



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**November 15, 2022**  
**REGULAR MEETING**  
**CLOSED SESSION 4:00 PM**  
**OPEN SESSION 4:30 PM**  
**AGENDA**

---

### PUBLIC ACCESS AND PARTICIPATION

To view the meeting, attend the meeting or provide comment, please see the options below. All comments emailed will be provided to the Council Members for their consideration.

#### To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Watch via Zoom  
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>  
Meeting ID: 968 7031 9529  
Passcode: 67684553
3. Listen via Telephone  
Telephone: 1-669-900-6833  
Meeting ID: 968 7031 9529  
Passcode: 67684553

#### To Provide Comment to the Council:

1. Email before the meeting by 2:00 PM your comments to [publiccomment@cityoforoville.org](mailto:publiccomment@cityoforoville.org)
2. Attend the meeting in person.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, **please submit the form prior to the conclusion of the staff presentation for that item.** Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b)).** Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

## CALL TO ORDER / ROLL CALL

Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

## **CLOSED SESSION**

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and the Personnel Officer related to the following positions: Police Chief and City Administrator

## **OPEN SESSION**

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Adoption of Agenda

## **PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS**

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

## **CONSENT CALENDAR**

Consent calendar **items 1 - 9** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

### **1. APPROVAL OF THE MINUTES**

The City Council may approve the minutes of November 1, 2022.

#### **RECOMMENDATION**

Approve the Minutes of November 1, 2022.

### **2. ADOPTION OF THE LAST YAH I INDIAN LANDMARK**

The Council will review and consider approval of the adoption of California Historical Landmark No. 809, "The Last Yah I Indian" by the Native Sons of the Golden West.

#### **RECOMMENDATION**

Approve the adoption of The Last Yah I Indian Landmark following the Adopt A Park guidelines

### **3. AUTHORIZE TO AWARD CONTRACT FOR TREE PRUNING SERVICES**

The Council may award a contract for tree pruning services within the City's public right of way to Tree of Life Services in an amount not to exceed \$1,450 per day or \$120,000.00 annually.

#### **RECOMMENDATION**

Authorize Staff to award the bid and sign a contract for tree pruning services within the City's public right of way with Tree of Life Services

**4. SR 162 ATP PROJECT - CONSULTANT AMENDMENT NO. 3 FOR DESIGN AND SUPPORT SERVICES**

The Council will consider a design contract amendment for the SR 162 ATP Project to complete additional survey, signal modifications, and right-of-way (ROW) impact cure (parking lot design) for businesses. This additional work is required by Caltrans for the City to receive encroachment permit and required to cure parking impacts to businesses due to the new sidewalk and ROW acquisition.

**RECOMMENDATION**

Staff recommends approving the Amendment No. 3 for Mark Thomas & Company, Inc.

**5. RAINFOREST ART PROJECT AGREEMENT FOR THE ART WALL ALONG TABLE MOUNTAIN BLVD.**

The Oroville City Council will consider a three-year agreement with the Rainforest Art Project for the Great Feather River Mosaic Murals Project along Table Mountain Boulevard.

**RECOMMENDATION**

Staff recommends approval of the project agreement and funding allocation.

**6. AMENDMENT NO. 1 TO THE AGREEMENT WITH WES ERVIN & ASSOCIATES, PLANNING SERVICES**

The Council will consider an amendment to the agreement with Wes Ervin & Associates, for contract Planning Services.

**RECOMMENDATION**

Adopt Agreement No. 3349-1 A Services Agreement Amendment to the professional Contract Planning Services by and between the City of Oroville and Wes Ervin & Associates.

**7. AGREEMENT WITH BRANDLEY ENGINEERING FOR CONSULTING SERVICES FOR THE OROVILLE MUNICIPAL AIRPORT**

The Council will consider an agreement with Brandley Engineering for consulting services in support of planning and construction work related to the Oroville Municipal Airport.

**RECOMMENDATION**

Adopt Resolution No. 9107 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRANDLEY ENGINEERING FOR CONSULTING SERVICES FOR THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 3322-3).

**8. APPROVAL OF INVOICE FROM ST. FRANCIS ELECTRIC FOR INSTALLATION OF ADA CURB RAMPS AT MYERS ST. AND MITCHELL AVE.**

The Council may consider authorizing payment of invoice from St. Francis Electric for the installation of (2) ADA curb ramps and associated concrete work following the installation of the replacement traffic signal light pole and concrete base at Myers St. and Mitchell Ave.

**RECOMMENDATION**

Authorize staff to process the invoice from St. Francis Electric for the installation of ADA curb ramps at Myers St. and Mitchell Ave. for the sum of \$12,700.00

**9. 2022 PLHA COMPETITIVE GRANT APPLICATION FOR LINCOLN STREET APARTMENTS PHASE I AND PHASE II**

The Council may approve the filing of an application to the Department of Housing and Community Development (HCD) for \$1,700,000 for the new multi-family development of Lincoln Street Family Apartments Phase I and \$2,500,000 for the proposed new multi-family development Lincoln Street Senior Apartments Phase II.

**RECOMMENDATION**

Approve the submittal of PLHA Competitive Program grant application for \$1,700,000 for Lincoln Street Family Apartments Phase I.

Approve the submittal of PLHA Competitive grant application for \$2,500,000 for Lincoln Street Senior Apartments Phase II.

Authorize staff to implement grant if awarded, and

**Adopt Resolution No. 9109** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET FAMILY APARTMENTS PHASE I IN THE AMOUNT OF \$1,700,000.

**Adopt Resolution No. 9110** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET SENIOR APARTMENTS PHASE I IN THE AMOUNT OF \$2,500,000.

## REGULAR BUSINESS

### **10. RECOLOGY OF BUTTE COLUSA COUNTY FRANCHISE AGREEMENT AMENDMENT AND SERVICE RATE INCREASE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES AND ORGANICS AS REQUIRED BY SB 1383**

The Council will receive information and consider approving an amendment to the current franchise agreement with Recology of Butte Colusa County to include the recent CalRecycle mandates for AB 341, AB 1826, and SB 1383 in addition to the service rate increase of 12% for the purchase of one new truck to (with driver) and containers with the expanded organics collection services required by SB 1383.

#### **RECOMMENDATION**

**Adopt Resolution No. 9108** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE FRANCHISE AGREEMENT WITH RECOLOGY BUTTE COLUSA COUNTIES EXTENDING THE TERM OF THE AGREEMENT TO THE YEAR 2037 AND A 12% RATE INCREASE TO TAKE EFFECT ON JANUARY 1, 2023 (Agreement 474-6)

### **11. REQUEST FOR COUNCIL DIRECTION TO PROCURE DRAWINGS FOR THE SANK PARK FENCE**

The Council may receive information of procurement of fence drawing for the Sank Park fence as requested by City Council.

#### **RECOMMENDATION**

Request for direction

## REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports

- i. Departmental Reports for Council Update October 2022
- ii. Police Department Monthly Report for October 2022

## ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on December 6, 2022 at 4:00 p.m.

*Accommodating Those Individuals with Special Needs* – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

*Recordings* - All meetings are recorded and broadcast live on cityoforoville.org and YouTube.



**November 01, 2022  
REGULAR MEETING  
MINUTES**

---

This agenda was posted on November 28, 2022. This meeting was recorded and may be viewed at [cityoforoville.org](http://cityoforoville.org) or on Youtube.

---

**CALL TO ORDER / ROLL CALL**

Mayor Reynolds Called the meeting to order at 4pm

PRESENT: Council Members: David Pittman, Eric Smith, Art Hatley, Janet Goodson, Mayor Chuck Reynolds

ABSENT: Council Member Krysi Riggs, Vice Mayor Scott Thomson

**CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: City Administrator
2. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Three Cases.

**OPEN SESSION**

1. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action was taken.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Council Member Smith and second by Council Member Goodson to adopt the agenda. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Reynolds

NOES: None

ABSTAIN: None

ABSENT: Riggs, Thomson

**PRESENTATIONS AND PROCLAMATIONS**

1. Mayor Reynolds presented a Homeless and Runaway Youth Awareness Month Proclamation

**PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS**

The following individuals spoke on non-agenda items:

- Don Blake
- Bill Speer
- Robert Fager
- Steve Christensen

## CONSENT CALENDAR

Motion by Council Member Smith and second by Council Member Goodson to approve the consent calendar items 1-4 and 6. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: Riggs, Thomson

### 1. APPROVAL OF THE MINUTES

The City Council approved the minutes of October 18, 2022

### 2. SECOND READING OF ZONING CHANGE ZC22-04: STANDARDS FOR DEVELOPMENT OF NON-CONFORMING LOTS IN SOUTH OROVILLE

The City Council **Adopted Ordinance no. 1870** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 22-04 TO AMEND SECTION 17.28.020 (“DEVELOPMENT STANDARDS FOR RESIDENTIAL DISTRICTS”) TO PROMOTE DEVELOPMENT OF EXISTING NON-CONFORMING R-1 ZONED LOTS IN SOUTH OROVILLE

### 3. SECOND READING OF ZONING CODE AMENDMENT ZC22-05: AMENDMENT OF OROVILLE MUNICIPAL CODE SECTION 17.48.100 (“SUBSTANDARD LOTS”)

The City Council **Adopted Ordinance No. 1869** -- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 22-05 TO AMEND SECTION 17.28.100 (“SUBSTANDARD LOTS”) TO ELIMINATE UNENFORCEABLE REQUIREMENTS

### 4. REPLACEMENT OF OROVILLE FIRE ENGINE 1 MOTOR

The Council approved the rebuild of motor for Engine 1 in amount not to exceed \$19,216.99

### 6. CONSIDER, APPROVE, AND AUTHORIZE A CITYWIDE COMPENSATION STUDY

The City Council approved and authorized moving forward with the proposal from Koff & Associates to conduct a citywide compensation study

### 5. REIMBURSEMENT TO BUTTE COUNTY FOR REPLACE OF SURVEILLANCE SYSTEM TAKEN AS EVIDENCE

The Council considered reimbursing Butte County for the replacement of the video surveillance system, that was seized as evidence

**Motion by Council Member Smith and second by Council Member Goodson to approve the reimbursement to Butte County in an amount not to exceed \$8,386.66. Motion passed.**

AYES: Hatley, Smith, Pittman, Goodson, Reynolds  
 NOES: None

ABSTAIN: None  
 ABSENT: Riggs, Thomson

## REGULAR BUSINESS

### 7. LOCAL AGENCY TECHNICAL ASSISTANCE GRANT AWARD

The Council approved the acceptance of \$500,000 in Local Agency Technical Assistance (LATA) grant funding applied for in August. The funding will be used to reimburse 100% of pre-construction planning costs associated with the deployment of broadband infrastructure. The City of Oroville will enter an MOU with the Golden State Connect Authority (GSCA) for management of the grant and project development.

**Motion by Council Member Smith and second by Council Member Goodson** to approve grant award of \$500,000 to prepare for broadband deployment in Oroville using GSCA and their contracted network design firm; and **Adopt Resolution 9106** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ACCEPTING THE PREVIOUSLY APPLIED FOR LOCAL AGENCY TECHNICAL ASSISTANCE GRANT FUNDING ADMINISTERED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND AUTHORIZING THE GOLDEN STATE CONNECT AUTHORITY TO MANAGE THE GRANT AND PROJECT DEVELOPMENT. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: Riggs, Thomson

### 8. REVIEW AND ADOPTION OF THE 2022 CODE ENFORCEMENT DEPARTMENT PROCEDURE MANUAL

The Council considered the review and adoption of the 2022 Code Enforcement Department Procedure Manual.

**Motion by Mayor Reynolds and second by Council Member Goodson** to adopt the 2022 Code Enforcement Department Procedure Manual with an amendment to add an annual report. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: Riggs, Thomson

## REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
  - a. Pittman – Spoke about Jeff and Cindi Comer and provided an update from the Oroville Dam Citizens Advisory Committee.
  - b. Smith – Oroville Recreation Advisory Committee meeting this Friday at the Southside Community Center, Veterans Parade on November 11<sup>th</sup>, Parade of Lights applications available.
2. Future Agenda Items – Contracting with Private Security – Pittman, Goodson
3. Administration Reports



- a. Bergstrand – Mentioned that the city was awarded \$2.7 Million for Mission Esperanza Project; attended a bus tour with the Housing Authority to see all of the affordable housing projects happening in the county.
- b. Nevers – Spoke about the Museums Trick-or-Treat with over 800 visitors
- c. LaGrone – Mentioned that the Police Department is sending 3 cadets to the academy, one graduating now, and another one that is a MLE and will be coming on as an Officer.
- d. Belser – Mentioned that 3 Staff attended a conference.

