>CA STATE DISBURSEMENT UNIT</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-157.38</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55879</td>
<td>FRANCHISE TAX BOARD</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-100.00</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55880</td>
<td>LAKEPORT EMPLOYEE'S ASSOC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-375.00</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55881</td>
<td>LEGALSHIELD</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-212.35</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55882</td>
<td>LPOA</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-540.00</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55883</td>
<td>NATIONWIDE RETIREMENT SOLUTION</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,060.00</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55884</td>
<td>VALIC - C/O JP MORGAN CHASE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,594.75</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55893</td>
<td>ALPHA ANALYTICAL LABORATORIES</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-873.00</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55894</td>
<td>APEX TECHNOLOGY MGMT, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,601.60</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55895</td>
<td>AQUA PRODUCTS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-22.16</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55896</td>
<td>ARAMARK UNIFORM SERVICES</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-44.28</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55897</td>
<td>AT&amp;T CALNET 3</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,611.29</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55898</td>
<td>ATLAS BUSINESS SOLUTIONS, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-120.00</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55899</td>
<td>BAILEY'S, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-193.47</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55900</td>
<td>BLUE EARTH LABS, LLC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,888.09</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55901</td>
<td>CA BLDG STANDARDS COMMISSION</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-78.30</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55902</td>
<td>CARLOS PRADOMEZA</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-88.92</td>
</tr>
<tr>
<td>08/16/2019</td>
<td>08/16/2019</td>
<td>55903</td>
<td>CARLOS D.C. ELECTRIC REPAIR</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-315.38</td>
</tr>
<tr>
<td>Number</td>
<td>Description</td>
<td>Module</td>
<td>Status</td>
<td>Type</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------</td>
<td>--------------</td>
<td>-----------</td>
<td>--------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55904</td>
<td>CLEARLAKE REDI-MIX INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-349.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55905</td>
<td>COLANTUANO, HIGHSMITH &amp; BRENNACHER INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-7,081.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55906</td>
<td>DEEP VALLEY SECURITY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-247.85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55907</td>
<td>DEPT OF CONSERVATION</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-224.30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55908</td>
<td>DUNKEN PUMPS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-228.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55909</td>
<td>ENTERPRISE - EAN SERVICES, LLC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-312.28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55910</td>
<td>FRANK HAAS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-760.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55911</td>
<td>GARTON TRACTOR</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,194.36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55912</td>
<td>GHD, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-38,605.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55913</td>
<td>GRAINGER</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-695.43</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55914</td>
<td>HIGH COUNTRY SECURITY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-86.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55915</td>
<td>HILARY BRITTON</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-101.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55916</td>
<td>IMAGE SALES, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-74.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55917</td>
<td>JIM KENNEDY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-59.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55918</td>
<td>JONAS ENERGY SOLUTIONS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-479.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55919</td>
<td>KELSEYVILLE LUMBER</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-108.18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55920</td>
<td>KELSEYVILLE TNT MINI STORAGE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-276.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55921</td>
<td>LACO</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-32,634.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55922</td>
<td>LAKE COUNTY ECONOMIC DEVELOPMENT CORP</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-5,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55923</td>
<td>LAKE COUNTY ELECTRIC SUPPLY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,382.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55924</td>
<td>LAKE COUNTY WASTE SOLUTIONS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-17.05</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55925</td>
<td>LEXIS NEXIS RISK SOLUTIONS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-30.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55926</td>
<td>LIGHTHOUSE BIS, LLC</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-104.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55927</td>
<td>MARIA MOSQUEDA</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55928</td>
<td>MEDIACOM</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,270.90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55929</td>
<td>MENDO MILL &amp; LUMBER CO.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-3,822.97</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55930</td>
<td>MIKISIS SERVICES, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-7,010.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55931</td>
<td>MYERS STEVENS &amp; TOOHY &amp; CO.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-356.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55932</td>
<td>N &amp; S TRACTOR</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-172.77</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55933</td>
<td>NAPA AUTO - LAKE PARTS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-3,973.04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55934</td>
<td>NATIONAL BUSINESS FURNITURE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-640.54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55935</td>
<td>NHA ADVISORS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-4,750.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55936</td>
<td>NUSO</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-248.57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55937</td>
<td>OCCU-MED, LTD.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-130.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55938</td>
<td>OUTDOOR CREATIONS, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-17,451.88</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55939</td>
<td>PACE SUPPLY #03391-00</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,774.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55940</td>
<td>PAPE MACHINERY</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-338.66</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55941</td>
<td>PEOPLE SERVICES, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-425.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55942</td>
<td>PERFORMANCE MECHANICAL</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-848.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55943</td>
<td>PG&amp;E</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-19,576.87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55944</td>
<td>PITNEY BOWES PURCHASE POWER</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,035.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55945</td>
<td>POLESTAR COMPUTERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,934.82</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55946</td>
<td>R.S. HUGHES</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-372.47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Number</td>
<td>Description</td>
<td>Module</td>
<td>Status</td>
<td>Type</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
<td>-------------------------------------------------------</td>
<td>--------------</td>
<td>------------</td>
<td>-----------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5947</td>
<td>RAINBOW AGRICULTURAL SERVICES</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-26.80</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5948</td>
<td>RB PEST CONTROL</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-135.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5949</td>
<td>REMIF</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-32,051.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5950</td>
<td>RICHARD S. THOMAS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,800.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5951</td>
<td>RICH-TEC TRUCKING, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-480.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5952</td>
<td>RICOH USA, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-65.70</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5953</td>
<td>RICOH, USA</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-936.56</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5954</td>
<td>RODEWAY INN &amp; SUITES SKYLARK SHORES RESORT</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-949.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5955</td>
<td>ROTARY CLUB OF LAKEPORT</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,900.50</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5956</td>
<td>ROYAL AUTOMOTIVE CENTER</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-15.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5957</td>
<td>S &amp; K AUTOMOTIVE &amp; TOWING</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,005.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5958</td>
<td>SANTA ROSA JUNIOR COLLEGE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-95.75</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5959</td>
<td>SHN CONSULTING ENGINEERS &amp; GEO</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-713.75</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5960</td>
<td>SUTTER LAKESIDE HOSPITAL</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-50.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5961</td>
<td>THATCHER COMPANY OF CA., INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-2,256.27</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5962</td>
<td>THE SHOE BOX</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-384.88</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5963</td>
<td>THE UPS STORE #5161</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-65.03</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5964</td>
<td>THE WORKS INC/MLS - LSQ FUNDING GROUP</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-5,188.35</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5965</td>
<td>TIRE HUB</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-385.95</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5966</td>
<td>TRI-CITIES ANSWERING SERVICE</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-164.60</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5967</td>
<td>U.S. BANK</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-11,294.27</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5968</td>
<td>UCC RENTALS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-50.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5969</td>
<td>UNION BANK, N.A.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-228,922.93</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5970</td>
<td>USA BLUE BOOK</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-1,588.79</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5971</td>
<td>VERIZON WIRELESS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-520.61</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5972</td>
<td>WESTGATE PETROLEUM CO., INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-6,125.11</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5973</td>
<td>WHEELER'S LANDSCAPING</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-260.00</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>S5974</td>
<td>WILLDAN FINANCIAL SERVICES</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-3,446.10</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000413</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-2,630.05</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000414</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-2,856.65</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000415</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-2,754.15</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000416</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-2,850.03</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000417</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-4,063.86</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000418</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-5,807.28</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000419</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-744.34</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000420</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-1,660.12</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000421</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-47.43</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000422</td>
<td>CALPERS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-7.64</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000423</td>
<td>IRS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-3,772.40</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000424</td>
<td>CA EMP DEVELOPMENT DEPT</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-4,003.84</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000425</td>
<td>CA EMP DEVELOPMENT DEPT</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-1,291.85</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000426</td>
<td>IRS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-12,197.25</td>
<td></td>
</tr>
<tr>
<td>08/16/19</td>
<td>DFT000427</td>
<td>IRS</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Bank Draft</td>
<td>-265.36</td>
<td></td>
</tr>
<tr>
<td>Issued Date</td>
<td>Cleared Date</td>
<td>Number</td>
<td>Description</td>
<td>Module</td>
<td>Status</td>
<td>Type</td>
<td>Amount</td>
</tr>
<tr>
<td>------------</td>
<td>--------------</td>
<td>--------</td>
<td>-------------------------------</td>
<td>-------------------</td>
<td>-------------</td>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td>08/19/2019</td>
<td></td>
<td>55975</td>
<td>LAKEPORT DISPOSAL, INC.</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-36,684.71</td>
</tr>
<tr>
<td>08/19/2019</td>
<td></td>
<td>55976</td>
<td>LAKE LAFCO</td>
<td>Accounts Payable</td>
<td>Outstanding</td>
<td>Check</td>
<td>-3,500.00</td>
</tr>
</tbody>
</table>

Bank Account 15-0352000798 Total: (210) -980,093.53
Report Total: (210) -980,093.53
### Summary

#### Bank Account

<table>
<thead>
<tr>
<th>Account ID</th>
<th>Count</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-0352000798 POOLED CASH BANK</td>
<td>210</td>
<td>-980,093.53</td>
</tr>
</tbody>
</table>

Report Total: 210 -980,093.53

#### Cash Account

<table>
<thead>
<tr>
<th>Account ID</th>
<th>Count</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No Cash Account</strong></td>
<td>1</td>
<td>0.00</td>
</tr>
<tr>
<td>998 998-0000-101000 POOLED CASH - WEST AMERICA</td>
<td>209</td>
<td>-980,093.53</td>
</tr>
</tbody>
</table>

Report Total: 210 -980,093.53

#### Transaction Type

<table>
<thead>
<tr>
<th>Type</th>
<th>Count</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Draft</td>
<td>30</td>
<td>-89,934.59</td>
</tr>
<tr>
<td>Check</td>
<td>179</td>
<td>-890,496.20</td>
</tr>
<tr>
<td>Check Reversal</td>
<td>1</td>
<td>337.26</td>
</tr>
</tbody>
</table>

Report Total: 210 -980,093.53
STAFF REPORT

RE: Continuation of Local Emergency Declaration – Mendocino Complex Fires

MEETING DATE: 09/03/2019

SUBMITTED BY: Margaret Silveira, City Manager

PURPOSE OF REPORT: ☑️ Information only  ☐ Discussion  ☑️ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to review the need to continue the proclamation declaring a Local State of Emergency due to conditions of extreme peril as a result of the River Fire, re-named along with the Ranch Fire, the Mendocino Complex fire and provide direction.