4. Correspondence

- i. FERC Correspondence
- ii. Letter from Comer's Print Shop
- iii. CPUC Notice regarding PG&E

**ADJOURN THE MEETING**

Mayor Reynolds adjourned the meeting at 5:26pm.

APPROVED:

ATTESTED:

\_\_\_\_\_  
Mayor Chuck Reynolds

\_\_\_\_\_  
Assistant City Clerk Jackie Glover



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL**

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**

**RE: ADOPTION OF THE LAST YAHY INDIAN LANDMARK**

**DATE: NOVEMBER 15, 2022**

### **SUMMARY**

The Council will review and consider approval of the adoption of California Historical Landmark No. 809, "The Last Yahy Indian" by the Native Sons of the Golden West.

### **DISCUSSION**

Representative from the Native Sons of the Golden West, Parlor No. 8 submitted the request to adopt California Historical Landmark No. 809, "The Last Yahy Indian." Staff suggested they use the Adopt A Park Program, following the guidelines in the packet will provide the greatest benefit to both the City of Oroville and the members of the community.

The Adopt-A-Park Program was approved by the Park Commission 2/11/20 and by City Council 4/7/20. The packet (Attachment A) was designed for service clubs and/or organized groups to select a park of their choosing to adopt for one day events with the option to plan regular future projects/events. The program packet consists of a Park Agreement, a Clean Up Planning Page, Liability Waiver sign-in sheet, Post Clean Up Report, and a page to the service club/organized group to request future projects, recommendations for park improvements, and any other related comments.

The Adopt A Park program packets are available at City Hall and on the City of Oroville website.

### **FISCAL IMPACT**

No fiscal impact

### **RECOMMENDATION**

Approve the adoption of The Last Yahy Indian Landmark following the Adopt A Park guidelines

### **ATTACHMENTS**

Adopt A Park Agreement



# City of Oroville Adopt a Park Agreement

Expectations	
<b>Park Clean up</b>	Monthly clean up days April-Nov. + City wide park clean up weekend on arbor day weekend, and the fall clean up along side FRRPD Clean up day date TBD.
<b>Accountability</b>	Provide Pre Clean Up work plans to parks commission liaison 2 weeks in advance Provide a post Clean up report to parks commission liaison within 1 week of clean up day. * Your park is subject to random inspection by staff to ensure proper care and maintenance.
<b>Volunteers will</b>	Sign in with the Adopt a Park Waiver Adopt a Park Leader will complete an online safety training or review the safety book
<b>Recognition of your group</b>	To honor the dedication of your group the city will recognize your support on its social media and will provide a recognition plaque in the park for your group.
<b>Patrol &amp; Use by your group</b>	Host an annual park event in your park Preform semi regular park check in's to ensure maintenance and care

## Desired Park to Adopt (circle one)

Bedrock Park                      Hewitt Park                      Hammon Park  
 Rotary Park                        Centennial Plaza              The Last Yahi Indian Landmark

Community Group Native Sons of the Golden West

Park Leader Name Argonaut Parlor No 8  
Kent Fowler

Contact Number (530) 693-1267

Contact Email kentnsgw8@gmail.com

By Signing below I agree to lead my community group in the expectations of the Adopt a Park program and will work with the assigned parks commission liaison to complete the duties outline above.

X Kent Fowler Date Sept 22-22

Parks Commission Liaison \_\_\_\_\_

# Clean Up Planning Page

**Park:** California Historical Landmark No. 809, “The Last Yahi Indian” also known as the **Ishi monument**.

**Date/Time:** TBD after approval from City of Oroville Park Commission

**Number of Anticipated Attendees:** The Native Sons of the Golden West (NSGW) Argonaut No. 8 together with Oroville Botanic Garden and Education Center (OBGEC) are planning to clean-up and relandscape around the Ishi monument. Depending on the scope of work, it will require between 5 and 20 volunteers to complete the following.

**Task List:**

1. Remove non-native eucalyptus and other evasive trees and plants (a professionally licensed tree company will volunteer to remove trees).
2. Install new drip irrigation system.
3. Design and plant appropriate xeriscape plants such as California Natives and indigenous culturally appropriate plants associated with Ishi.
4. Regular monitoring and maintenance of landscape as needed.
5. Upon approval of the “Ishi monument” Adopt A Park request, the City’s Liability Waiver and Sign-in will be provide prior to any work and/or clean-up started.

**Park Leader: Kent Fowler    Contact Number: (530) 693-1267**

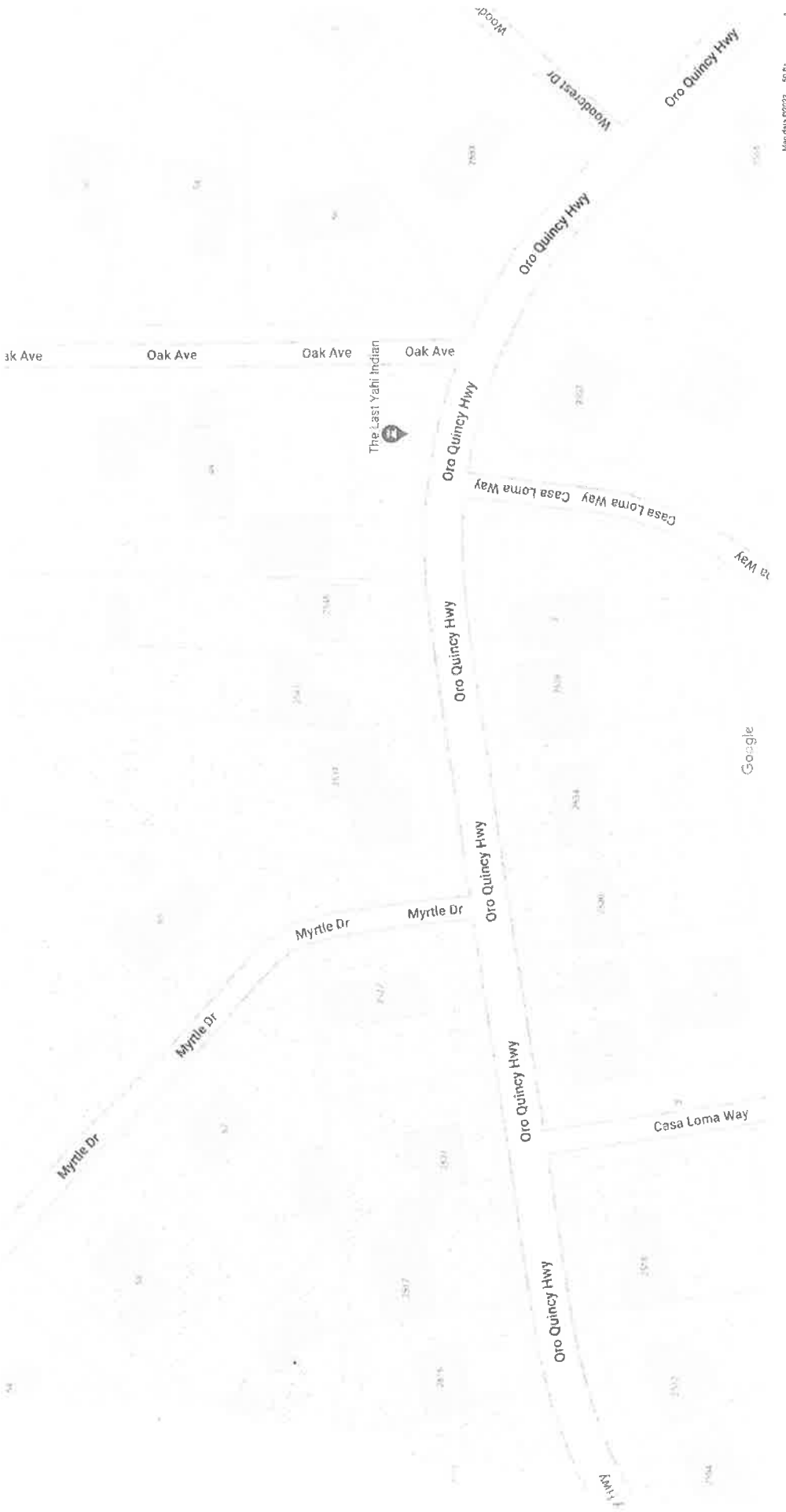
---

Parks Commission Liaison, please review the list and provide your approval then submit to Wade for final approval and staff assignment and return final approval to park leader:

Parks Commission Liaison Approval: \_\_\_\_\_

City Support Staff for the Event: \_\_\_\_\_

Contact Number: \_\_\_\_\_





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**

**RE: AUTHORIZE TO AWARD CONTRACT FOR TREE PRUNING SERVICES**

**DATE: NOVEMBER 15, 2022**

### SUMMARY

The Council may award a contract for tree pruning services within the City’s public right of way to Tree of Life Services in an amount not to exceed \$1,450 per day or \$120,000.00 annually.

### DISCUSSION

The City of Oroville has been contracting with qualified tree trimmers for a few years now. The RFP and tree pruning services provide relief to the Parks and Trees Department while eliminating many safety issues within the Cities tree inventory. The City Arborist reviewed all work performed and has been satisfied with the work completed to date.

Under City Council direction from the September 20, 2022 Council meeting staff published a Request for Proposal on September 22, 2022 with a Mandatory Walk Through on October 6, 2022 at 9:00AM at City Hall. Three (3) bids were received by the closing date of October 20, 2022. The bids ranged from \$2,198 to \$1,450 per day. See attached bid opening sheet for a list of all bids.

The low bidder was Tree of Life Services at \$1,450 per day.

### FISCAL IMPACT

The funds in the amount of \$120,000 from the District Tax Fund 102 per Council direction.

### RECOMMENDATION

Authorize Staff to award the bid and sign a contract for tree pruning services within the City’s public right of way with Tree of Life Services

### ATTACHMENTS

1. Bid Summary / Opening date
2. Submitted Bid Form
3. Agreement

**CITY OF OROVILLE  
BID SUMMARY**

**PROJECT: Tree Pruning Services**

**OPENING DATE: 10/20/2022**

**TIME: 2:00 p.m.**

City Hall, Front Lobby (opening & announcement in City Lobby)  
1735 Montgomery Street  
Oroville, CA 95965

**ATTENDANCE FOR BID OPENING:** Dawn Nevers and Jackie Glover

<b>Bidder Name/Address and Phone</b>	<b>Base Bid Amount</b>	<b>Additive Alternatives</b>	<b>Total Base Bid + Additive Alternatives</b>
Green Tek LLC Services	\$2,198		\$2,198
Tree of Life Services	\$1,450		\$1,450
West Coast Arborist	\$1,584		\$1,584



AGREEMENT FOR PROFESSIONAL  
SERVICES

This Agreement is made and entered into as of November 15, 2022, by and between the City of Oroville, a municipal corporation ("City") and **Tree of Life Services, Tree Service** ("Contractor").

RECITALS

- A. The Contractor is specially trained, licensed, experienced and competent to provide tree trimming services to the City of Oroville as required by this Agreement.
- B. The Contractor possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- B. City desires to retain the Contractor to render the professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Contractor shall furnish the following services in a professional manner. Contractor shall perform the scope of services described in Exhibit "A", which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Contractor are to commence upon execution of this Agreement and shall continue until the funds are exhausted, unless subsequently amended by the parties, or until cancelled by either party.
- 3. Compensation. Compensation to be paid to Contractor shall be in accordance with the Cost Estimate described in Exhibit "A", which is attached hereto and incorporated herein by reference. In no event shall Contractor's total compensation exceed the amount of One Hundred and Twenty Thousand Dollars

(\$120,000). Payment by City under this Agreement shall not be deemed a waiver of defects

00070616.1

Page 1 of 10

AGREEMENT NO. XXXX

in Contractor's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall submit monthly billing to City describing the work performed during the preceding month. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than 30 days after approval of the monthly invoice by City staff and upon receipt of funds through the funding agreement as outlined in Paragraph 3.
5. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Contractor's Books and Records
  - a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement.