BACKGROUND/DISCUSSION:

On July 28, 2018, the Director of Emergency Services for the City of Lakeport declared a local State of Emergency in connection with the conditions of extreme peril to the safety of persons and property within the city as a result of the River Fire, re-named the Mendocino Complex fire in combination with the Ranch Fire. In accordance with the Emergency Services Act Section 8630(b) and Lakeport Municipal Code section 2.28.130, the City Council ratified the declared emergency on July 30, 2018 under Resolution 2679 (2018). Under Lakeport Municipal Code section 2.28.150, the City Council shall review, at least every 14 days, the need for continuing the emergency declaration until the local emergency is terminated.

The City Council, at a Special Meeting on August 13, 2018, continued the emergency declaration via Resolution 2680 (2018). The City Council subsequently continued the emergency declaration on August 21, 2018, September 18, 2018, October 2, 2018, October 16, 2018, November 6, 2018, November 20, 2018, December 4, 2018, December 18, 2018, January 15, 2019, February 5, 2019, February 19, 2019, March 5, 2019, March 19, 2019, April 2, 2019, April 16, 2019, May 7, 2019 May 21, 2019, June 4, 2019, June 18, 2019, July 16, 2019 and August 6, 2019. Since a need still exists for the declaration, Council is asked to review and continue the declaration. Should the need continue, staff will return this item at the next regularly scheduled City Council meeting.

OPTIONS:

Approve the need for the continuation of the proclamation declaring a Local State of Emergency due to Mendocino Complex fire; or proclaim the termination of the Local State of Emergency

FISCAL IMPACT:

☐ None  ☑️ $  Budgeted Item? ☐ Yes  ☐ No
Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: $

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments:

SUGGESTED MOTIONS: Move to confirm the continuing existence of a local emergency in the City of Lakeport.

RESOLUTION NO. 2679 (2018)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT RATIFYING THE DIRECTOR OF EMERGENCY SERVICES’ PROCLAMATION OF A LOCAL EMERGENCY IN THE CITY OF LAKEPORT

WHEREAS, Chapter 2.28 of the Lakeport Municipal Code, adopted as Ordinance Number 832 of the City of Lakeport empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City of Lakeport is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within this City as a result of a fire commencing on or about 1:01 p.m. on the 27th day of June/July, 2018, called the River Fire and later re-named the Mendocino Complex along with the Ranch Fire, which commenced on or about 12:05 p.m. on the 27th day of July, 2018, at which time the City Council of the City of Lakeport was not in session; and

WHEREAS, the City Manager, acting as the Director of Emergency Services of the City of Lakeport, did proclaim the existence of a local emergency within the City on the 28th day of July, 2018; and

WHEREAS, the Governor of the State of California proclaimed a state of emergency in the Lake County as a result of the Mendocino Complex on the 28th day of July, 2018; and

WHEREAS, the City Council does hereby find that aforesaid conditions of extreme peril did warrant and necessitate the proclamation of existence of a local emergency.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the City Council hereby proclaims a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that the Director of Emergency Services’ Proclamation of Existence of a Local Emergency is hereby ratified and confirmed; and

IT IS FURTHER RESOLVED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that during the existence of this local emergency the powers, functions and duties of the Disaster Council of the City of Lakeport and its Director of Emergency Services shall be those prescribed by state law, and by the ordinances and resolutions of this City; and
IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Margaret Silveira, Director of Emergency Services of the City of Lakeport, is hereby designated as the authorized representative of the City of Lakeport for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

This resolution shall be effective upon its adoption.

THIS RESOLUTION was passed by the City Council of the City of Lakeport at a special meeting thereof on the 30th day of July, 2018, by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

MIREYA G. TURNER, Mayor

ATTEST:

KELLY BUENDIA, City Clerk
STAFF REPORT

RE: Continuation of Local Emergency Declaration – February Storms

MEETING DATE: 09/03/2019

SUBMITTED BY: Margaret Silveira, City Manager

PURPOSE OF REPORT: ☑ Information only ☐ Discussion ☑ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to review the need to continue the proclamation declaring a Local State of Emergency due to conditions of extreme peril as a result of the February 2019 Storms and provide direction.

BACKGROUND/DISCUSSION:

On February 28, 2019, the Director of Emergency Services for the City of Lakeport declared a local State of Emergency in connection with the conditions of extreme peril to the safety of persons and property within the city as a result of the February 2019 storms. In accordance with the Emergency Services Act Section 8630(b) and Lakeport Municipal Code section 2.28.130, the City Council ratified the declared emergency on March 5, 2019, March 19, 2019, April 2, 2019, April 16, 2019, May 7, 2019, May 21, 2019, June 4, 2019, June 18, 2019, July 16, 2019, and August 6, 2019 under Resolution 2704 (2019). Under Lakeport Municipal Code section 2.28.150, the City Council shall review, at least every 14 days, the need for continuing the emergency declaration until the local emergency is terminated.

Since a need still exists for the declaration, Council is asked to review and continue the declaration. Should the need continue, staff will return this item at the next regularly scheduled City Council meeting.

OPTIONS:

Approve the need for the continuation of the proclamation declaring a Local State of Emergency due to the February 2019 storms; or proclaim the termination of the Local State of Emergency

FISCAL IMPACT:

☐ None ☐ $ Budgeted Item? ☐ Yes ☑ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: $

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments:
SUGGESTED MOTIONS: Move to confirm the continuing existence of a local emergency in the City of Lakeport.

Attachments:

1. Resolution No. 2704 (2019)
RESOLUTION NO. 2704 (2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT CONFIRMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Chapter 2.28 of the Lakeport Municipal Code, adopted as Ordinance Number 832 of the City of Lakeport empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City of Lakeport is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within this City as a result of rain storms, wind, and flooding commencing on or about February 26, 2019, at which time the City Council of the City of Lakeport was not in session; and

WHEREAS, the City Council does hereby find that aforesaid conditions of extreme peril did warrant and necessitate the proclamation of existence of a local emergency; and

WHEREAS, the Director of Emergency Services of the City of Lakeport did proclaim the existence of a local emergency within the City on the 28th day of February, 2019; and

WHEREAS, the Governor of the State of California proclaimed a state of emergency in Lake County due to atmospheric river storm systems, which caused widespread damage and flooding; and

WHEREAS, the City Council does hereby find that aforesaid conditions of extreme peril did warrant and necessitate the proclamation of existence of a local emergency.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the City Council hereby proclaims a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that the Director of Emergency Services’ Proclamation of Existence of a Local Emergency is hereby ratified and confirmed; and

IT IS FURTHER RESOLVED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that during the existence of this local emergency the powers, functions and duties of the Disaster Council of the City of Lakeport and its Director of Emergency Services shall be those prescribed by state law, and by the ordinances and resolutions of this City; and
IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Margaret Silveira, Director of Emergency Services of the City of Lakeport, is hereby designated as the authorized representative of the City of Lakeport for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

This resolution shall be effective upon its adoption.

THIS RESOLUTION was passed by the City Council of the City of Lakeport at a regular meeting thereof on the 5th day of March, 2019, by the following vote:

AYES: Mayor Barnes, Council Members Mattina, Parlet, Spurr and Turner
NOES: None
ABSTAINING: None
ABSENT: None

Tim Barnes, Mayor

ATTEST:

Kelly Buendia, City Clerk
APPLICATION FOR USE OF PUBLIC AREAS

Please note: City Council meetings are held the FIRST and THIRD TUESDAY of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk at least ten working days before the Council meeting at which they will be considered.

This section to be completed by City:

<table>
<thead>
<tr>
<th>Application Received (Date): 8/20/19</th>
<th>Application No. 2019-025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee Paid</td>
<td>For Council Meeting of (Date): 9/3/2019</td>
</tr>
</tbody>
</table>

This section to be completed by Applicant (please answer all questions):

<table>
<thead>
<tr>
<th>Applicant Name: Shaun Roderick</th>
<th>Organization Name: Clear Lake High School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 350 Lange St</td>
<td>Address:</td>
</tr>
<tr>
<td>Home Phone:</td>
<td>Work Phone: 707.262.3010</td>
</tr>
<tr>
<td>Mobile Phone: 707.295.0630</td>
<td>Email Address: sroderick2lakeport.k12.ca.us</td>
</tr>
<tr>
<td>Other Contact: Jennifer Scheel</td>
<td>Phone for Other Contact: 707.262.3010</td>
</tr>
<tr>
<td>Organization is: ☑ Nonprofit Organization</td>
<td>☐ For Profit Organization</td>
</tr>
</tbody>
</table>

Name of Event: Clear Lake High School Homecoming Parade

Description of Event: Parade with approximately 15-20 entries, including marching band

Specific Location of Event (Map Must be Attached): Main st (starting at Nat. High) to Soper Reese Theater Martin St.

Does this use involve public right of way, streets, or sidewalk? ☑ Yes ☐ No If yes, please indicate specific location:

If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:

Record Bee, Lake County News, Facebook, School Communications. Will request a nixle from LPD.

<table>
<thead>
<tr>
<th>Date(s) of Event: Friday, September 27th 2019</th>
<th>Total Number of Days: 1</th>
<th>Set Up Time: 3:30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of Event: 4:00</td>
<td>Tear Down Time: 5:00</td>
<td></td>
</tr>
</tbody>
</table>

Specify anticipated number of people (both participants and the public): 400+

Will any vendors be present? Yes ☑ No ☐ Will any food booths be present? Yes ☑ No ☐

Requirements:

☑ Electricity (cannot be guaranteed by City)
☑ Barricades
☑ Street/Sidewalk Closures
☐ No irrigation in park prior to event
☐ Other (please specify): Coordination of these requirements must be made through the Public Works Department: (707) 263-0751

Specific City Staff Needs:

☑ Police
☑ Public Works
☐ Parks
☐ Other (please specify):

The City reserves the right to bill applicant for related City costs.

Insurance Information:

Specify Insurance Company: Keenan & Associates

Policy Number: Expiration Date: Limits of Coverage:

INSURANCE CERTIFICATE REQUIRED

Note: The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.
USE OF ALCOHOL: Is a permit for alcoholic beverages requested? □ Yes ☑ No
If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and “employees” from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

Signature of Applicant
Responsible Official of Applicant Organization

Dated: 08/8/2019

STAFF RESPONSE

This section to be completed by City and Other Affected Agencies:

<table>
<thead>
<tr>
<th>Staff Name:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ No Fiscal Impact</td>
<td>□ Fiscal Impact (Describe/Include Estimated Costs)</td>
</tr>
<tr>
<td></td>
<td>□ Police</td>
</tr>
<tr>
<td></td>
<td>□ Public Works</td>
</tr>
<tr>
<td></td>
<td>□ Parks</td>
</tr>
<tr>
<td></td>
<td>□ Other (please specify):</td>
</tr>
</tbody>
</table>

The following will be Required:

□ Business License
□ ABC License

□ Health Department Permit
□ Other (Specify):  

Staff Comments:

This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date):
□ Application Approved
□ Application Denied
□ Application Approved With Conditions (See Below)

Conditions of Approval:

☑ Attachments (specify):
## CERTIFICATE OF COVERAGE

**Issue Date**: 8/13/2019

**ADMINISTRATOR**: Keenan & Associates  
1111 Broadway, Suite 2000  
Oakland, CA 94607  
8151  
www.keenan.com

**COVERED PARTY**:  
Lakeport Unified School District  
SIGNAL II  
2508 Howard Avenue  
Lakeport CA 95453

**This is to certify that the coverages listed below have been issued to the covered party named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms and conditions of such coverage documents.**

<table>
<thead>
<tr>
<th>ENT LTR</th>
<th>TYPE OF COVERAGE</th>
<th>COVERAGE DOCUMENTS</th>
<th>EFFECTIVE/ EXPIRATION DATE</th>
<th>MEMBER RETAINED LIMIT / DEDUCTIBLE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>NCR 00108-33</td>
<td>7/1/2019 7/1/2020</td>
<td>$25,000 $2,000,000</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>NCR 00108-33</td>
<td>7/1/2019 7/1/2020</td>
<td>$25,000 $1,000,000</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>PROPERTY</td>
<td>NCR 00108-33</td>
<td>7/1/2019 7/1/2020</td>
<td>$25,000 $250,250,000 each occurrence</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>STUDENT PROFESSIONAL LIABILITY</td>
<td>NCR 00108-33</td>
<td>7/1/2019 7/1/2020</td>
<td>$25,000 included each occurrence</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION</td>
<td>PIPS 00122-16</td>
<td>7/1/2019 7/1/2020</td>
<td>$1,000,000 E.L. each accident $1,000,000 E.L. disease - each employee $1,000,000 E.L. disease - policy limits</td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**

As respects to the use of Main Street and surrounding streets in Lakeport, CA (Main St. (starting at Nat. High) to Soper Reese Theater Martin St.) by Clearlake High School for their Homecoming Parade on 9/27/2019, 3:30 p.m. until 5:00 p.m.

**CERTIFICATE HOLDER:**  
City of Lakeport  
225 Park Street  
Lakeport CA 95453

**CANCELLATION...SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/YPA WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/YPA, ITS AGENTS OR REPRESENTATIVES.**

John Stephens  
AUTHORIZED REPRESENTATIVE
DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.
ENDORSEMENT

ADDITIONAL COVERED PARTY

<table>
<thead>
<tr>
<th>COVERED PARTY</th>
<th>COVERAGE DOCUMENT</th>
<th>ADMINISTRATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeport Unified School District</td>
<td>NCR 00108-33</td>
<td>Keenan &amp; Associates</td>
</tr>
</tbody>
</table>

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:
City of Lakeport
225 Park Street
Lakeport CA 95453

As Respects:
As respects to the use of Main Street and surrounding streets in Lakeport, CA (Main St. (starting at Nat. High) to Soper Reese Theater Martin St.) by Clearlake High School for their Homecoming Parade on 9/27/2019, 3:30 p.m. until 5:00 p.m.

The City of Lakeport is included as an Additional Covered Party.

_________________________________________
Authorized Representative

Issue Date: 8/13/2019
Thank you Hillary! No comments from LTA.

Wanda Gray
Director Regional Operations
Paratransit Services
Operators of Lake Transit

"Providing Quality Coordinated Transportation and community services since 1980"

Direct: (707) 994-3384 ext 5
Cell: (707)951-6403
Fax: (707) 994-3387
Email: WLG@paratransit.net

Please consider the environment before printing this email.

CONFIDENTIALITY NOTICE: This electronic mail transmission and any accompanying attachments contain information belonging to the sender which may be confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this electronic mail transmission was sent as indicated above. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender immediately and destroy all copies of this transmission and all attachments. Thank you.
No police concerns.

Brad Rasmussen  
Chief of Police  
Lakeport Police Department  
Main: 707-263-5491  
Cell: 707-367-6035

Stand with anybody that stands right, stand with him while he is right and part with him when he goes wrong. - Abraham Lincoln

Police Website:  
http://www.lakeportpolice.org/

Police FaceBook: https://www.facebook.com/pages/Lakeport-Police-Department/176101292414821

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

Sent from my iPad

On Aug 21, 2019, at 4:47 PM, Hilary Britton <hbritton@cityoflakeport.com> wrote:

Hi all,

Please find attached application 2019-025 for the 2019 Clear Lake High School Homecoming Parade, for your review and comments.

We would like to submit this for Council approval at the 09/03/2019 Council meeting, so please have your comments back to me by 08/28/2019.

Thank you for your input!

Hilary Britton  
Deputy City Clerk/Records Supervisor  
City of Lakeport  
225 Park Street  
Lakeport, CA 95453  
(707) 263-5615 x102
E-mail correspondence and attachments with the City of Lakeport may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.

(App 2019-025 - CLHS Homecoming Parade.pdf)
Proclamation

DESIGNATING THE MONTH OF SEPTEMBER, 2019 AS CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, childhood cancer is the leading cause of death by disease in children; and

WHEREAS, 1 in 285 children in the United States will be diagnosed with cancer by their 20th birthday; and

WHEREAS, the average age of diagnosis is 6 years old, compared to 66 years for adults’ cancer diagnosis; and

WHEREAS, throughout the country, organizations, advocates and hospitals work to increase the awareness of childhood cancer; and

WHEREAS, due to high participation and advances in medical treatment, mortality rates in childhood cancer have declined over the past four decades. However despite such advances, 1,800 children die of cancer each year in the United States; and

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life threatening; and

WHEREAS, throughout the United States organizations, advocates, and hospitals work to increase awareness of the signs of childhood cancer, advocate for active cancer screening tests and treatments, and support the families affected by childhood cancer; and

WHEREAS, only by increasing awareness will it be possible to control and ultimately defeat this disease

WHEREAS, it is vital those affected by childhood cancer have access to quality and affordable care and the research for all forms of childhood cancer be supported; and

WHEREAS, the determination and bravery of which these children fight these battles should be recognized and commended by all of us;

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Lakeport does hereby designates September 2019

Childhood Cancer Awareness Month

in the City of Lakeport.

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 3rd day of September, 2019.

TIM BARNES, Mayor
STAFF REPORT

RE: City Hall Remodel Project

MEETING DATE: 9/3/2019

SUBMITTED BY: Margaret Silveira, City Manager

PURPOSE OF REPORT: ☒ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:
The City Council is being asked to amend a construction contract with Bridges Construction to include mandatory federal language. There is also a contract change order for additional administrative time relating to the federal requirements for the amount of $3,900.

BACKGROUND/DISCUSSION:
This project is to provide ADA compliant access to the City Hall Administration & Finance payment counter, remodeled office space for the planning department, and additional storage for the council chambers.

Bridges Construction amended their original bid from $235,610 to $187,860, largely relating to changing the construction work from night work to daytime work.

The project is now funded partially by federal CDBG monies which include additional administrative requirements from the contractor. The funding came through after the contract was awarded. Therefore, a contract amendment is needed to include the mandatory federal language. A contract change order is warranted to compensate the contractor for additional administrative requirements that come with the CDBG funding.

Construction is estimated to start in September.

OPTIONS:
The City Council could provide other direction.

FISCAL IMPACT:

☐ None ☒ $191,760 Budgeted Item? ☒ Yes ☐ No $187,860 had been previously appropriated. An additional $3,900 is being requested

Budget Adjustment Needed? ☒ Yes ☐ No If yes, amount of appropriation increase: $ 191,760

Affected fund(s): ☒ General Fund ☒ Water OM Fund ☒ Sewer OM Fund ☐ Other:

Comments:

SUGGESTED MOTIONS:
Move to amend a construction contract to Bridges Construction for the City Hall Remodel Project.
Attachments:

1. Contract Amendment No. 1
2. Contract Change Order No. 2
CONTRACT AMENDMENT NO. 1

CITY HALL REMODEL PROJECT
BID NO. 19-03

The use of Federal Community Development Block Grant funds for the project has required the City of Lakeport to issue this amendment to ensure all Federal Regulations are addressed and implemented as part of the project. Attached hereto referenced as Exhibit A the Department of Housing & Community Development - CDBG Program Labor Compliance Manual & Contract Language is, by this reference and signed amendment, made part of the contract and all subsequent contracts associated with this contract.