- b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
  - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 1735 Montgomery Street, Oroville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
  - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.
8. Independent Contractor. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights.
9. Interest of Contractor. Contractor (including principals, associates, and professional employees) covenants and represents that it does not now have any

investment or interest in real property, and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
  - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)
10. Professional Ability of Contractor. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
  11. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations, including the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders.
  12. Licenses. Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are

legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.

13. Indemnity. To the maximum extent available by law, Contractor agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, including Prevailing Wage requirements.
14. California Labor Code. Requirements. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The Services herein are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, therefore, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. It shall be mandatory upon the Contractor and all subcontractors to comply with all

California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

The Services herein are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

15. Verification of Employment Eligibility. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.
16. Insurance Requirements. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                   **Director of Community Development**  
                                      **City of Oroville**  
                                      **1735 Montgomery Street**  
                                      **Oroville, CA 95965**

If to Contractor:       **Tree of Life Services**  
                                      **Oroville, CA 95965**

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
19. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.
20. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.



21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.

27. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
28. Equal Opportunity Employment. Contractor represents that is and equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF OROVILLE**

**Tree of Life Services**

By: \_\_\_\_\_  
William Speer

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

Business License No.: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Scott E. Huber, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**ATTACHMENTS:**

Exhibit A Scope of Services and Cost Estimate

00070616.1

**SPECIFICATIONS**  
For  
**Tree Trimming Services**  
For  
**City Street Trees and Public right of way Trees**

**SCOPE:**

- A. The "City Representative" shall refer to the City's Parks and Trees Supervisor, or his or her designee. The terms "Contract" shall refer to the contract entered between City and the selected Contractor.
- B. The Contractor shall take a proactive approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.
- C. Contractor's employees shall wear proper protective clothing, and their clothing shall bear their business name or be unmarked. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a professional appearance. Contractor's equipment and vehicles shall also be professional in appearance and be well maintained for safe operation.
- D. In order to submit a bid for Routine Work, the Contractor must have a maintenance yard in the Oroville Area, Shall have a Certified Arborist on Staff and have Ariel trucks in their work fleet
- E. Scheduled operations for residential zones shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 6:00 P.M. The use of power equipment or other work close to residential areas that results in noises shall not be permitted before 8:00 AM or after 5:00 PM. Work along major arterial streets may be subject to additional time restrictions
- F. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

G. Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

H. The Contractor will be permitted to reduce traffic to one through lane except on arterial or collector streets. On arterial or collector streets, the Contractor shall maintain traffic as directed by the City Representative. All traffic control shall conform to the requirements of the California Manual on Uniform Traffic Control Devices (CAMUTCD), Revision 3 for construction and maintenance work zones. Contractor at its own expense shall ensure proper signage, as approved by the City Representative, during lane closures. Traffic Control may include: lights, flares, signs, temporary railings, flag person(s), or other devices as required by the City Representative. It shall be the Contractor's responsibility to post no parking areas as required to perform work. Barricades can be provided by the City, if available, for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades. Full compensation for conforming to the requirements of this Section including Traffic Control shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made.

I. Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.

J. During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be

made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work .

K. Contractor shall invoice the City monthly in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information:

1. - Date of work performed
2. - Description of work performed
3. - Tree location (street address and side)
4. - Tree condition

L. Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

M. If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes . Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work. City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City

shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change. Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached will require a formal amendment to the Contract.

N. Rates shall include all direct and indirect costs. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.

O. Routine work shall be scheduled with the City Representative and must be performed within the prescribed amount of time. It will be necessary to perform some of the assignments on weekends (Saturdays and Sundays) or during nighttime hours due to the location of the work to be performed. The necessity of this will be determined by the City Representative. Compensation for work completed on a weekend or at night will be in accordance with the State of California labor codes and based on normal working hour rates.

P. The Contractor shall have experience conducting routine and emergency tree services over the past five (5) years and shall be duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California. The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:

1. • Demonstrated knowledge of tree care and related operations.
2. • Current licenses for operation of equipment utilized by such employee.
3. • Ability to operate and maintain equipment in accordance with the manufacturer's recommendations
4. • Mechanical ability to make required operator adjustments to the equipment being used.
5. • Knowledge of safety regulations as they relate to tree care and traffic control.
6. • At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities. The City has the right to determine crew size for all City tree work assignments.

Q. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on it. The Contractor shall always furnish and maintain sufficient equipment as necessary to perform the work of the Contract. Such equipment shall be subject to the inspection and approval of the City Representative. If the

contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of the Contract.

R. For all Routine Work the Contractor shall, with City approval, aggregate or collect tree work that needs to be performed so that work is performed on a reasonable number of trees on the same day (a standard work day is considered at least 8 hours of field work) to maximize efficiency. All scheduled work shall be preapproved by the City Representative. The City intends to only schedule routine maintenance when the tree contractor crew can fill up a standard work day

S. Tree Trimming and Pruning Standards:

Trimming and pruning operations shall be coordinated with the City Representative and meet the most current editions of the following benchmark standards:

- American National Standards Institute (ANSI) A300 Pruning Standards
- ANSI Z133.1 Safety Standards
- ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce maintenance costs
- Prevent or mitigate a pest problem

Standard 1: All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

Standard 2: Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations. Up to 30% crown removal may be accepted for *Ulmus parvifolia* or other special species after consultation with the City Arborist.

Standard 3: Pruning equipment shall be sharp and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species, such as elms (*Ulmus* spp.). Disinfectants should be used before and after pruning individual trees.

Standard 4: All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of



pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only under the supervision of the City Arborist.

Standard 5: Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

Standard 6: Clearance pruning shall be defined as to provide the following distances:

- Roadway- not less than 14' from road surfaces
- Sidewalk- not less than 7' from sidewalk surfaces
- Building- not less than 8' from vertical building surfaces
- Roofs and street lights- not less than 10' from building roof surfaces or street lamps
- Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires

Standard 7: Wildlife Protection: Prior to the commencement of any work near any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. If wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

T. Prior to beginning City tree pruning, removal and maintenance work, the Contractor shall review with the City Representative various methods, tools, and work scheduling to be used on the project(s). Any structural weakness, decayed trunk or branches, split crotches or limbs and included bark discovered by the Contractor while trimming shall be reported to the City Representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks. Limbs over one inch in diameter shall be precut to prevent splitting or ripping bark. Removal from a tree of branches three and one-half inches (3.5") or larger in diameter shall be lowered by proper ropes to the ground. Potentially damaging limbs that can damage property must be rope lowered. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City Representative. All debris resulting from tree pruning operations shall be removed from the work site daily. A work zone shall be established and maintained for each tree trimming or other operation. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear. The Contractor agrees to provide

the highest quality commercially accepted methods, procedures and controls for tree pruning, removal and maintenance consistent with the International Society of Arboriculture Pruning Standards (BMPs), ANSI A300 Standards and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of the Contract. The Contractor shall furnish tree services by qualified arborists, site managers and tree worker crews to provide tree pruning, removal and maintenance activities that comply with this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

#### U. Types of Tree Work

##### a. Pruning

##### i. Pruning for Structure:

Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed -up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified. Structural pruning is also the foundation for the following pruning types.

##### ii. Pruning to Raise:

Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown ratio should be no less than 66% when raising is completed and some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6.

##### iii. Pruning to Clean:

Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches 1 1/2" or larger. This type of pruning is done to reduce the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping branches of too foliage at the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified.

##### iv. Pruning to Reduce:

Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation from buildings, structures or utilities. Crown reduction should be accomplished with reduction cuts, not heading cuts. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites

v. Pruning to Restore:

Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified

vi. Grid Pruning:

A Consists of pruning 7 or more trees located at the same or at consecutive street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning bid price.

B Stump Grinding and Tree Removal Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.

b. The Contractor shall comply with all general standards described herein.

i. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein

ii. The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Contractor. The Contractor shall be required to contact USA at least 2 working days prior to stump grinding. The Contractor is hereby made aware that many trees in the downtown area are located adjacent to street lighting or other utilities within, which are within 12" of finished grade.

iii. The Contractor shall notify the City Representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.

iv. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.

v. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.

vi. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).

vii. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In

addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.

viii. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

c. Clean up and Debris Disposal

i. Contractor shall clean all job sites when work is completed and/or daily, including the raking of leaves, twigs, etc. from the lawns, street gutters, sidewalks and parkways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Representative shall be the sole judge as to the adequacy of the cleanup.

ii. Wood waste generated from tree removals shall be chipped. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City Representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at the City Green Waste disposal site. All tree branches produced because of the Contractor's operations under the Contract will be reduced, reused, recycled, and/or transformed.

#### V. Non-City Maintained Trees

The Contractor shall NOT perform any work on non-City maintained trees without the direction from the City Representative. The Contractor shall NOT perform work for adjacent homeowners; all inquiries to this effect shall be forwarded to the City Representative.

#### X. Insurance Requirements

The City requires contractors to obtain and maintain insurance throughout the contract term, as described in the attached draft Contract for Routine Tree Services. The required insurance certificates must comply with all requirements described in and must be provided with the Contract. The City will award one contract for Routine Work to a responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract. This contract shall consist of the following coverages:

1. Worker's Compensation and Employer's Liability Insurance;
2. Commercial General Liability Insurance in an amount of at least \$2,000,000 per occurrence;
3. Automobile Liability Insurance, including coverage for Contractor's owned, hired and non-owned automobiles in an amount of at least \$1,000,000 per occurrence

Your proposal will require a returned signed copy of this Specification from the authorized submitter of the bid for this service:

Tree of Life Services

---

Name of Company or Business

---

Printed Name of Signatory

---

Signature

---

Date



# **CITY OF OROVILLE**

**1735 MONTGOMERY STREET  
OROVILLE, CALIFORNIA 95965  
(530) 538-2401**

## **PARKS AND TREES**

### **PROPOSAL**

#### **FOR**

### **TREE PRUNING SERVICES**

**Bid Submission and Opening Date: September 22, 2022, at 2:00 PM**

## CITY OF OROVILLE

# PUBLIC NOTICE

Sealed Proposal for the following are being accepted:

### Tree Trimming Services

at the City Hall, 1735 Montgomery Street, Oroville, CA 95965 until October 20, 2022, 2:00 P.M., at which time they will be publicly opened and read.

**A mandatory “Walk Through” of the project with a detailed explanation of expected level of services and specific criteria will be conducted on October 6, 2022 at 9am at 1735 Montgomery Street, City Council Chambers.**

Bid specifications including bid proposal forms are available at City Hall - 1735 Montgomery Street, Oroville, CA 95965. Any questions should be directed to Wade Atteberry at (530) 693-0396.

BID FORM

Tree Trimming Services

TOTAL COST FOR SERVICES PER DAY		\$ <u>1450</u> <u>.00</u>
<p>All-inclusive Total Cost for Services per Day will be  <u>one thousand four hundred and fifty dollars</u>          (This entry must be written out)</p>		

The undersigned has checked carefully all the above figures and understands that the City Council shall not be responsible for any error or omissions on the part of the undersigned in making up this bid.

In case of a discrepancy between words and figures, the words shall prevail.

The undersigned hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The City reserves the right to reject any or all bids. The City reserves the right to delete or award all or part of the bid.

It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the opening thereof.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

Tree of Life Tree Service  
Company Name

10/07/2022  
Date

William Speck  
Print Name

William Speck  
Signature



**SPECIFICATIONS**  
For  
**Tree Trimming Services**  
For  
**City Street Trees and Public right of way Trees**

**SCOPE:**

- A. The "City Representative" shall refer to the City's Parks and Trees Supervisor, or his or her designee. The terms "Contract" shall refer to the contract entered between City and the selected Contractor.
- B. The Contractor shall take a proactive approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.
- C. Contractor's employees shall wear proper protective clothing, and their clothing shall bear their business name or be unmarked. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a professional appearance. Contractor's equipment and vehicles shall also be professional in appearance and be well maintained for safe operation.
- D. In order to submit a bid for Routine Work, the Contractor must have a maintenance yard in the Oroville Area, Shall have a Certified Arborist on Staff and have Ariel trucks in their work fleet
- E. Scheduled operations for residential zones shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 6:00 P.M. The use of power equipment or other work close to residential areas that results in noises shall not be permitted before 8:00 AM or after 5:00 PM. Work along major arterial streets may be subject to additional time restrictions
- F. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours. Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

G. Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

H. The Contractor will be permitted to reduce traffic to one through lane except on arterial or collector streets. On arterial or collector streets, the Contractor shall maintain traffic as directed by the City Representative. All traffic control shall conform to the requirements of the California Manual on Uniform Traffic Control Devices (CAMUTCD), Revision 3 for construction and maintenance work zones. Contractor at its own expense shall ensure proper signage, as approved by the City Representative, during lane closures. Traffic Control may include: lights, flares, signs, temporary railings, flag person(s), or other devices as required by the City Representative. It shall be the Contractor's responsibility to post no parking areas as required to perform work. Barricades can be provided by the City, if available, for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades. Full compensation for conforming to the requirements of this Section including Traffic Control shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made.

I. Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.

J. During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be

made, and the Contract modified in writing accordingly. The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

K. Contractor shall invoice the City monthly in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information:

1. - Date of work performed
2. - Description of work performed
3. - Tree location (street address and side)
4. - Tree condition

L. Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed. Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof. The Contract rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

M. If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work. City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City

shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change. Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached will require a formal amendment to the Contract.

N. Rates shall include all direct and indirect costs. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.

O. Routine work shall be scheduled with the City Representative and must be performed within the prescribed amount of time. It will be necessary to perform some of the assignments on weekends (Saturdays and Sundays) or during nighttime hours due to the location of the work to be performed. The necessity of this will be determined by the City Representative. Compensation for work completed on a weekend or at night will be in accordance with the State of California labor codes and based on normal working hour rates.

P. The Contractor shall have experience conducting routine and emergency tree services over the past five (5) years and shall be duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California. The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:

1. • Demonstrated knowledge of tree care and related operations.
2. • Current licenses for operation of equipment utilized by such employee.
3. • Ability to operate and maintain equipment in accordance with the manufacturer's recommendations
4. • Mechanical ability to make required operator adjustments to the equipment being used.
5. • Knowledge of safety regulations as they relate to tree care and traffic control.
6. • At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities. The City has the right to determine crew size for all City tree work assignments.

Q. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on it. The Contractor shall always furnish and maintain sufficient equipment as necessary to perform the work of the Contract. Such equipment shall be subject to the inspection and approval of the City Representative. If the

contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of the Contract.

R. For all Routine Work the Contractor shall, with City approval, aggregate or collect tree work that needs to be performed so that work is performed on a reasonable number of trees on the same day (a standard work day is considered at least 8 hours of field work) to maximize efficiency. All scheduled work shall be preapproved by the City Representative. The City intends to only schedule routine maintenance when the tree contractor crew can fill up a standard work day

S. Tree Trimming and Pruning Standards:

Trimming and pruning operations shall be coordinated with the City Representative and meet the most current editions of the following benchmark standards:

- American National Standards Institute (ANSI) A300 Pruning Standards
- ANSI Z133.1 Safety Standards
- ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce maintenance costs
- Prevent or mitigate a pest problem

Standard 1: All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

Standard 2: Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations. Up to 30% crown removal may be accepted for *Ulmus parvifolia* or other special species after consultation with the City Arborist.

Standard 3: Pruning equipment shall be sharp and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species, such as elms (*Ulmus spp.*). Disinfectants should be used before and after pruning individual trees.

Standard 4: All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of

pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only under the supervision of the City Arborist.

Standard 5: Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

Standard 6: Clearance pruning shall be defined as to provide the following distances:

- Roadway- not less than 14' from road surfaces
- Sidewalk- not less than 7' from sidewalk surfaces
- Building- not less than 8' from vertical building surfaces
- Roofs and street lights- not less than 10' from building roof surfaces or street lamps
- Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires

Standard 7: Wildlife Protection: Prior to the commencement of any work near any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. If wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

T. Prior to beginning City tree pruning, removal and maintenance work, the Contractor shall review with the City Representative various methods, tools, and work scheduling to be used on the project(s). Any structural weakness, decayed trunk or branches, split crotches or limbs and included bark discovered by the Contractor while trimming shall be reported to the City Representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks. Limbs over one inch in diameter shall be precut to prevent splitting or ripping bark. Removal from a tree of branches three and one-half inches (3.5") or larger in diameter shall be lowered by proper ropes to the ground. Potentially damaging limbs that can damage property must be rope lowered. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City Representative. All debris resulting from tree pruning operations shall be removed from the work site daily. A work zone shall be established and maintained for each tree trimming or other operation. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear. The Contractor agrees to provide

the highest quality commercially accepted methods, procedures and controls for tree pruning, removal and maintenance consistent with the International Society of Arboriculture Pruning Standards (BMPs), ANSI A300 Standards and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of the Contract. The Contractor shall furnish tree services by qualified arborists, site managers and tree worker crews to provide tree pruning, removal and maintenance activities that comply with this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

#### U. Types of Tree Work

##### a. Pruning

##### i. Pruning for Structure:

Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed –up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified. Structural pruning is also the foundation for the following pruning types.

##### ii. Pruning to Raise:

Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown ratio should be no less than 66% when raising is completed and some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6.

##### iii. Pruning to Clean:

Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches 1/2" or larger. This type of pruning is done to reduce the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping branches of too foliage at the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified.

##### iv. Pruning to Reduce:

Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation from buildings, structures or utilities. Crown reduction should be accomplished with reduction cuts, not heading cuts. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites

v. Pruning to Restore:

Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified

vi. Grid Pruning:

A Consists of pruning 7 or more trees located at the same or at consecutive street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning bid price.

B Stump Grinding and Tree Removal Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.

b. The Contractor shall comply with all general standards described herein.

i. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein

ii. The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Contractor. The Contractor shall be required to contact USA at least 2 working days prior to stump grinding. The Contractor is hereby made aware that many trees in the downtown area are located adjacent to street lighting or other utilities within, which are within 12" of finished grade.

iii. The Contractor shall notify the City Representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.

iv. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.

v. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.

vi. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).

vii. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In



addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.

viii. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

c. Clean up and Debris Disposal

i. Contractor shall clean all job sites when work is completed and/or daily, including the raking of leaves, twigs, etc. from the lawns, street gutters, sidewalks and parkways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Representative shall be the sole judge as to the adequacy of the cleanup.

ii. Wood waste generated from tree removals shall be chipped. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City Representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at the City Green Waste disposal site. All tree branches produced because of the Contractor's operations under the Contract will be reduced, reused, recycled, and/or transformed.

V. Non-City Maintained Trees

The Contractor shall NOT perform any work on non-City maintained trees without the direction from the City Representative. The Contractor shall NOT perform work for adjacent homeowners; all inquiries to this effect shall be forwarded to the City Representative.

X. Insurance Requirements

The City requires contractors to obtain and maintain insurance throughout the contract term, as described in the attached draft Contract for Routine Tree Services. The required insurance certificates must comply with all requirements described in and must be provided with the Contract. The City will award one contract for Routine Work to a responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete, or contain irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of contract

Your proposal will require a returned signed copy of this Specification from the authorized submitter of the bid for this service:

Tree of Life Tree Service  
Name of Company or Business

William Speer  
Printed Name of Signatory

William Speer  
Signature

10/07/2022  
Date





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: DAWN NEVERS, DEPUTY COMMUNITY DEVELOPMENT DIRECTOR**

**RE: SR 162 ATP PROJECT – CONSULTANT AMENDMENT NO.3 FOR DESIGN AND SUPPORT SERVICES**

**DATE: NOVEMBER 15, 2022**

### SUMMARY

The Council will consider a design contract amendment for the SR 162 ATP Project to complete additional survey, signal modifications, and right-of-way (ROW) impact cure (parking lot design) for businesses. This additional work is required by Caltrans for the City to receive encroachment permit and required to cure parking impacts to businesses due to the new sidewalk and ROW acquisition.

### DISCUSSION

During design review by Caltrans on the 90% Plans of the ATP project, Caltrans Electrical Maintenance Group required a modification of a signal pole, on the southwest corner of the SR 162 Olive Hwy/Lower Wyandotte Road intersection, to a position further away from the curb. Caltrans stated the existing pole was being hit often by trucks making the right turn onto Lower Wyandotte Road and is a road safety concern that should be addressed with the ATP project. Mark Thomas has included scope and fee to get additional survey, signal modification plan, and verify ADA ramp compliance with the pole's relocation.

In addition to the pole relocation, the City has also incurred parking lot modifications with businesses and property owners (4 parcels) along the Oro Dam Hwy corridor. These modifications arose out of negotiations to acquire ROW and accommodate new sidewalk for the project which removes existing parking for the businesses. Mark Thomas has also included scope and fee to design the modified parking lots and design proper drainage from the Hwy and the parking lots.

The work outlined in the attached scope of work is a follow up to the staff report and presentation given at the April 6, 2021 City Council Meeting, Amendment No.1 authorized at the June 15, 2021 Council Meeting, and Amendment No. 2 authorized at the June 21, 2022 Council Meeting. At the April 6, 2021 meeting, City Council approved the authorization of Local Transportation Funds to support the additional studies, design, and right-of-way acquisition required to complete the project.

Summary of project design budget and amendments:

Contract	Cost
Original Contract	\$580,000*
Amendment No.1 – ROW additional design	\$330,742
Amendment No. 2 – Design Modifications	\$88,518
<b>Amendment No. 3 – Design Mods + ROW impacts (Pending)</b>	<b>\$52,986</b>
Total Contract (NTE)	\$1,052,246
City Funded Contract portion (Local Transportation Fund)	\$472,246

\*CMAQ and ATP Grant Reimbursable

**BACKGROUND**

The project grant was pursued by the City in 2015 and awarded under ATP Cycle 3 through the California Transportation Commission (CTC) and Caltrans. Capacity Management and Air Quality (CMAQ) grant is also allocated to cover the design cost. All together the project grants provide for \$3,951,000 to design, construct, and manage a contractor to implement bicycle, pedestrian, and mobility improvements from Feather River (Riverbend Park), west of Hwy 70 to Foothill Blvd, along SR 162. This includes sidewalk closures, pedestrian crossings, bike lanes, and pedestrian signal improvements along the corridor.

The project also incorporated an older Bicycle Transportation Account (BTA) Grant that included bike lane striping and signage for 2.7 miles of Class II bike-lane from Hwy 70 to Orange Avenue along Oro Dam Blvd East. A portion of that grant (\$61,528) was used to supplement the design of the ATP/BTA combined project.

The project design was awarded to a consultant, Mark Thomas (MT), in December of 2019. MT progressed the design to a 30% level and identified some gaps in the project as defined in the ATP application and scope and the additional work was authorized by City Council in June 2021. The project design has advanced to the 90% level and additional design effort was needed to address drainage, signal modifications, additional survey, and provide fiber optic conduit crossing of SR-162 at 5th Avenue as requested by the City. Additional design effort has been identified by Caltrans review and as a result of ROW acquisition and business parking impacts.

Unfortunately, the grant money provided does not address these design issues and the money allocated under ATP cannot be used for this purpose. The additional cost will have to be provided by the local sponsor, the City of Oroville.

The work in the attached scope and fee will allow the Consultant to complete the design and issue the project for bid and construction in 2023.

**FISCAL IMPACT**

\$52,986 from the Local Transportation Fund.

**RECOMMENDATION**

Staff recommends approving the Amendment No. 3 for Mark Thomas & Company, Inc.

**ATTACHMENTS**

- Agreement No. 3296 – Amendment No. 3
- Exhibit A – Amendment Scope of Work
- Exhibit B – Amendment Fee Estimate
- Exhibit C – Contract Agreement No. 3296

**AMENDMENT TO PROJECT CONTRACT AGREEMENT NO. 3394  
FOR PROJECT CONTRACT BETWEEN THE CITY OF OROVILLE  
AND MARK THOMAS & COMPANY, INC.**

**(Amendment No. 3)**

This Amendment dated November 15, 2022, is to the Project Contract Agreement No. 3296 between the City of Oroville (“City”) and Mark Thomas & Company, Inc. (“Contractor”).

A copy of Contract Agreement No. 3296 is attached as Exhibit “C” including all prior amendments.