CONTRACTOR: __________________________  ________________
Contractor Name

__________________________  ________________
Contractor’s Signature / Title   Date

AGENCY:  __________________________  ________________
Mayor of the City of Lakeport  Date

ATTESTED:  __________________________  ________________
City Clerk of the City of Lakeport  Date
Exhibit A

Department of Housing & Community Development – CDBG Program Labor Compliance Manual & Contract Language
CITY OF LAKEPORT

CITY HALL ADA REHABILITATION PROJECT

Labor Compliance Contact

ADAMS ASHBY GROUP
770 L Street, Suite 950
Sacramento, CA 95814
(916) 449-3944 p
(916) 449-3934444 f
pashby@adamsashbygroup.com
ladams@adamsashbygroup.com
inspector@adamsashbygroup.com

JULY 2019
CONTRACT ACKNOWLEDGEMENT

The provisions included in this section are by this reference attached to the bid document, contract and all sub-contracts associated to this contract. The signature provided below acknowledges the references as stated, states understanding, and ensures compliance. Copy of this page and all required forms must be provided to compliance officer prior to construction commencing (Required for both General and Subcontractors).

<table>
<thead>
<tr>
<th>Attached</th>
<th>Form</th>
<th>Who</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Acknowledgement</td>
<td>All contracts</td>
<td>2 (this page)</td>
</tr>
<tr>
<td></td>
<td>Non-Debarment Certification</td>
<td>Contracts $100,000 or more</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>Certification of Understanding and Authorization</td>
<td>All contracts</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>Contractor’s/Subcontractors Labor Standards and Prevailing Wage Requirements</td>
<td>All Contracts</td>
<td>29-30</td>
</tr>
<tr>
<td></td>
<td>Race and Ethnic Data Reporting From</td>
<td>All Contracts</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td>Section 3 Assurances</td>
<td>Contracts $100,000 or more</td>
<td>33-37</td>
</tr>
<tr>
<td></td>
<td>Wage Determination Chart</td>
<td>All Contracts</td>
<td>38 (draft)</td>
</tr>
<tr>
<td></td>
<td>Copies of all contracts with subs employed on this job</td>
<td>All</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Proof of SAM.GOV Registration Active Account</td>
<td>General Only</td>
<td>-</td>
</tr>
</tbody>
</table>

At the time of progress payment by the General Contractor to the Agency, the following documents shall be submitted by the General and all subcontractors to Adams Ashby Group for all work performed:

- PW26 or similar Fringe Benefit Statement form
- DAS 140 Form for each required craft employed on the project
- DAS142 Request to train apprentices
- BAT Certification for all apprentices on project
- CAC Payments will be reviewed and may need to be submitted as requested
- List of Employees and Hire Dates for General and all Sub-contractors

By signature below you acknowledge you have read and understand the provisions included in this document, will ensure the provisions are included in all contracts and subcontracts connected to the project, and shall comply as outlined.

Signature: ___________________________ Date: ___________________________

DUNS: ___________________________ EIN: ___________________________

Address: ___________________________ Phone: ___________________________

__________________________________ Email: ___________________________

DIR NO: ___________________________ CSLB NO: ___________________________
1. No money under this contract shall be disbursed by the Contractor to any Subcontractor or agency except pursuant to written contract which incorporates the conditions listed herein to the extent they are applicable.

2. **Certification, Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions** This section is applicable to all contracts and subcontracts over $100,000. No contract shall be made to parties on the List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.’s 12549 and 12689, “Debarment and Suspension.” (Required by the regulations implementing Executive Order 12549 and Executive Order 12689), Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants’ Responsibilities. The regulations were published as Part VII of May 26, 1988 Federal Register (p. 19160 – 19211). Complete the form included under Attachment A

3. **Conflict of interest** Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

4. **Access of Records and Retention of Records**
   This section is applicable to all Contracts and Subcontracts.

   (A) **Access to records.** The City/County, sub grantee, Federal grantor agency, The State of California, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, Office of the Inspector General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor or Subcontractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, Contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract. Such access shall be granted at any time during normal business hours and as often as deemed necessary.

   (B) **Documentation of costs.** All cost shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, purchase orders, or other accounting documents. All documents pertaining in whole or part of this contract shall be clearly identified and readily available.

   (C) **Record Retention.** All required records must be maintained by the contractor for a period of five years after the grantee makes final payments and to all other pending matters are closed.
5. **Equal Opportunity Provisions**

*This section is applicable to all Contracts and Subcontracts.*


Affirmative steps must be taken by all contractors to assure small, minority and women owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitations lists;
2. Assure that such firms are solicited whenever they are potential sources;
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through sub-contracting;
4. Where possible, establish delivery schedules which will encourage such participation; and
5. Keep records of all efforts and results.

(B) **The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:**

1. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(C) Civil Rights, HCD, and Age Discrimination Act Assurances

This section is applicable to all Contracts and Subcontracts

During the performance of this Contract 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 (42USC 2000d ), Title I of the Housing and Community Development Act of 1974, as amended (42USC 6101-07), and the Age Discrimination Act of 1975, as amended (42USC 6101-07) which prohibits discrimination on the basis of age and all implanting regulations.

(D) State Nondiscrimination Clause

This section is applicable to all Contracts and Subcontracts.

1. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing
Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts to perform work under the Contract.

(E) Equal Employment Opportunity Clause
This section is applicable to all Contracts and Subcontracts of $10,000 or more
Section 202 Equal Employment Opportunity Clause (Executive Order 11246 dated 9/24/65, as amended by Executive Order 1135 dated 10/13/67 and Executive Order 120869 dated 10/5/78, and as supplemented in Department of Labor Regulations (41CFR, Part 60 1.34(b))

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for
purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

9. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

10. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to
Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(E) Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity: Executive Order 11246:

This section is applicable to all Contracts and Subcontracts of $10,000 or more; Submit Attachment D.

1. The Offeror’s or Bidder’s attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered areas are as follows:

<table>
<thead>
<tr>
<th>TIMETABLES</th>
<th>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</th>
<th>GOALS FOR WOMEN PARTICIPATION IN EACH TRADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 1981 Until further notice</td>
<td>23.2%</td>
<td>6.8%</td>
</tr>
</tbody>
</table>

These goals are applicable to all the Contractor’s construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally-involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and women employment and training must be substantially uniform through the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or women employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10
working days of award of any construction contract or subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the contractor or subcontractor; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is Merced County, CA.

5. **OFCCP Contact information:**
   - U.S. Department of Labor for OFCCP
   - 90 7th Street
   - Suite # 18-300
   - San Francisco, CA 94103
   - (415) 625-7800
   - (415) 625-7799 (Fax)
   - (877) 889-5627 (TTY-National Office)


*This section is applicable to all Contracts and Subcontracts of $10,000 or more; submit*

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
   d. "Minority" includes:
      1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
      2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
      3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
      4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.b. above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all
management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.

l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing...
regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(G) **Section 3 Compliance in the Provision of Training, Employment and Business Opportunities Section 2 Housing and Urban Development Act of 1968** (12 U.S.C. 1701 u) See Attachment E

*This section is applicable to all Contracts and Subcontracts of $100,000 or more*

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. Section 3 clause requires that every applicant, recipient, contracting party, Contractor, and Subcontractor shall incorporate, or cause to be incorporated, in all Contracts for work in connection with a Section 3 covered Project, the following clause (referred to as a Section 3 clause):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
3. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.

4. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

5. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

6. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

7. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

**Section 3 Numerical Goals/Targets:**

a) The Target for New Hires & Training Opportunities is 30% of the aggregate # of new hires;

b) Targets for Contracts with Section 3 Business Concerns is, Construction 10% of the total dollar amount. All Other contracts, 3% of the total dollar amount of all other Section 3 covered contracts.

**Obtaining a list of Section 3 Contractors:**

Caltrans Civil Rights Program  
Business Enterprise Program  
(916) 324-1700 or toll free at 1-866-810-6346  
Civil Rights Website: [http://www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep)  
Contact your local Small Business Administration (SBA) Office  
Contact your local public housing authority
Each reported Section 3 Business or Employee will be required to submit a Self-Certification form upon contract execution and prior to any payment being made to the contractor.

6. **Clean Air Act, Federal Water Pollution Control Act, E.O. 11738 and EPA Regulatory Compliance Provisions**

   *This section is applicable to all Contracts and Subcontracts of $100,000 or more.*

   1. The undersigned agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et. seq. Violations shall be reported to the Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

   2. The undersigned shall include the language of this certification in all contracts and subcontracts in excess of $100,000.

7. **Certification of Understanding and Authorization**

   *This section is applicable to all Contracts and Subcontracts Complete and return Attachment B hereto attached and incorporated into this contract and sub-contracts.*

8. **Anti-Lobbying Certification**

   *This section is applicable to all Contracts and Subcontracts*

   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 Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

   Contractor certifies, to the best of his or her knowledge or belief, that:

   A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

   C. The language of this certification shall be included in all award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and Contracts under grants,
loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

9. Child Support Compliance Act

This section is applicable to all Contracts and Subcontracts of $100,000 or more. Contractor acknowledges and agrees to the following:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of his/her knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10. Workers’ Compensation, Unemployment, Disability and Liability Insurance

This section is applicable to all Contracts and Subcontracts

The Contractor shall have and maintain in full force and effect during the term of this agreement such forms of insurance, at such levels, as may be determined by the City/County and the State to be necessary for specific components of the grant activity, including, but not limited to, worker’s compensation insurance, unemployment insurance, disability insurance and liability insurance.