In consideration of terms and conditions herein, City and Contractor agree that Agreement No. 3296 shall be amended as follows:

1. The Agreement shall be amended to include work related to State Route 162 Pedestrian/Bicycle Disabled Mobility & Safety project, which are enumerated in the scope documents. The scope documents are attached as Attachment A to this Amendment.
2. The fee for all design modifications outlined in Attachment “A” is \$52,986.00. Payment is to occur as outlined in Exhibit “A”.
3. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3296 as amended shall remain in full force effect.

CITY OF OROVILLE

MARK THOMAS & COMPANY, INC.

\_\_\_\_\_  
Chuck Reynolds, Mayor

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

\_\_\_\_\_  
Scott E. Huber, City Attorney

**City of Oroville**  
**Oroville SR 162 Pedestrian/Bicyclist/Disabled Mobility and Safety Improvements**  
**Traffic Signal Modification at SR 162/Lower Wyandotte Rd**  
**October 4, 2022**

## **Introduction**

As part of the review of the project plans by the Caltrans functional units the electrical maintenance group insisted that the City of Oroville (City) include the relocation of the Type 1-B signal pole on the southwest corner of the SR 162 (Olive Hwy/Lower Wyandotte Road intersection to a position further away from the curb. The reason for this request is due to it continuously being hit by trucks making the right turn. Since it was a safety concern, the City has agreed to include the relocation of this pole with the SR 162 Pedestrian/Bicyclist/Disabled Mobility and Safety Improvements project.

In addition to the relocation of the signal pole, the City has taken on some property impact obligations (due to the installation of the new sidewalk) as part of their negotiations with the owners. The obligations mainly include maintaining the drainage of the property and reconfiguration of the affected parking lots to reestablish the access parking and maintain as many parking stalls as possible.

## **Signal Relocation**

Y&C will obtain electronic base plans and as-built traffic signal plans for the SR 162 (Olive Hwy)/Lower Wyandotte Road intersection from Mark Thomas (MT). Y&C will verify as-built plans in the field. Based on the obtained information, Y&C will prepare traffic signal modification plan, specifications, and cost estimates (PS&E) for the SR 162 (Olive Hwy)/Lower Wyandotte Road intersection. The signal modification primarily involves relocation of the 1-B pole on the southwest corner. Y&C will submit traffic signal PS&E to the City of Oroville and Caltrans for review at 100% level. Any comments by the review agencies will be incorporated into final PS&E.

## **Sidewalk and Curb Ramp Replacement**

The removal of the existing Type 1-B pole includes the removal or abandonment of the foundation. The relocation of the pole will include setting the new foundation and to extend the conduit and wiring to the new location. All these items are located below the existing sidewalk. Therefore, a portion of the sidewalk and curb ramp will need to be replaced and checked to meet ADA slope requirements.

The existing surface for the project doesn't cover this area. Supplemental topographic survey will be needed to obtain the coverage and identify utilities and other fixed objects in the area. It is estimated that a day of crew time and office time is needed to obtain and process the information.

MT will incorporate the curb ramp detail and modifications to the plans, specifications and estimate and submit to the City of Oroville and Caltrans for review at 100% level. Any comments by the review agencies will be incorporated into final PS&E.



## Offsite Improvements

There are four offsite locations identified for inclusion into the plans. These include the HHH property (APN 035-030-065), Tandy property (APN 035-260-022), the Ando-Pittman property (APN 035-260-048) and the Blaze n J's property (APN 035-260-049). The following work will be incorporated into the 100% PS&E package.

### HHH

The HHH improvements include:

- Relocating their commercial sign closer to their building
- Restripe the parking lot in front of the building to replace the 9 stalls affected by the project.

The sign would be relocated in approximately the same spot as the existing sign. It will be placed inside a curbed island that is included in the plans. The sign is a two-post sign with an electrical connection which would need to reconnect to the current PG&E service point. A clean restriping includes a slurry of the row of stalls.

### TANDY

The Tandy improvements includes:

- Verify that the ADA requirements are met.
- Verify the site drains properly after the completion of the project.
- Restriping the parking lot

The property owner has not agreed to the parking configuration around the building, but the layout presented to him has the access parking spot located in the front of the building with a driveway added so it acts like a circular driveway around the curb ramp. The current ADA access to the building connects the front portion of the parking lot to the walkway along the side of the building. The walkway itself is 4.5 feet wide with a local pinch point around the gas meters which are located next to the building. The meters are screened off from the walkway. If Mr. Tandy agrees to this configuration, the existing ADA compliant improvements can remain in place.

While the existing and proposed runoff will flow down LL/HL, the existing LL/HL pavement is flat and the runoff spreads out. The inlet along LL/HL is located approximately 500 feet south of SR 162 so the runoff ponds near the Tandy building. The existing pavement shows signs of this happening. The proposed improvements to resolve this include a valley gutter or rolled curb which extends to the end of the property. A gas valve is located in LL/HL and is assumed to be connected to the gas meters near the building. It is unsure that this valve cover needs to be raised or if it can be left in place.

The existing surface for the project doesn't cover this area. Supplemental topographic survey will be needed to obtain the coverage to verify the ADA grades and be used to design a gutter along LL/HL.

ANDO-PITTMAN

The Ando-Pittman improvements includes:

- Reconfiguration/restriping the parking lot.

The businesses will lose approximately three parking stalls in front of the building due to the project. There doesn't seem to be access parking for the building now but needs to be included in the new configuration. The City planning department determined that the access parking stall needs to be up front near the building.

There is room in the back to replace the lost stalls. The back of the building is a gravel area that is used for parking. The City has told MT that the property owner will pave this area on their own, so it is not going to be part of the project. The configuration that is acceptable to the City and the property owner has not been determined yet. MT will layout the parking for the area and will include the restriping of the front part of the building. A clean restriping includes a slurry of the area.

Please note, the building itself is not ADA compliant due to raised door jambs. The parking lot can be made ADA compliant but not the complete site.

Like the other sites, supplemental topography in the front portion of the property needs to be obtained to verify ADA grades.

BLAZE N J's - SMITH

The Smith improvements includes:

- Reconfiguration/restriping the parking lot.

The business currently has two parking stalls at the front of the building. They will lose one stall due to the project. The area in the front of the building will be converted into one access parking spot. The business has nine additional parking spots in the back which is above the required minimum for the building. A clean restriping includes a slurry of the front area. Like the other sites, supplemental topography would be obtained to verify ADA grades.

**COST PROPOSAL FOR PROJECT SCOPE: Oroville-SR 162 Bike/Ped Mobility & Safety (AM #3)**

MARK THOMAS	Subconsultants										TOTAL COST	
	Sr. Project Manager	Technical Lead	Design Engineer II	Project Surveyor	Survey Technician	2 Person Field Crew	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost		Y&C
Choose Classification => Enter Staff Names if Necessary => Hourly Rate (average if classification, actual if named) =>												
<b>1.0 PROJECT MANAGEMENT</b>												
1.1 Project Management	4	2										
<b>Subtotal Phase 1</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>\$1,958</b>	<b>\$0</b>	<b>\$1,958</b>
<b>2.0 ADDITIONAL DESIGN</b>												
2.1 Supplemental Field Survey			4	2	4	8				\$3,272		\$3,272
2.2 Sidewalk and Curb Ramp Design	8	16	32							\$8,096		\$8,096
2.3 Traffic Signal Relocation Design	2	4	6							\$1,802	10,054	\$11,856
<b>Subtotal Phase 2</b>	<b>10</b>	<b>20</b>	<b>42</b>	<b>2</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>86</b>	<b>\$13,170</b>	<b>\$10,054</b>	<b>\$23,224</b>
<b>3.0 OFFSITE IMPROVEMENTS</b>												
3.1 Offsite Improvements	16	32	80	8	24	16				\$25,456		\$25,456
<b>Subtotal Phase 3</b>	<b>16</b>	<b>32</b>	<b>80</b>	<b>8</b>	<b>24</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>176</b>	<b>\$25,456</b>	<b>\$0</b>	<b>\$25,456</b>
<b>TOTAL HOURS</b>	<b>30</b>	<b>54</b>	<b>122</b>	<b>10</b>	<b>28</b>	<b>24</b>	<b>2</b>	<b>4</b>	<b>274</b>			
<b>OTHER DIRECT COSTS</b>										<b>\$2,348</b>		<b>\$2,348</b>
<b>TOTAL COST</b>	<b>\$6,720</b>	<b>\$9,288</b>	<b>\$13,542</b>	<b>\$1,460</b>	<b>\$2,184</b>	<b>\$6,672</b>	<b>\$254</b>	<b>\$464</b>		<b>\$42,932</b>	<b>\$10,054</b>	<b>\$52,986</b>

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of January 7, 2020, by and between the City of Oroville ("City") and Mark Thomas and Company, Inc. ("Consultant").

### **RECITALS**

- A. The Consultant is licensed, trained, experienced and competent to provide design and construction documents for the Engineering Design of State Route 162 Pedestrian/Bicycle Disabled Mobility and Safety Improvement Project (Project) as required by this Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### **AGREEMENT**

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the scope of services described in the Mark Thomas and Company proposal attached as Attachment "A" which is incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement and shall be completed at the end of Project close out.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee budget set forth in Attachment "B," which is attached hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of \$580,000 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately

for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant

represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry, shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.



- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
- a. will conduct research and arrive at conclusions with respect to its

rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and

- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel.

(FPPC Reg. 18700(a)(2).)

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its

officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "10-R" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **City Administrator  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965-4897**

If to Consultant: **Mark Thomas and Co**  
**701 University Avenue**  
**Suite 200**  
**Sacramento, CA 95825**  
**Attn: James Pangburn**

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such

subcontractor other than as otherwise required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such

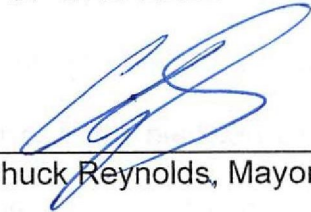
counterpart.


27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

By:   
\_\_\_\_\_  
Chuck Reynolds, Mayor

By:   
\_\_\_\_\_  
Zach Siviglia, Vice President, Mark Thomas and Co.

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Scott E. Huber, City Attorney

ATTEST:

By:   
\_\_\_\_\_  
Bill LaGrone, City Administrator

Attachments: Exhibit A - Consultant Scope  
Exhibit B – Fee Proposal  
Exhibit 10-R – Caltrans Contract with Insurance Requirements

**CITY OF OROVILLE**  
**CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made on January 7, 2020, between the City of Oroville (“the City”), and Mark Thomas and Company, Inc., (“Consultant”).

WITNESSETH:

WHEREAS, the City proposes to design and construct the Oroville SR 162 Pedestrian/Bicyclist/Disabled Mobility and Safety Improvements.; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated on June 11, 2019, (attached hereto and incorporated herein as Attachment “A” and “B”) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**ARTICLE I INTRODUCTION**

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows: Mark Thomas and Company, Inc.

Incorporated in the State of California

The Project Manager for the “CONSULTANT” will be James Pangburn

The name of the “LOCAL AGENCY” is as follows: City of Oroville.

The Contract Administrator for LOCAL AGENCY will be Bill LaGrone.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated September 10, 2019. The approved CONSULTANT’s Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.



- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II STATEMENT OF WORK**

- A. The CONSULTANT shall complete the task list as referenced in the Consultant's scope of work, attached as "Exhibit A".

## **ARTICLE III CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

## **ARTICLE IV PERFORMANCE PERIOD**

- A. This contract shall go into effect on December 17, 2019 contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on December 31, 2021, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

## **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract

Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY’S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to LOCAL AGENCY’s Contract Administrator at the following address:

Bill LaGrone  
 City Administrator  
 City of Oroville  
 735 Montgomery St  
 Oroville, CA 95965

- E. The total amount payable by LOCAL AGENCY shall not exceed \$580,000.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE VI TERMINATION**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is based upon the percentage of work completed at the time of completion.

**ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

## ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## ARTICLE X SUBCONTRACTING

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

LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

#### **ARTICLE XI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

### **ARTICLE XIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

### **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by Section 1352, Title 31, 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 not more than \$100,000 for each such failure.

- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

**ARTICLE XVI STATEMENT OF COMPLIANCE**

- A. CONSULTANT’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (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 Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

**ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any

matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE XVIII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE XIX CHANGE IN TERMS**

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

#### **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is **18%**. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

#### **ARTICLE XXI CONTINGENT FEE**

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

#### **ARTICLE XXII DISPUTES**



- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY’s Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

**ARTICLE XXIII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

**ARTICLE XXIV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXV INSURANCE**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
- 2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
- 3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
- 4. Errors and Omissions liability insurance appropriate to the consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

- 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

***Verification of Coverage***

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

**ARTICLE XXVI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

**ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY’S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY’S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT’s personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT’s personnel services under this contract.
- C. Services of CONSULTANT’s personnel in connection with LOCAL AGENCY’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY’s operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY’s actions on the same, except to LOCAL AGENCY’s staff, CONSULTANT’s own personnel

involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY’S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

**ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

**ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT’S performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

**ARTICLE XXXI RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

**ARTICLE XXXII NOTIFICATION**

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

CONSULTANT: Zach Siviglia  
Mark Thomas  
701 University Ave #200  
Sacramento, CA 95825

LOCAL AGENCY: Bill LaGrone

City of Oroville  
735 Montgomery St  
Oroville, CA 95965

**ARTICLE XXXIII CONTRACT**

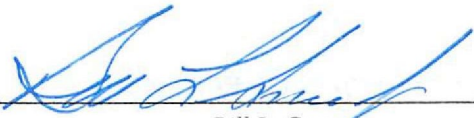
The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

[SIGNATURES ON NEXT PAGE]

**ARTICLE XXXIV SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

**CITY OF OROVILLE**

By   
\_\_\_\_\_  
*Bill LaGrone,*  
*City Administrator*

**CONSULTANT NAME**

By   
\_\_\_\_\_  
*Zach Siviglia,*  
*Vice President*

## SCOPE OF WORK

Mark Thomas will follow the scope of work below for the Oroville SR 162 Pedestrian/Bicyclist/Disabled Mobility and Safety Improvements in the City of Oroville (City). In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work. Mark Thomas will provide contract documents (final) design services needed to perform the tasks noted below. All reports and/or studies, renderings and exhibits, plans and specifications, calculations, etc. developed by Mark Thomas will at a minimum comply with Caltrans and the City of Oroville standards. Electronic file deliverables will be in PDF (Portable Document Format), Microsoft (MS) Word, Microsoft (MS) Excel, and/or CAD (Autodesk AutoCAD Civil 3D 2018 format).

### TASK 1. PROJECT MANAGEMENT AND DOCUMENTATION

#### Task 1.1. Project Management

This task includes project management time to manage the scope tasks below. Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, monthly status reports, memo's, letters and e-mail, making phone calls and maintaining project files.

#### Task 1.2. Meetings

We will hold Project Development Team (PDT) meetings with subconsultants, City and Caltrans District 3 staff to ensure mutual understanding of the intended purposes, objectives, milestones and deliverables of the project. Mark Thomas will distribute a master Critical Path Method (CPM) schedule as a draft for review by the PDT. The draft CPM schedule will then be updated using comments received from the PDT. The CPM schedule will be updated at major project milestones and will be prepared using Microsoft Project software.

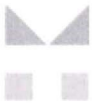
Meetings will generally be held centered on or near key project milestones. Mark Thomas will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including the recap of actions to be taken prior to the next meeting. This scope assumes a PDT meeting once per month until the project is completed for a total of 12 PDT meetings. GPA will hold one (1) Kick-off meeting face to face followed by four (4) conference call meetings by phone.

#### Task 1.3. Quality Assurance/Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of regularly scheduled plan reviews, design checklists, and methods of project documentation. Specific methods for QA/QC will include:

- The Mark Thomas Quality Assurance Manager will perform an independent review of the project plans, estimates, and reports at each submittal for consistency, constructability, and accuracy.
- Design Technicians will use a "review stamp" for each round of changes which will track who commented on the plans, who checked the drafting, and when the final product was reviewed again by the design engineer.

Mark Thomas will implement and maintain these quality control procedures during the preparation of plans and documents throughout the project.



### **TASK 1 DELIVERABLES:**

- Meeting Agendas and Minutes (12 Meetings)
- Monthly Status Reports
- CPM Master Schedule, Updated Monthly

## **TASK 2. TOPOGRAPHIC SURVEY AND MAPPING**

### **Task 2.1. Control Surveys**

Project control will be based on the California State Plane Coordinate system (CCS83), Zone 2, and vertically based on NAVD88. Horizontal values will be derived from static GPS observations to local NGS stations. Vertical values will be established by differential level run along Oro Dam Boulevard and Olive Highway based on NGS vertical benchmarks, unless other project control and datum is provided. It is assumed set project control will not be required to go through Caltrans review.

### **Task 2.2. Record Level Right of Way Mapping**

Record research will be performed to locate recorded maps including, right of way maps, records of survey, corner records, and other official maps of record necessary to determine the right of way within the project area (approximately 3.6 miles). Right of way Lines as shown on record maps in the area will be plotted. The location of the right of way lines will be based solely on record mapping and a best fit of the line work based on the topographic data and/or monumentation found during the topographic survey. Time is not included to find physical evidence necessary to resolve the parcel lines. No Title reports or plotting of easements is included in this scope of work.

### **Task 2.3. Supplemental Topographic Surveys**

Mark Thomas will conduct topographic surveys to supplement existing topographic data provided by Ben-en and conducted by Unico. Mark Thomas will verify the provided topographic survey by collecting a sample of spot shots within the provided topographic area but assumes the topographic data provided is accurate and suitable for design and takes no liability for errors or inaccuracies in the provided topo data. If any conflicts are discovered, the design team will be notified, and a path forward will be discussed. Mark Thomas will use existing provided datum and project control.

Supplemental topographic survey will be conducted along Oro Dam Blvd. (Hwy 162) between Hwy 70 southbound ramps and Feather River Blvd. also along Olive Hwy between Lower Wyandotte Rd. and Foothill Blvd. including approximately 430 LF along Lower Wyandotte Rd., and approximately 100 LF along Lincoln St. in the City of Oroville, California.

Topographic surveys will be performed using a combination of standard cross-sectioning techniques, intermediate survey ties, break lines and spot elevations using conventional total station methods, GPS and terrestrial scanning within the project limits to generate a digital terrain model (DTM).

Surveys will be conducted in areas described above designated as the following design improvements:

- 10' Multi-use Pathway (Approx. 760 LF)
- Sidewalk Gap Closure (Approx. 3750 LF)

Surveys will be limited to existing fence line or approximate right of way, and edge of traveled way. Data collected will include back of walk, curb and gutter, edge of pavement, edge of traveled way, above ground surface visible utilities. No underground facility locating is included for this scope of work. No crown of road is included in this scope. Up to one additional shot per cross section will be collected within the roadway to produce roadway cross slopes.

## Task 2.4. Orthoimagery

Mark Thomas will coordinate with subconsultant Quantum Spatial (QSI) to establish flight control for Digital Orthophotography. QSI will adjust flight parameters to collect imagery with a native pixel size (ground sample distance) to meet 3" (7.5 cm) pixel resolution. Overall flight tolerances will be set to industry standards to support engineering accuracies and orthophotography specifications for design, utilizing the most nadir portion of each image to minimize lean effects inherent with photography. Photos will be collected during peak sun angles for the day (sun angle of  $\geq 30^\circ$ ), under clear conditions with no clouds or cloud shadows. Images will be clipped to the approximately 300 feet past the existing edge of pavement (both sides of road) within the project limits. It is assumed set flight markers will not be required to go through Caltrans review.

## Task 2.5. Utility Mapping

Mark Thomas will perform research at the City, County, State, utility companies and other agencies to obtain as-builts and record maps of the project limits. This includes preparation and mailing of the Utility "A" letter upon City approval. Mark Thomas will obtain utility mapping from utility companies and develop a utility base map. A Utility Matrix will be created to track discussions and data received from utility agencies.

Mark Thomas, with City staff, will perform a walking audit prior to concept development and 30% plans to identify anticipated ADA upgrades at intersections and driveways along the corridor. This effort will define the limits of ADA improvements to be included in the final design plans.

### TASK 2 DELIVERABLES:

- AutoCAD C3D file with planimetric and DTM
- Topographic Survey point file in ASCII (PNEZD) format
- AutoCAD C3D file with Right of Way lines
- 4-band Color Orthophotos, tiled, TIF/TFW format fixed to CCS83, Zone 2.
- Utility Base Mapping

## TASK 3. ENVIRONMENTAL STUDIES AND DOCUMENTATION

### Task 3.1. Preliminary Environmental Study (PES)

At project initiation, GPA will work closely with the design team and the City to define a project description and delineate a project study area sufficient to support the completion of the Preliminary Environmental Study (PES) form. The project description will identify the project purpose and need, project objectives, project components, project location, and timing of the project. GPA will perform a review of available information to ensure that all pertinent information related to the existing site is considered.

Once all the necessary information is gathered and reviewed, GPA will prepare a PES Form and provide it to the City for their submittal to Caltrans. It is anticipated that Caltrans will require a field review of the project site during the PES process, which GPA will attend.

### Task 3.2. NEPA Technical Studies

The following technical studies are anticipated to be required from Caltrans through the NEPA process. If Caltrans identifies the need for preparation of additional technical studies as part of the PES and/or Caltrans review process, GPA will complete these studies under a separate scope of work.

#### Task 3.2.1. Visual Impact Assessment Technical Memorandum



GPA assumes that the project will have negligible impacts on visual resources and that a Visual Impact Assessment (VIA) Technical Memorandum will be the appropriate level of documentation to support the NEPA analysis. The VIA Memo will be prepared in accordance with the Caltrans SER. The memo will describe the existing visual setting and analyze visual impacts resulting from the project. GPA will summarize the results of the analysis in a technical memorandum that will outline the existing setting, project impacts, and recommended minimization measures, if necessary. GPA assumes that visual simulations will not be required for the project.



**Task 3.2.2. Temporary Occupancy Memo (Section 4f)**

As the project includes the addition of a bicycle path to connect to an existing path, if required by Caltrans, a Section 4(f) Temporary Occupancy Technical Memorandum (for signature by the Parks Department, or whichever local agency maintains the bike path) would be required in order to document that the project would not adversely affect the existing bike path. GPA will draft the required notification for the Parks Department as well as a template letter for signature. Caltrans District 3 will contact the Parks Department in order to obtain concurrence.

**Task 3.2.3. Initial Site Assessment**

Crawford & Associates, Inc. (CAInc) will provide an Initial Site Assessment (ISA) to evaluate the project corridor and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project. Crawford & Associates will coordinate and obtain the following permits necessary to complete our field work: City Encroachment Permit. We assume that the City of Oroville will waive their encroachment permit fee.

**Task 3.2.4. Location Hydraulic Study Form and Summary Floodplain Encroachment Report**

Preliminary research has identified that a portion of the project (i.e., the bicycle path connection) would be located within a 100-year flood zone and is also within a Central Valley Flood Protection Board "Designated Floodway". Because of this, it is anticipated that a Location Hydraulic Study (LHS) and Summary Floodplain Encroachment Report (SFER) would be required for the project. As part of the GPA Team, Avila and Associates will provide services to complete an LHS and SFER for the proposed project in accordance with 23 CFR 650.113. The GPA team will transmit the draft reports to Caltrans on behalf of the City, respond to one round of Caltrans comments, and coordinate with Caltrans to obtain Caltrans approval and signatures on the final reports.

**Task 3.3. Notice of Exemption/Categorical Exemption**

It is assumed that the project would qualify as categorically exempt from CEQA under either CEQA Guidelines Section 15301: Existing Facilities or Section 15304 Minor Alterations to Land. GPA will prepare a Notice of Exemption (NOE) for the City's use in documenting the categorical exemption after project approval. The NOE will include all elements as required pursuant to CEQA Guidelines Section 15062 and will include supporting documentation demonstrating the project's compliance with the requirements of a CEQA CE. GPA assumes that the City will file the NOE with the Butte County Clerk's Office and pay applicable fees. GPA will file the NOE with the California State Clearinghouse.

**TASK 3 DELIVERABLES:**

- One (1) electronic copy and two (2) hard copies of the PES.
- One electronic copy and up to one hard copy will be provided of the Visual Impact Assessment Technical Memorandum.
- One electronic copy and one hard copy of the Section 4(f) Temporary Occupancy Technical Memorandum
- Draft and Final Initial Site Assessment (ISA)
- One (1) electronic copy and two (2) hard copies of the LHS and SFER
- One (1) electronic copy of the Notice of Exemption and supporting documentation for City's use in filing with the Butte County Clerk's Office. One (1) electronic copy of the Notice of Exemption filed with the California State Clearinghouse.



## TASK 4. PUBLIC AND STAKEHOLDER OUTREACH

Mark Thomas and AIM will assist the City with the public outreach associated with the project.

### Task 4.1. Stakeholder Database and Outreach Management

AIM will provide strategic advice and counsel, review study materials and reports, and monitor team communications. In addition, AIM will attend a project kick-off meeting in person and up to four regular Project Design Team (PDT) meetings by phone. AIM will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest. AIM will work with the City and other consultants on the team to further identify key stakeholders.

### Task 4.2. Public Workshops (2)

AIM will facilitate, plan, and coordinate two public workshops throughout the project's duration. AIM will secure the workshop venues, which will be located in and near the project area, develop a run of show for the workshops, and provide all workshop supplies. In coordination with the City and design team, AIM will design and develop informational materials to present and obtain input on proposed active transportation improvements. These materials may include but are not limited to board displays, fact sheets, comment cards, and sign-in sheets. Attendees will be asked to sign in and provide their contact information and will be added to the notification distribution list. AIM will record all comments and questions from the workshop and take photographs. AIM will then provide the City and project team with a comprehensive summary of the workshops.

AIM will develop and implement a comprehensive notification plan to ensure each public workshop is well-advertised by partnering with key stakeholders including local schools and businesses. AIM will also coordinate with the City and their existing communication channels to disseminate information and ensure that the community is informed throughout the study's duration. AIM will design and develop notification materials which may include but are not limited to electronic flyers and posters, social media content, and webpage updates.

### Task 4.3. Property Owner Coordination Meetings

AIM will plan and coordinate up to six (6) focus group meetings with adjacent property owners nearby the project area. The focus group meetings will take place early on in the project process and provide an opportunity for the City and design team to introduce the project and discuss access points, driveway locations, and potential opportunities and challenges as they relate to proposed active transportation improvements in the area. AIM plans to schedule the focus group meetings over the course of several days.

AIM will schedule and coordinate the meeting venues, which will be located in and near the project area and provide a meeting supplies checklist for the City to use. In coordination with the City and project team, AIM will design and develop an agenda, facilitation plan, and informational project fact sheet for the City to use at the meetings. The City and Mark Thomas will be responsible for attending and facilitating the meetings, as well as providing all printed materials, equipment, and supplies.

### Task 4.4. City Council Presentations

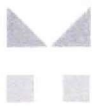
Mark Thomas, along with the City of Oroville, will coordinate and prepare a presentation to the City Council. This task includes time to prepare presentation and any visual aids needed for meeting.

## TASK 5. UTILITY COORDINATION

## Task 5.1. Prepare Conflict Mapping

Mark Thomas will build on the coordination performed in Task 2.3, which includes:

- Utility “B” Letter – Maps showing the utility mapping and the proposed improvements will be sent to the utility companies for verification.
- Utility “C” Letter – Final plans along with a letter will be sent to the utility companies showing the existing utilities and the final design.



## Task 5.2. Utility Coordination Meetings

Based on utility conflict mapping, Mark Thomas will coordinate meetings with utility owners to determine the correct conflict resolution. Utilities along the corridor consist of overhead joint utility poles, underground gas, water, and storm drains. We will work with the utility owner to determine liability and time frame on relocations.

## Task 5.3. Prepare Caltrans LAPM Utility Certification Documentation

In order for the City to obtain their right of way certification for their E76, they must complete the Caltrans LAPM Utility Coordination Process, and all forms associated with it. Mark Thomas will complete the Notice to Owner, Report of Investigation, and any Utility Agreements needed for all utilities within the limits of the project corridor. Mark Thomas will coordinate this utility package with Caltrans and ensure that everything is included that is needed to receive a signed right of way certification before bidding.

### TASK 5 DELIVERABLES:

- Utility “B” Letters
- Utility “C” Letters
- Notice to Owner (14-D)
- Report of Investigation (14-E)
- Utility Agreements (14-F), if required for any relocations

## TASK 6. PLANS, SPECIFICATIONS AND ESTIMATE

### Task 6.1. Preliminary Design

We will prepare preliminary (30%) concept plans for the Project based on Caltrans and City standards and guidelines. The concept plans will include review of design features (such as lane widths, bike lane locations, buffer widths, sidewalk gap closures, mid-block crossing treatments, intersection modifications, and preferred trail alignments) and will be shared with the City for feedback. Refinements will be made during the PS&E task. Plan sheets will be prepared at 1”=40’.

#### Task 6.1.1 Storm Water Data Report

Mark Thomas will prepare a Storm Water Data Report summarizing the Project impacts to water quality, general minimization measures, and recommended best management practices (BMPs). The report will address only the impacts from the roadway improvements, and will utilize current Caltrans standard checklists.

#### Task 6.1.2 Roadway Drainage Memo

Mark Thomas will prepare a Roadway Drainage Memo that will summarize the findings from the Storm Water Data Report and provide recommended drainage inlet spacing and spreadwidth calcs for the Project.

### TASK 6 DELIVERABLES:

- 30% Concept Plans
- Storm Water Data Report
- Roadway Drainage Memo

### Task 6.2. 65% PS&E

Mark Thomas team will build upon the 30% plans and prepare draft construction documents for the Project using Caltrans and City standards and guidelines. The PS&E package will be submitted to the City for review. The plans will include the following sheets:

DESCRIPTION	SCALE	SHEET COUNT
Title Sheet	n/a	1
Typical Cross Sections	n/a	2
Key Map and Control	n/a	1
Project Control	n/a	1
Layouts	1"=40'	13
Temporary Water Pollution Control	1"=40'	13
Construction Details	Varies	4
Drainage and Utility Plans	1"=40'	13
Drainage and Utility Profiles	1"=10'	4
Drainage and Utility Details	Varies	4
Traffic Handling Plans	1"=10'	13
Traffic Handling Quantities	n/a	1
Signing and Striping Plans	1"=40'	13
Signing and Striping Quantities	n/a	1
Summary of Quantities	n/a	1
Electrical Plans, Quantities and Details	Varies	8
<b>Total Roadway Sheets</b>		<b>93</b>

### Task 6.3. 95% PS&E

Following the 65% PS&E submittal, the Mark Thomas team will revise the plans based on comments from the City and Caltrans. Mark Thomas will prepare the contract documents using the City’s standard boilerplate. This task will include the effort needed to obtain final design approval and produce the final construction documents.

### Task 6.4. 100% PS&E

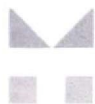
Following the 95% PS&E submittal, the Mark Thomas team will revise the plans based on comments from the City and Caltrans. Final plans, specifications, and estimate will be produced for bidding purposes.

### Task 6.5. Request for Authorization Package

Mark Thomas will prepare/complete Caltrans local assistance procedure form 3-D, Request for Authorization to Proceed with Construction. Additional local assistance forms required as a part of form 3-D will also be completed and combined for the project to create the RFA Package to submit to Caltrans. The City will assist Mark Thomas in providing information needed to complete the forms.

### TASK 6 DELIVERABLES:

- Preliminary Concept Plans (30%) - Full Size PDF's or Hard Copies as Needed
- Plans (65%, 95%, 100% Submittals) – Full Size PDF's or Hard Copies as Needed
- Special Provisions (95% and 100%) – MS Word
- Construction Cost Estimate (60%, 95%, and 100%) – MS Excel
- Request for Authorization for Construction Package (all required forms)



## TASK 7. PERMITTING

### Task 7.1. Permits to Enter and Construct

It is anticipated that Permits to Enter and Construct (PTE's) will be required along the project corridor. From previous project experience, sidewalk gap closures usually require driveway reconstruction in order to tie into adjacent properties. Mark Thomas will require PTE's to enter parcels outside the right of way in order to construct new project improvements. Mark Thomas will support the City in acquiring signed PTE's by providing exhibits and letters for the City to send.

### Task 7.2. Caltrans Encroachment Permit(PEER)

Mark Thomas will prepare a PEER document for project approval of the improvements along the SR 162 corridor. It is assumed that one (1) round of plan review will be needed to have the PEER document approved.

### Task 7.3. CPUC Coordination

The SR 162 corridor has a grade separated crossing with Union Pacific Rail Road (UPRR) between Veatch Street and Lincoln Street, where SR 162 crosses underneath the rail line. Any modifications do the existing lane widths and striping (including adding bike lanes) will require coordination with the California Public Utilities Commission (CPUC) and UPRR. Modifications will require an approval using the GO 88-B Request Form. Mark Thomas will create exhibits and coordinate with CPUC and UPRR on the project and will obtain a signed Request Form for the crossing modifications.

### Task 7.4. CVFPB Encroachment Permit

According to information provided by the CVFPB and its staff, the Feather River is a Designated Floodway (DF) that has been adopted by the CVFPB, without a federal levee. Encroachments within 300 feet of a DF require a CVFPB Encroachment Permit. Construction of bicycle/pedestrian trails from SR 162 to existing trails in Riverbend Park may require a CVFPB Encroachment Permit. To support acquisition of an Encroachment Permit, GPA will an application package for submittal to CVFPB, which would include:

- 3615 Form – Application for a Central Valley Flood Protection Board Encroachment Permit;
- 3615a Form – Environmental Assessment Questionnaire for Applications for Central Valley Flood Protection Board Encroachment Permits;
- Regional and Vicinity Maps;
- Photos of project site;
- CEQA documentation.

Following submittal of the Application Package, GPA will coordinate with CVFPB to respond to questions and support their issuance of the Encroachment Permit. It is anticipated that issuance of the Encroachment Permit would take up to one year from the time that the Application Package was submitted to CVFPB.

### TASK 7 DELIVERABLES:

- Property Impact Exhibits/Signed Permit to Enter and Construct
- GO-88B Application
- Caltrans Encroachment Permit (PEER Process)
- CVFPB Encroachment Permit Application

## TASK 8. BIDDING AND CONSTRUCTION ASSISTANCE

### Task 8.1. Bidding Assistance

We will provide assistance to the City during the bidding process of the project. Work may include answering bid inquiries from prospective bidders, attending pre-bid meetings, and preparing addenda to the PS&E documents during the advertisement period. Mark Thomas has provided a “budget” amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

### Task 8.2. Construction Assistance

We will provide assistance to the City during construction of the project. The work may include responding to Requests for Information (RFIs) by the contractor, providing consultation and interpretation of the contract documents, preparing Contract Change Orders (CCOs), reviewing shop drawings, and attending construction meetings and field visits. Mark Thomas has provided a “budget” amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

### Task 8.3. As-Built Drawings

Upon completion of construction and during project closeout, Mark Thomas will prepare record drawings from a redlined set (provided by the City) documenting revisions to the final conformed bid set for City records.

#### TASK 8 DELIVERABLES:

- Record Drawings (As-Built) in Electronic Format

## OPTIONAL TASKS

### Optional Task 6.2.1 Signal Modification at SR 162/Feather River Blvd

Y&C will obtain electronic base plans and as-built signal plan for the Oro Dam Blvd (SR 162)/Feather River Blvd intersection from Mark Thomas and verify them in the field. Based on the obtained information, Y&C will prepare 65%, 95%, and 100% traffic signal modification plans, specifications, and cost estimates (PS&E) for the SR 162/Feather River Blvd intersection, which will reflect widening on the southwest corner to add an eastbound RT lane.