11. Reporting

This section is applicable to all Contracts and Subcontracts

Contractor and sub-contractors shall provide regular reports to compliance officer as required. Reports to be submitted to granting agency shall be provided to compliance officer in a reasonable time to allow for review and corrections prior to submittal to the granting agency. All payroll submittals will be provided weekly and will be reviewed by the contractor prior to submittal. All errors identified shall be corrected prior to submittal to compliance officer. Originals will be submitted with no white-out. Section 3 reports will be submitted monthly by the 10th day of each month for the previous month. Labor Compliance Log reports will be issued monthly and response will be required within 7 days of report issuance.

12. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

This section is applicable to all Contracts and Subcontracts

City/County is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. City/County is the owner of any invention or discovery that is produced during the time of this contract and related to the project. At
any time during the term of this Agreement, at the request of City/County, Contractor and/or sub-contractor shall deliver to City/County all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files or combinations thereof.

13. **Awarding agency requirements and regulations pertaining to copyrights and rights in data. This section is applicable to all Contracts and Subcontracts**

(a) **Definitions.** As used in this clause—

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights” means the rights of the City/County to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) **Allocation of Rights.**

(1) The City/County shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause. (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) **Copyright—**

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of City/County sponsorship (including contract number) to the data when delivered to the City/County, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the City/County, and others acting on its behalf, a paid-up,
nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County.

(ii) If the City/County desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the City/County, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the City/County and its officers, agents, and employees acting for the City/County against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor’s consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the City/County and incorporated in data to which this clause applies.

This section is applicable to all Contracts and Subcontracts

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 an behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); 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 Part 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 pay-roll 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 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall W 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, 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.

(iii) 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.
(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or sub-contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 I (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 I (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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the
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:

1. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;
2. 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 29 CFR Part 3;
3. 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.

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 A.3.(ii)(b) of this section.

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.

The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Further- more, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.1 2.

4. (i) Apprentices and Trainees. Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 workforce 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) **Trainees.** 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 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.

(iii) **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.

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 will insert in any sub-contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **(i) Certification of Eligibility.** 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** 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 eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 sub-paragraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in
excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

15. **STATE LABOR STANDARDS PROVISIONS**

*This section is applicable to all Contracts and Subcontracts*

**State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate.** All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, $25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1 1/2 times the basic rate of pay.
SB854 Update to program as off April 1, 2015
Effective as of January 1, 2015, all primary contractors and subcontractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or subcontractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5). As per Labor Code 1720 § (a)(1), the definition of a public works project is any type of Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or part out of public funds.

Link for registration and additional information is provided below: http://www.dir.ca.gov/Public-Works/Contractors.html

16. Contractor’s/Sub-Contractor’s Concerning Labor Standards and Prevailing Wage Requirements This section is applicable to all Contracts and Subcontracts
Complete a wage comparison chart using both State and Federal wage rates and return within 10 days of award for approval. It is the responsibility of the contractor to compare both Federal and State wages to determine and pay the higher of the two. NO HELPER CLASSIFICATIONS ARE ALLOWED ON THIS PROJECT.

Important notes:
1. Must pay highest wage when comparing State and Federal wages. Total wages including benefits is used to determine highest wage.
2. SB854 is in full effect for this bid. Ensure you are registered prior to submitting bid. Registration is required for your bid to be accepted.
3. Section 3/MBE/WBE Compliance applies to this contract and each subcontractor being used on the project. Compliance requires good faith outreach to occur during the bid process for businesses meeting the Minority or Women owned business who will be providing service or supplies for the project. If you are hiring to meet the obligations of this project, you must ensure Section 3 practices for recruitment are implemented. Upon review of bids or at bid submittal, you may be requested to submit your Section 3/MBE/WBE outreach efforts to ensure compliance.

The important notes are provided above, are provided as a courtesy and are not intended to summarize all of the compliance items required in this document. These are provided based on the errors found in projects and the bid process. Additionally, we have provided significant changes may have occurred in order to ensure awareness and limit disqualification of bids.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants’ responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING THIS CERTIFICATION, READ INSTRUCTIONS BELOW)

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

2. 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.

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


5. 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.

6. The prospective lower 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”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the non-procurement List.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 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 OF UNDERSTANDING AND AUTHORIZATION

PROJECT NAME: City of Lakeport–City Hall ADA Rehabilitation Project

Contractor Name: 
Contractor Address: 
License No: 

All contractors and subcontractors shall forward this certification to the Local Contracting Agency prior to beginning work on the job site.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference, the State and Federal labor standards clauses pertaining to the subject project and the U.S. Dept. of Labor and State Dept. of Industrial Relations' wage determinations and select the following for the presented project(s):

(List Craft and Classifications here – use separate sheet if necessary)

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer Name: Signature

Authority provided by Owner:

Name: Signature Date
CONTRACTOR’S/SUBCONTRACTOR’S
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: CITY OF LAKEPORT  

DATE: 

PROJECT NUMBER (IF ANY): 
PROGRAM INCOME 

CONTRACTOR LIC. NO.  
PROJECT NAME: CITY HALL ADA REHABILITATION PROJECT 

1. The undersigned, having executed a contract with: _______________________________ For the construction of the above identified project, acknowledges that:

A. The labor standards provisions are included in the aforesaid contract;

B. Correction of any infractions of the aforesaid conditions, including infractions by any of his/her subcontractors and any lower tier subcontracts, is his/her responsibility.

C. He/she is aware of the provisions of Section 1774 of the California Labor Code which requires that the State prevailing wage be paid to workmen employed in connection with the contract. He/she is also aware that if Federal funds are used to finance any part of the construction of the above-identified project, that the Davis-Bacon Act also applies. He/she understands that the requirements for payment of prevailing wages apply to the work he/she will perform for this project and agree to comply with such requirements. He/she further realizes that the state and Federal Labor Standards, as well as the CRA Policy on Payment of Prevailing wages, provide for various penalties for violation of prevailing wage laws including penalties of $25.00 each calendar day or portion thereof each worker affected.

2. He/she certifies that:

A. Neither he/she nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, part 5 (29 CFR, Part 5 or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-2 (a)).

B. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such contractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He/she agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He/she certifies that:
   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is:
   (1) A single proprietorship
   (2) A partnership
   (3) A corporation in the State of:
   (4) Other organization (Described)

   (c) The name, title, and address of the owner, partners or officers of the undersigned are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   (d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Nature of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   (e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Trade Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date:

__________________________________________________
(Contractor)
By: ______________________________________________
CONTRACTOR’S/SUBCONTRACTOR’S
RACE AND ETHNIC DATA REPORTING FORM

Provide a copy of this form for the primary owner of the company. Instruction provided below.

<table>
<thead>
<tr>
<th>Ethnic Categories*</th>
<th>Select One</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hispanic or Latino</td>
<td></td>
</tr>
<tr>
<td>Not-Hispanic or Latino</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Racial Categories*</th>
<th>Select All that Apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Indian or Alaska Native</td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
</tr>
<tr>
<td>Black or African American</td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td></td>
</tr>
<tr>
<td>White</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Name: ________________________________  Signature: ________________________________  Date: __________

INSTRUCTIONS:

A. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.”
2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

**B.** The five racial categories to choose from are defined below: You should check as many as apply to you.

1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam

3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”

4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
SECTION 3 ASSURANCES

[FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD]

1. I/We, the undersigned________________(representative), as official representative of________________________(contractor) agree to comply with Section 3 requirements for the________________________(project). It is understood that failure to comply may result in the following sanctions: cancellation, termination, or suspension in whole or in part of this contract. A copy of this executed form and the charts for hires and contractors will be provided to the city/county along with any back up documentation requested prior to execution of contract.

2. Complete for Staffing
   a. How many new full time (permanent, temporary, seasonal) positions will be needed on this project? __________
   b. How many new employment training positions will be created? __________
   c. If New Hires and Employment Training will take place, how many positions are projected to be filled by local low income area residents?__________(see goal below).
      If new hires or employment training are anticipated then contractor must provide copies of outreach efforts, any preferences given, and any actual Section 3 hires completed. If there were no Section 3 residents hired or the goals were not met, then an explanation of why this happened will be provided.
   d. If new hires or training were made available, did contractor reach 30% Section 3 goal/target? __________

SEE ATTACHED CHART WITH LIST OF ALL NEW HIRES/TRAINIEES FOR THIS PROJECT

3. Complete for construction subcontractors and non construction contracts
   a. How many construction subcontractors will be utilized for this project? __________
   b. Of these subcontractors, how many are Section 3 subcontractors? __________
      Was the Section 3 Goal/target of 10% of project dollar amount reached?__________
   c. How many non-construction contracts will be utilized? __________
   d. Of these, how many are Section 3 businesses? __________
      Was the Section 3 Goal/target of 3% of project dollar amount reached?__________

SEE ATTACHED CHART WITH LIST OF ALL CONTRACTORS HIRED FOR THIS PROJECT

Authorized Signature______________________________ Date: __________
SECTION 3 AFFIRMATIVE ACTION PLAN
[FORM MUST BE COMPLETED AND SUBMITTED ONLY IF NEW HIRES OR TRAINING POSITIONS ARE ANTICIPATED]

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

(Contractor Name)

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

1. Training and employment opportunities will be given to lower income residents of the project; and

2. Contracts in connection with the project will be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

(Contractor) will initiate the following actions to insure utilization of lower income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers.

1. The Contractor will establish and maintain a directory of service organization, job referral agencies and manpower training programs operating within, or servicing, project area residents.

2. The Contractor will submit prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.

3. The Contractor will provide, prior to the signing of a contract, a statement of work force needs, including trainee positions.

4. The Contractor will notify community-based organizations of available employment opportunities, and shall maintain records of response from such organizations.

5. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs with which he is familiar.

6. The Contractor will maintain a file of the names and addresses of each low-income resident workers referred to him and that action was taken with respect to each such referred worker and , if the worker was not employed, the reasons therefore (attached).

7. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects (attached).
8. For each subcontract, the Prime Contractor will submit, prior to contract award, the Section 3 Affirmative Action Plans of its subcontractors.

9. The Contractor will not attempt to circumvent Section 3 provisions.

10. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower income project area residents; it will, as a minimum, provide evidence of the following:

   a. Attempts to recruit from the project area through local advertising media, community organizations, public and private agencies operating within or serving the project area, such as the State Employment Department, and the Private Industry Council.

   b. Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and that he has employed such persons if otherwise qualified and if an opening exists.

11. The Contractor will, to the greatest extent feasible, attempt to incorporate project area businesses as subcontractors and suppliers.

12. The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

___________________________________________(Contractor) fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be proper basis for any and all of the following actions: cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any Federal program with respect to which the failure or future occurred until satisfactory assurances of future compliance have been received.

Authorized Signature____________________________________________Date: __________
## SECTION 3 PROJECT WORK FORCE BREAKDOWN

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Total Positions Needed for Project</th>
<th>No. Positions Occupied by Permanent Employees</th>
<th>Number of Positions not Occupied</th>
<th>Number of Positions filled with Section 3 residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Cleric.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRADE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRADE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section 3 Resident:**
Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located. See attached income schedule.

**Company**

**Project**

**Project Number**

**NOTE:** This document must be submitted with bid documents.

Person Completing Form: ____________________________

Authorized Signature: ____________________________ Date: ________________
### SECTION 3 BUSINESS UTILIZATION REPORT

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Sec3*</th>
<th>Address/Telephone</th>
<th>Trade/Service or Supply</th>
<th>Contract Amount</th>
<th>Award Date</th>
<th>Competitive or Negotiated Bid</th>
<th>Federal Identification No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Check if Section 3

Total Dollar Amount Awarded to Section 3 Businesses $______________

NOTE: This report must be completed and submitted by the Contractor (monthly) with each payment request.

Date ____________________________

Person Completing Form

Company

Project

Project Number

NOTE: This report must be completed and submitted by the Contractor (monthly) with each payment request.

Date ____________________________

Person Completing Form
Wage Table Example:

<table>
<thead>
<tr>
<th>Classification</th>
<th>State Rates</th>
<th>Federal Rates</th>
<th>State Decision</th>
<th>Federal Decision</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BASIC HOURLY RATE</td>
<td>Total Fringe Benefit</td>
<td>TOTAL HOURLY RATE</td>
<td>BASIC HOURLY RATE</td>
</tr>
<tr>
<td>Operator Group 4</td>
<td>$36.58</td>
<td>$29.43</td>
<td>$66.01</td>
<td>$35.46</td>
</tr>
<tr>
<td>Operator Group 3</td>
<td>$37.96</td>
<td>$29.43</td>
<td>$67.39</td>
<td>$36.84</td>
</tr>
<tr>
<td>Laborer Group 3</td>
<td>$27.54</td>
<td>$21.20</td>
<td>$48.74</td>
<td>$27.14</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
Attachment F

[Federal Wage Reporting Form WH-347 will be entered here] [2 pages]
Page 1 of 2
“General Decision Number: CA20190005 01/04/2019

Superseded General Decision Number: CA20180005

State: California

Construction Type: Building

Counties: Del Norte, Humboldt, Lake and Mendocino Counties in California.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/04/2019</td>
</tr>
</tbody>
</table>

SUCA1986-001 06/01/1986

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker</td>
<td>$21.60</td>
</tr>
<tr>
<td>Brick Tender</td>
<td>$18.54</td>
</tr>
<tr>
<td>Bricklayer, Stonemason</td>
<td>$22.45</td>
</tr>
<tr>
<td>Carpenters: Carpenter</td>
<td>$19.08</td>
</tr>
<tr>
<td>Hardwood floor layer;</td>
<td></td>
</tr>
<tr>
<td>Job Description</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Power saw operator; Saw filer; Shingler; Steel scaffold erector; Steel shoring</td>
<td>$19.23</td>
</tr>
<tr>
<td>Millwright</td>
<td>$19.73</td>
</tr>
<tr>
<td>Piledriverman - bridge building</td>
<td>$21.21</td>
</tr>
<tr>
<td>Piledriverman</td>
<td>$19.38</td>
</tr>
<tr>
<td>Cement Masons:</td>
<td></td>
</tr>
<tr>
<td>Cement mason</td>
<td>$17.91</td>
</tr>
<tr>
<td>Swing or slip form scaffold; Mastic, magnesite, gypsum, epoxy, polyester, resin &amp; all composition</td>
<td>$18.16</td>
</tr>
<tr>
<td>Diver</td>
<td></td>
</tr>
<tr>
<td>Diver tender</td>
<td>$20.38</td>
</tr>
<tr>
<td>Diver</td>
<td>$31.63</td>
</tr>
<tr>
<td>Drywall Installers/Lathers:</td>
<td></td>
</tr>
<tr>
<td>Drywall installer/lather</td>
<td>$19.08</td>
</tr>
<tr>
<td>Drywall stocker, scrapper &amp; clean-up</td>
<td>$9.54</td>
</tr>
<tr>
<td>Electricians:</td>
<td></td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>$18.80</td>
</tr>
<tr>
<td>Communications &amp; System electronic installer:</td>
<td></td>
</tr>
<tr>
<td>Communications &amp; systems technician (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; 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</td>
<td>$13.62</td>
</tr>
<tr>
<td>Electrician</td>
<td>$17.41</td>
</tr>
<tr>
<td>Elevator Mechanic</td>
<td>$31.06</td>
</tr>
</tbody>
</table>
Glazier........................$ 16.31         11%+4.40

Insulator/asbestos worker
   Includes the application
   of all insulating
   materials, protective
   coverings, coatings, and
   finishes to all types of
   mechanical systems............$ 21.60             5.61

Ironworkers:
   Fence erector...............$ 18.26             8.93
   Ornamental, Reinforcing, &
   Structural...................$ 19.15             8.93

Laborer: Gunite
   GROUP 1.......................$ 17.07             5.96
   GROUP 2.......................$ 16.48             5.96
   GROUP 3.......................$ 17.36             5.96

Laborer: Wrecking, buildings
and miscellaneous structures
   GROUP 1........................$ 16.61             5.96
   GROUP 2........................$ 16.46             5.96
   GROUP 3........................$ 16.36             5.96

Labors: (*See GROUP 1-b &
GROUP 1-g under the
descriptions of groups.)
   GROUP 1........................$ 16.61             5.96
   GROUP 1-a.....................$ 16.83             5.96
   GROUP 1-c.....................$ 16.66             5.96
   GROUP 1-d.....................$ 16.86             5.96
   GROUP 1-e.....................$ 17.16             5.96
   GROUP 1-f.....................$ 17.19             5.96
   GROUP 2........................$ 16.46             5.96
   GROUP 3........................$ 16.36             5.96
   GROUP 4........................$ 10.05             5.96

Landscape Laborer
   GARDENERS, HORTICULTURAL &
   LANDSCAPE LABORERS:
   Establishment warranty
   period.........................$ 10.05             5.96
   New construction..............$ 16.36             5.96

Line Construction
   DEL NORTE COUNTY: ZONE
   1:
   GROUP 1........................$ 20.63             3.5%+3.25
   GROUP 2........................$ 18.65             3.5%+3.25
   GROUP 3........................$ 15.35             3.5%+3.25
   GROUP 4........................$ 16.08             3.5%+3.25
   GROUP 5........................$ 14.07             3.5%+3.25
   GROUP 6........................$ 14.07             3.5%+3.25
   GROUP 7........................$ 13.23             3.5%+3.25

HUMBOLDT COUNTY:
   Cable splicer...................$ 18.80             4%+5.33
   Ground person..................$ 13.93             4%+5.33
   Heavy equipment operator....$ 15.67             4%+5.33
   Line technician..............$ 17.41             4%+5.33

LAKE AND MENDICINO COUNTIES:
   Cable splicer...................$ 25.14             3%+4.74
   Ground person..................$ 18.28             3%+4.74
   Heavy equipment operator....$ 18.22             3%+4.74
<table>
<thead>
<tr>
<th>Occupation</th>
<th>Rate</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line technician</td>
<td>$22.85</td>
<td>3%+4.74</td>
</tr>
</tbody>
</table>

**ZONE DIFFERENTIAL:**

Add to Zone 1 Base rate:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONE 2</td>
<td>$2.40</td>
</tr>
<tr>
<td>ZONE 3</td>
<td>$3.15</td>
</tr>
<tr>
<td>ZONE 4</td>
<td>$3.90</td>
</tr>
<tr>
<td>ZONE 5</td>
<td>$5.15</td>
</tr>
</tbody>
</table>

Marble and terrazzo setter.............$ 21.09  4.13
Marble Finisher
- Del Norte County...............$ 13.92  3.67
- Humboldt, Lake & Mendocino Counties...........$ 15.22  3.92

Painters:
- Del Norte and Humboldt Counties:
  - Brush; roller..................$ 12.51  2.43
  - Paperhanger; Sandblaster; Spray; Structural steel; Swing stage; Taper..$ 12.76  2.43

Lake and Mendocino Counties:
- Brush..........................$ 20.78  4.68
- Drywall Finisher;
- Paperhanger....................$ 21.78  4.68
- Sandblasting; Spray; Steam-cleaning........$ 21.28  4.68

Parking Lot Striping/Highway Marking:
- GROUP 1..........................$ 16.83  3.52
- GROUP 2..........................$ 15.99  3.52
- GROUP 3..........................$ 14.31  3.52
- GROUP 4..........................$ 16.83  3.52

Slurry seal work:
- Operator & Shuttle..............$ 12.88  3.52
- Sealer/mixer....................$ 14.54  3.52

Plasterer..........................$ 17.73  8.22

Plumber and Steamfitter
- Del Norte & Humboldt Counties...............$ 16.47  9.45
- Lake & Mendocino Counties...$ 29.84  12.53

Power equipment operators:
(AREA 2: $2.00 Premium of Area 1)

**AREA 1:**
- GROUP 1..........................$ 24.17  9.70
- GROUP 2..........................$ 23.04  9.70
- GROUP 3..........................$ 21.96  9.70
- GROUP 4..........................$ 20.93  9.70
- GROUP 5..........................$ 19.97  9.70
- GROUP 6..........................$ 18.99  9.70
- GROUP 7..........................$ 18.15  9.70
- GROUP 8..........................$ 17.31  9.70

Roofers:
- Del Norte
  - Enameler & Pitch..............$ 18.30  3.84
  - Roofer.......................$ 16.30  3.84
  - Humboldt County...............$ 12.00  2.00

Lake & Mendocino Counties
- Bitumastic; Coal tar
- Built-up; Enameler;
<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Percent Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipewrapper</td>
<td>$19.65</td>
<td>7.17</td>
</tr>
<tr>
<td>Mastic worker; Kettle tender (2 kettles without pumps)</td>
<td>$17.90</td>
<td>7.17</td>
</tr>
<tr>
<td>Roofer</td>
<td>$17.65</td>
<td>7.17</td>
</tr>
<tr>
<td>Sheet Metal Worker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Del Norte &amp; Humboldt Counties</td>
<td>$18.65</td>
<td>4.85</td>
</tr>
<tr>
<td>Lake &amp; Mendocino Counties</td>
<td>$27.17</td>
<td>7.17</td>
</tr>
<tr>
<td>Soft Floor Layer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Del Norte &amp; Humboldt</td>
<td>$14.19</td>
<td>8%+3.27</td>
</tr>
<tr>
<td>Lake &amp; Mendocino</td>
<td>$18.73</td>
<td>b</td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>$24.18</td>
<td>3.75</td>
</tr>
<tr>
<td>Terrazzo Finisher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Del Norte County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Machine Operator</td>
<td>$17.42</td>
<td>3.95</td>
</tr>
<tr>
<td>Terrazzo Finisher</td>
<td>$16.72</td>
<td>3.95</td>
</tr>
<tr>
<td>Humboldt, Lake, Mendocino</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Machine Operator</td>
<td>$17.69</td>
<td>4.18</td>
</tr>
<tr>
<td>Terrazzo Finisher</td>
<td>$16.99</td>
<td>4.18</td>
</tr>
<tr>
<td>Tile Finisher</td>
<td>$16.17</td>
<td>10%+3.36</td>
</tr>
<tr>
<td>Tile Setter</td>
<td>$23.35</td>
<td>4.48</td>
</tr>
<tr>
<td>Truck drivers:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$17.80</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$17.88</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$17.90</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$17.91</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$17.92</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$17.93</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 7</td>
<td>$17.95</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 8</td>
<td>$17.97</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 9</td>
<td>$17.98</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 10</td>
<td>$18.00</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 11</td>
<td>$18.01</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 12</td>
<td>$18.05</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 13</td>
<td>$18.06</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 14</td>
<td>$18.07</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 15</td>
<td>$18.10</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 16</td>
<td>$18.11</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 17</td>
<td>$18.12</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 18</td>
<td>$18.14</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 19</td>
<td>$18.15</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 20</td>
<td>$18.16</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 21</td>
<td>$18.21</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 22</td>
<td>$18.24</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 23</td>
<td>$18.25</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 24</td>
<td>$18.34</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 25</td>
<td>$18.35</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 26</td>
<td>$18.38</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 27</td>
<td>$18.40</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 28</td>
<td>$18.44</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 29</td>
<td>$18.45</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 30</td>
<td>$18.47</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 31</td>
<td>$18.48</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 32</td>
<td>$18.54</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 33</td>
<td>$18.69</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 34</td>
<td>$18.79</td>
<td>7.69</td>
</tr>
<tr>
<td>GROUP 35</td>
<td>$18.84</td>
<td>7.69</td>
</tr>
</tbody>
</table>
GROUP 36........................$ 18.99     7.69
GROUP 37........................$ 19.14     7.69

FOOTNOTES:
   a. Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.
   b. $7.47 for employees who have worked less than 5 years; $7.62 for employees who have worked 5 years or more.

POWER EQUIPMENT OPERATORS:

AREAS & ZONE DESCRIPTIONS:

DEL NORTE COUNTY:
   AREA 1: All of Del Norte County lying within Township 13N, Range 1E of the Humboldt Meridian.
   AREA 2: Remainder of county.

HUMBOLDT COUNTY: AREA 1: All of Humboldt County within the following lines: Beginning at the point of intersection of the Pacific Ocean with the northerly line of Township 12 North, Thence easterly to the northeast corner of Township 12N, Range 1E, Thence southerly to the northwest corner of Township 9N, Range 2E, Thence easterly to the northeast corner of Township 9N, Range 3E, Thence southerly to the northwest corner of Township 7N, Range 4E, Thence easterly to the northeast corner of Township 7N, Range 5E, Thence southerly to the northeast corner of Township 4S, Range 3E, Thence easterly to the northeast corner of Township 4S, Range 4E, Thence southerly to the intersection of the easterly line of Township 5S, Range 4E, with the southerly line of Humboldt County, Thence westerly along said county line to the westerly line of Township 5S, Range 3E, Thence northerly and leaving said county line to the southeast corner of Township 2S, Range 2E, Thence westerly to the southwest corner of Township 2S, Range 2E, Thence northerly to the southeast corner of Township 1N, Range 1E, Thence westerly along the southerly line of Township 1N to the intersection of the Pacific Ocean, Thence northerly along the Pacific Ocean to the point of beginning.
   AREA 2: Remainder of county.

LAKE COUNTY:
   AREA 1: Southern 2/3,
   AREA 2: Northern 1/3.

MENDOCINO COUNTY:
   AREA 1: Southeastern part.
   AREA 2: Remainder of County.

LINE CONSTRUCTION -
DEL NORTE COUNTY ZONES:

ZONE 1: 0-3 miles radius from the geographical center of Alturos and Yreka, California
ZONE 2: 3-20 miles radius
ZONE 3: 20-35 miles radius
ZONE 4: 35-50 miles radius
ZONE 5: over 50 miles radius
Base rate (Zone 1) is paid when working out of employer's permanent shop.

LABORER CLASSIFICATIONS

GROUP 1: Asphalt ironer and raker; Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Chainsaw, Faller, Logloader and Bucker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete saw; Concrete sander; Criber and/or shoring; Cut granite curb setter; Form raiser; Slip form; Green cutter, Headerboard, Hubsetter, Aligner; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactors; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials; Lagging, sheeting, whaling, bracing, trenchjacking, handguided lagging hammer; Magnesite, epoxyresin, fiberglass; Mastic worker (wet or dry); Perma Curbs; Precast-manhole setter; Cast-in-place manhole form setter; Pressure pipe tester; Pavement breaker and spader, including tool grinder; Pipelayer, caulkier, bander, pipewrapper, conduit layer, plastic pipelayer; Post hole digger, air, gas and electric; Power broom sweeper; Power tamper of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rockslinger, including placing of sacked concrete and/or sand (wet or dry); Rotary scarifier, multiple head concrete chipper; Davis Trencher, 300 or similar type (and all small trenchers); Roto and Ditch Witch; Roto-tiller; Sandblaster, pot, gun, nozzle operator; Signalling and rigging; Tank cleaner; Tree climber; Vibrascreek, bull float in connection with laborers' work; Vibrator; Dri-pak-it machine; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure and over); Hydro seeder and similar type; Certified asbestos laborer; Masonry and plasterer tender

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Diamond driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Multiple unit drill; 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 scaler (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaner receives an additional $4.00 per day, $5.00 per day on recently active large diameter sewers or sewer manholes
GROUP 1-c: Burning and welding in connection with laborers' work

GROUP 1-d: Repair track and road beds (cut and cover work of subway after the temporary cover has been placed)

GROUP 1-e: Laborer on general construction work on or in Bell Hole footings and shaft

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete - aligner

GROUP 1-g: Laborer working off or with or from bos'n chairs, swinging scaffolds, belts, shall receive $.25 per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to a laborer entitled to receive the wage rate set forth in Group 1-a.

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and digger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Chuck tender; High pressure nozzle operator, adductor; Grout-crew; 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; Singlefoot, 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: All clean-up work of debris, grounds and buildings including but not limited to street cleaners; Cleaning and washing windows; Construction laborer including bridge and general laborer; Dump; Load spotter; Fire watcher; Street cleaner; Gardener, Horticultural and landscape laborer; Jetting; Limber; Brush loader; Piler; Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Fence erector; Guardrail erector; Pavement marker (button setter)

GROUP 4: Brick cleaner (jobsite only); Lumber cleaner (jobsite only); (not applicable to "form stripping", cleaning and oiling and moving to the next point of erection)

GUNITE CLASSIFICATIONS

GROUP 1: Nozzle operator (including gun, pot); Ground

GROUP 2: Rebound

GROUP 3: General laborer
WRECKING WORK CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows, doors, plumbing and electric fixtures)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

---

LINE CONSTRUCTION CLASSIFICATIONS Del Norte County:

GROUP 1: Cable splicer, lead pole sprayer  GROUP 2: Line technician, pole sprayer, heavy line equipment Operator, certified line welder
GROUP 3: Tree trimmer
GROUP 4: Line equipment operator
GROUP 5: Head ground person, powder, jackhammer operator
GROUP 6: Head ground person (chipper)  GROUP 7: Ground person

Groups 3 and 6 receive base rate (Zone 1) only (no zone differential).

---

PARKING LOT STRIPING WORK AND/OR HIGHWAY MARKING

GROUP 1: STRIPER: Layout and application of painted traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings

GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers; other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: SURFACE ABRASIVE BLASTER: removal of traffic lines and markings, preparation of surface for coatings

GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: removes; relocates; installs permanently affixed roadside and parking delineation barricades; fencing, guard rail; cable anchor, retaining walls, reference signs, monument markers

---

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Power shovel, backhoe, gradall over 7 cu. yds.

GROUP 2: Highline cableway; Power blade operator (finish); Power shovel, backhoe, gradall (over 1 cu. yd. and up to and including 7 cu. yds. m.r.c.)
GROUP 3: Asphalt milling machine; Hydraulic excavator; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane-mounted continuous flight tie back machine; Crane-mounted drill attachment; Dozer, slope brd; Gradall; Loader, 4 cu. yds. and over; Multiple-engine scraper (when used as push pull); Power shovel, backhoe, gradall up to and including 1 cu. yd.); Pre-stress wire wrapping machine; Side boom Cat, 771 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; Automatic concrete slip form paver; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yds.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Huges, LDH, Watson 3000 or similar; Heavy-duty repair person; Lime spreader; Loader, under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finisher or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Mucking machine (rubber-tired, rail or track type); Portable crushing and screening plant; Power blade support; Raised bore operator (tunnels); Roller operator, asphalt; Rubber-tired earth-moving equipment (scraper); Slip form paver (concrete or asphalt); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader, up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Tunnel mole bore operator; Woods- mixer (and other similar Pugmill)

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 applicable to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finisher (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

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; ridge 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; Elevator operator; Helicopter radio
operator; Hydro-Hammer or similar; Line master; Locomotive; Luff hi-lift or similar; Truck crane oiler; Pavement breaker, truck-mounted, with compressor combination; Petro mat laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor-propelled and supported); Screed, except asphaltic concrete paving; Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Fire tender hot plant; Forklift (20' and over) or lumber stacker (construction jobsite); 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; Motor operator; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor-propelled and supported); Post driver; Roller (except asphalt); Self-propelled automatically-applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signal person; 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; Brake person; Combination mixer and compressor (gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; 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; Slusher; Surface heater; Switch person; Tar pot fire tender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Bulk cement spreader (with or without auger, under 4 yds. water level); Bus driver; Concrete pump machine; Concrete pump truck (when flat rack truck is used appropriate flat rack rate shall apply); Dump (under 4 yds. water level); Dumpcrete truck (under 4 yds. water level); Dumpster (under 4 yds. water level); Escort or pilot car driver; Nipper truck (when flat rack truck is used appropriate flat rack rate shall apply); Pick-up; Skid (debris box, under 4 yds. water level); Team driver; Truck (dry pre-batch concrete mix, under 4 yds. water level)

GROUP 2: Teamster oiler and/or greaser and/or service

GROUP 3: Bulk cement spreader (with or without auger, 4 yd.
and under 6 yds. water level); Dump (4 yds. and under 6 yds. water level); Dumpcrete (4 yds. and under 6 yds. water level); Dumpster (4 yds. and under 6 yds. water level); Skid (debris box, 4 yds. and under 6 yds. water level); Single unit flat rack (2-axle unit); Industrial lift truck (mechanical tailgate); Truck (dry pre-batch concrete mix, 4 yds. and under 6 yds. water level)

GROUP 4: Jetting truck and water truck (under 2,500 gallons)

GROUP 5: Road oil truck or boot

GROUP 6: Lift jitney, fork lift

GROUP 7: Transit mix, agitator (under 6 yds.)

GROUP 8: Fuel and/or grease truck driver or fuel worker

GROUP 9: Vacuum truck, under 3,500 gallons

GROUP 10: Scissor truck; Single unit flat rack (3-axle unit); Industrial lift truck (mechanical tailgate); Small rubber-tired tractor (when used within teamsters’ jurisdiction)

GROUP 11: Jetting truck and water truck, 2,500 gallons and under 4,000 gallons

GROUP 12: Combination winch truck with hoist; Transit mix or agitator (6 yds. and under 8 yds.)

GROUP 13: Vacuum truck, 3,500 gallons and under 5,500 gallons

GROUP 14: Rubber-tired muck car (not self-loaded)

GROUP 15: Bulk cement spreader (with or without auger, 6 yds. and under 8 yds. water level); Dump (6 yds. and under 8 yds. water level); Dumpcrete (6 yds. and under 8 yds. water level); Dumpster (6 yds. and under 8 yds. water level); Skid (debris box, 6 yds. and under 8 yds. water level); Truck (dry pre-batch concrete mix, 6 yds. and under 8 yds. water level)

GROUP 16: A-frame, winch truck; Buggymobile; Jetting and water truck (4,000 gallons and under 5,000 gallons); Rubber-tired truck jumbo

GROUP 17: Heavy-duty transport (high bed)

GROUP 18: Ross Hyster and similar straddle carrier

GROUP 19: Transit mix or agitator (8 yds. through 10 yds.)

GROUP 20: Vacuum truck (5,500 gallons and under 7,500 gallons)

GROUP 21: Jetting truck and water truck (5,000 gallons and
under 7,000 gallons)

GROUP 22: Combination boot person and road oiler

GROUP 23: Transit mix or agitator (over 10 yds. through 12 yds.)

GROUP 24: Bulk cement spreader (with or without auger, 8 yds. and including 12 yds. water level); Dump (8 yds. and including 12 yds. water level); Dumpcrete (8 yds. and including 12 yds. water level); Dumpster (8 yds. and including 12 yds. water level); Self-propelled street sweeper with self-contained refuse bin; Skid (debris box, 8 yds. and including 12 yds. water level); Snow Go and/or snow plow; Truck (dry pre-batch concrete mix, 8 yds. and including 12 yds. water level)

GROUP 25: Heavy-duty transport (gooseneck lowbed); Transit mix or agitator (over 12 yds. through 14 yds.)

GROUP 26: Ammonia nitrate distributor driver and mixer; Bulk cement spreader (with or without auger, over 12 yds. and including 18 yds. water level); Dump (over 12 yds. and including 18 yds. water level); Dumpcrete (over 12 yds. and including 18 yds. water level); Dumpster (over 12 yds. and including 18 yds. water level); Skid (debris box, over 12 yds. and including 18 yds. water level); Truck (dry pre-batch concrete mix, over 12 yds. and including 18 yds. water level)

GROUP 27: Double gooseneck (7 or more axles); Heavy-duty transport tiller

GROUP 28: P.B. or similar type self-loading truck

GROUP 29: Transit mix agitator (over 14 yds. through 16 yds.)

GROUP 30: Truck repair; Hydro-lift or Swedish crane type (including when Swedish crane is used for jetting); Hydro-lift extension or retracting crane (boom-type)

GROUP 31: Bulk cement spreader (with or without auger, over 18 yds. and including 24 yds. water level); Combination dump and dump trailer; Dump (over 18 yds. and including 24 yds. water level); Dumpcrete (over 18 yds. and including 24 yds. water level); Dumpster (over 18 yds. and including 24 yds. water level); Skid (debris box, over 18 yds. and including 24 yds. water level); Transit mix agitator (over 12 yds. through 16 yds.); Truck (dry pre-batch concrete mix, over 18 yds. and including 24 yds. water level)

GROUP 32: Bulk cement spreader (with or without auger, over 24 yds. and including 35 yds. water level); Dump (over 24 yds. and including 35 yds. water level); Dumpcrete (over 24 yds. and including 35 yds. water level); Dumpster (over 24 yds. and including 35 yds. water level); DW 10's, 20's, 21's and other similar Cat type, Terra Cobra,
LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Skid (debris box, over 24 yds. and including 35 yds. water level); Truck (dry pre-batch concrete mix, over 24 yds. and including 35 yds. water level)

GROUP 33: Bulk cement spreader (with or without auger, over 35 yds. and including 50 yds. water level); Dump (over 35 yds. and including 50 yds. water level); Dumpcrete (over 35 yds. and including 50 yds. water level); Dumpster (over 35 yds. and including 50 yds. water level); Skid (debris box, over 35 yds. and including 50 yds. water level); Truck (dry pre-batch concrete mix, over 35 yds. and including 50 yds. water level)

GROUP 34: DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling Aqua/Pak or water tank trailers

GROUP 35: Bulk cement spreader (with or without auger, over 50 yds. and under 65 yds. water level); Dump (over 50 yds. and under 65 yds. water level); Dumpcrete (over 50 yds. and under 65 yds. water level); Dumpster (over 50 yds. and under 65 yds. water level); Helicopter pilot (when transporting workers or materials); Skid (debris box, over 50 yds. and under 65 yds. water level); Truck (dry pre-batch concrete mix, over 50 yds. and under 65 yds. water level)

GROUP 36: Over 65 to 80 yds.

GROUP 37: Over 80 to 95 yds.

----------------------------------------------------------------

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

================================================================

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a
new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
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.

================================

END OF GENERAL DECISION
CONTRACT CHANGE ORDER
Change Order No. 2

Project:      City Hall Remodel Project Bid No. 19-03
Contractor:    Bridges Construction
Change Requested By: City of Lakeport

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract:

Item 1 –Description:  This contract change order allows for compensation for additional administrative time to be compliant with CDBG federal funding requirements that were not included in the bid package, therefore not included in the original contract cost. The agreed sum $3,900.00.

SUMMARY OF CHANGES

Contract Time (Working Days) | Original Contract Time | 60
                            | Previous Change Orders | 0
                            | This Change Order        | 0
                            | Revised Contract Time    | 60

Contract Cost:                                      Original Contract | $235,610.00  
                                                        Previous Change Orders | $(47,750.00)   
                                                        This Change Order | $3,900.00
                                                        Total Revised Contract Price | $191,760.00

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as otherwise be noted herein, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown herein.  

Note:  This Change Order is not effective until approved by the City Manager or City Council as applicable.

Accepted by Contractor:

Bridges Construction

By:________________________________
Date:  ____________________  Title:______________________________

If the Contractor does not sign acceptance of this Change Order, his attention is directed to the requirements of the specifications as to proceeding with ordered work and filing a written protest within the tie therein specified.

Recommended By:__________________________________________  Date:__________,

__________________________________________
Title

Approved By:  _____________________________    Date:______________,

City of Lakeport City Manager