### Optional Task 6.2.2 Signal Modifications for Upgrading Detection Loops, APS's, and Push Buttons

Y&C will obtain electronic base plans and as-built signal plan for the following intersection from Mark Thomas and verify them in the field:

- SR 70 SB Off-ramp/SR 162 (Oro Dam Road)
- SR 70 NB Off-ramp/SR 162
- SR 162/5<sup>th</sup> Street
- SR 162/Veatch Street
- SR 162/Lincoln Street
- SR 162/Meyer Street
- SR 162/Washington Ave-Olive Hwy
- Oro Dam Rod/Oroville Quincy Hwy
- Olive Hwy (SR 162)/Medical Center Drive
- Olive Hwy/Lower Wyandotte Rd





- Olive Hwy/Foothill Blvd

Based on the obtained information, Y&C will prepare 65%, 95%, and 100% traffic signal modification plans, specifications, and cost estimates (PS&E) for these intersections. The signal modifications will include installation of Type D detector loops for bike lanes and vehicle lanes to pick up bike detection (or using video detection system if approved by Caltrans), upgrade pedestrian pushbutton assemblies (PBA) to accessible pedestrian signals (APS), upgrade pedestrian signal heads to “count-down” type, and re-install PBA posts/conduits/pull boxes due to construction of curb ramps. It is assumed that all existing major mastarm signal poles will remain.

**ASSUMPTIONS AND EXCLUSIONS**

- PTE'S Will be letters only. Mark Thomas will not negotiate or discussion compensation.
- Potholing may be required to install new drainage facilities for the project. It is assumed that Mark Thomas can prepare utility base mapping and determine the need for potholing at a later date.
- As-builts will be provided by City/Caltrans.
- PEER Project Approval. A Project Report is not assumed at this time.
- No SWPPP/SMARTS Support needed from Mark Thomas
- Design Files for BTA Project Provided by City.
- The City will be responsible for securing the workshop venues, including obtaining insurance certificates.
- The City will responsible for printing and distributing all notification materials such as fliers and posters, as well as posting social media updates to the City's existing communication channels.
- No hydraulic modeling will be completed as part of the proposed project.
- No insurable structures will be impacted by the proposed project.
- Assume that the project will not cause a significant encroachment into the floodplain or a change in the water surface elevation. No FEMA coordination, or Conditional Letter of Map Revision (CLOMR) will be required.
- No Central Valley Flood Protection Board (CVFPB) coordination will be required.
- Avila will complete and sign the forms for items 3, 4, 5, 7 and 9 of the Location Hydraulic Study Report. Others will sign 1, 2, 6 and 8.
- The project area is outside of a federal levee and authorization from U.S. Army Corps of Engineers 408 Division would not be required. The Encroachment Permit would be processed and approved under CVFPB's Executive Officer Delegation and would not require full Board hearing and approval. Hydrology and Hydraulic Analysis would not be required. If a Local Maintaining Agency (LMA) has jurisdiction over the project site, the LMA would endorse the encroachment without conditions.
- Phase 2 ADL testing is not included in this scope. This item will be revisited upon completion of the ISA.
- No title reports will be required.
- No traffic control required for topographic surveys.
- No boundary resolution is included with this scope



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASST COMMUNITY DEVELOPMENT DIRECTOR**

**RE: RAINFOREST ART PROJECT AGREEMENT FOR THE ART WALL  
ALONG TABLE MOUNTAIN BLVD.**

**DATE: NOVEMBER 15, 2022**

### SUMMARY

The Oroville City Council will consider a three-year agreement with the Rainforest Art Project for the Great Feather River Mosaic Murals Project along Table Mountain Boulevard.

### DISCUSSION

On November 5, 2019, received a presentation from the Rainforest Art Project group for a series of proposed projects in and around Oroville that will include participation of Oroville's schools to create the artwork. On August 9, 2022, the Rainforest Art Project presented their Table Mountain art wall proposal to the Oroville Arts Commission. Again, on September 20, 2022, the City Council received a focused presentation from the Rainforest Art Group of a series of sixty mosaic panels to be inset in the CMU wall adjacent to the pedestrian path of travel that tell the story of the great Feather River.

The three-year project is estimated at \$150,000 per year for a total of \$450,000. The funding will be partially funded from the Art in Public Places funding at \$50,000 per year. This funding is received from all new no-residential development at a rate of 1% of the construction value. Additionally, the remaining \$100,000 per year will come from the RDA Bond Proceeds.

Within the six hundred feet of wall, the project will illustrate a colorful mosaic of the 200-mile odyssey of the Feather River. The goal of the project is to create an opportunity for the community's students to participate in the creation of the panels while learning about the Feather River. The intended outcome is a project that tells a story and builds a sense of pride and ownership in those who participated in its creation meeting the goals of Arts in Public Places.

### FISCAL IMPACT

Capital Projects Proceeds Fund 303, \$150,000 annually for three years. Beginning Fund Balance at 7/1/22 in this fund was \$600,539.

**RECOMMENDATION**

Staff recommends approval of the project agreement and funding allocation.

**ATTACHMENTS**

Project Overview & Budget  
Project Agreement No. XXXX and associated Exhibits



(619) 236-0068

2169 National Ave., San Diego, CA 92113

1951 Locust Street, Chico, CA 95928

[www.rainforestartproject.org](http://www.rainforestartproject.org)

## THE GREAT FEATHER RIVER MOSAIC MURAL PROJECT

### Overview

The Great Feather River Mosaic Mural Project on Table Mountain Blvd. will be extraordinary in its scale and scope, with nearly six hundred feet of mural wall illustrating the dramatic journey of the Feather River, from its headwaters high in the mighty Sierra Nevada and Southern Cascade mountains to its convergence with the Sacramento River. The City of Oroville and the Feather River have shared an extraordinary and intimate history, and these murals will be a testimonial of appreciation for the abundance that this mighty river bestows upon our community.

There will be sixty murals in total, with the grade of the sidewalk representing the flow of the Feather River. The first murals at the top of the hill will represent the headwaters of the river, high in the mountains, along with its flow through Sierra Meadows, which are the largest Alpine Meadows in the continental United States. This region is known for its tremendous biodiversity, with many species of birds stopping there on their migratory journey. There will be murals representing all four tributaries, as they cascade down stunning falls and rapids prior to entering Lake Oroville. The lower portion of the mural wall, as you get closer to the river and hatchery, will represent the lake and the river as it works its way through Oroville into the valley.

The river is the thread that ties all sixty murals together, and as one walks from one end to the other, they will gain a great appreciation for the nature and beauty of each dynamic region. Within these 600 feet, we will beautifully illustrate in a lasting and colorful mosaic the entire two-hundred-mile odyssey of our magnificent Feather River.

In addition to featuring the spectacular journey of the river, murals will accurately display a dazzling variety of flora and fauna that are dependent on its rich waters. From the twenty-plus fish species that call this river home, to exotic critters such as the Sierra Nevada Yellow Legged Frog and the Long-toed Salamander. Also included in this wide variety of wildlife are river otters, ash-throated flycatchers, warblers, phoebes, and numerous waterfowl species.

## Objective

The main objective is to involve as many students as possible, along with a broad base of support to create a wholly unique and extraordinary community art project. This will not be a patchwork of individual pieces, but rather an organized and structured project that tells a story, with beautiful characters and vivid continuity from start to finish. As with all Rainforest Art Projects, the most valuable outcome is the sense of pride and ownership that youngsters experience, as they become stakeholders in their community. We will publish an introductory coloring book, along with reference sheets for students to better understand the river and its riparian flora and fauna. Special presentation packages will be hand delivered to local school principals explaining the project, and how they can be involved. The Rainforest Art Project artisans will hold workshops with students and teachers to explain the theme and incorporate student drawings into the final designs, to assure that there is continuity as the river works its way from one mural to the next. Once the final designs are ready for fabrication, Rainforest artisans and volunteers will return to the classrooms to work with students on the mosaics. Engraved plaques will be placed within each mural to explain which part of the river it represents and to credit the creators and sponsors. Final assembly of individual plant and animal mosaics into the larger “river” mural will take place at the Rainforest Art Project Center in Chico, or appropriate workspace in Oroville.

## Logistics

The sixty mural project will be divided into three phases, each requiring one year, with twenty murals per year. There will be ongoing research as we proceed with the project, which will involve field work and photographs along with outreach to knowledgeable organizations, such as:

- Department of Fish and Wildlife
- Department of Water Resources
- Feather River Conservancy
- Sierra Club
- Audubon Society

Because of the scale of this project, we will be reaching out to various community organizations for their participation. These will include Brush Strokes, the Oroville Senior Center, Women’s Clubs, Rotary Clubs etc. We will be training volunteers to act as mentors in the classrooms.

## **Sponsors**

We have already had requests for sponsorship. Working with the City of Oroville, we will develop a program where businesses or organizations may make a contribution to the program by sponsoring a mural.

## **Educational Materials**

- **Introductory Package:** to go to principals and organizations explaining how they may be involved.
- **Coloring Book:** This will explain the scope of work and give kids an opportunity to familiarize themselves with the river and its flora and fauna.
- **Reference Supplements:** These will provide photos and more detail into the specific part of the river that the students will be working on.
- **Instructional Videos:** These will help students and mentors understand the technical “how to’s”.

City of Oroville					
The Great Feather River Mosaic Murals Project. 2022-2025					
Proposal Budget					
60 murals, approximately 12 sq.ft each					
<b>Expenses</b>	<b>Total cost</b>				
<b>LABOR &amp; SERVICES</b>					
<b>TASK 1 - Design</b>					
<b>Design</b>					
Concept drawings & mock up for the mosaic murals	\$2,360				
Design templates for students, custom visual aids and inspiration resources for the design sessions	\$3,210				
Educational & design workshops for participating teachers, students & community members	\$4,200				
Introductory coloring book & presentation packages for schools	\$2,960				
Final designs for 60 murals, including revisions to incorporate student designs into a professional layout	\$18,000				
<b>Engineering</b>					
Technical specifications, production files and patterns for 60 mosaic murals	\$9,600				
<b>TASK 2 - Mosaic Fabrication</b>					
60 Mosaic Murals: professional detailing and assembly	\$178,560				
Preparing all the mosaic materials and supplies for the student & community hands-on workshops	\$25,200				
<b>TASK 3</b>					
<b>Professional training and skills development</b>					
Professional development sessions for participating teachers, volunteers and community members	\$9,800				
Hands-on Mosaic workshops with students	\$22,200				
<b>TASK 4</b>					
<b>Installation</b>					
60 Mosaic Murals shipping & installation services	\$34,300				
<b>TASK 5</b>					
Administration and project coordinating, including scheduling student workshops & professional training for the participants; setting up the Makers Spaces for the hands-on workshops.	\$14,700				
<b>MATERIALS</b>					
60 Mosaic Murals - Stained glass & custom mosaic tiles, prepared for student participation	\$98,600				
60 Mosaic Murals - Mosaic substrate, adhesive and finishing materials for mosaic	\$15,600				
Installation materials and supplies, misc. tools & hardware	\$10,800				
<b>GRAND TOTAL</b>	<b>\$450,090</b>				



**PROJECT AGREEMENT**  
**(Oroville Arts Beautification Agreement No. 3435)**

This Agreement for art project ("Agreement") is made and entered into the 1st day of November, 2022, by and between City of Oroville, 1735 Montgomery Street, Oroville, California and Dan Evers of the Rainforest Art Project ("Artist"), San Diego, California.

**1.00. General Provisions**

1.01. Purpose of Agreement. City owns right of way land and the pedestrian access along the west side of Table Mountain Boulevard from northern entrance of Riverview Terrace Dr. to the Southern entrance of River Terrace Drive, in, Oroville, California ("Property"). City is providing funds from **Redevelopment Agency Bond Proceeds** and the City's Art in Public Places/Oroville Beautification Fund for the cost associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces.

1.02. Agreement Price. The project is proposed as a three-year project at an estimate of \$150,000 annually for a total of \$450,000 ("Agreement Price"). Artist shall be paid the amount of One Hundred Fifty Thousand dollars (\$150,000) annually for the performance of the work required by the Agreement. The Agreement Price is based on a proposal made by the Artist, and accepted by City Council on November 15, 2022, ("Artist's Budget" attached here to as Exhibit "A").

1.03. Statement of Work. Artist shall furnish all labor, material, supplies, machinery, equipment, permits and services and shall perform and complete in a satisfactory and workmanlike manner the artwork on the Property as described in the Agreement Documents.

1.04. Time of Commencement and Completion.

- (a) Artist shall commence the project within ten (10) days from the execution of this Agreement and shall satisfactorily complete the work no later than December 31, 2025.
- (b) In making the agreement to complete the work no later than December 31, 2025, Artist has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (c) Excusable delays shall consist of: fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Artist, or by any other cause beyond the reasonable control of Artist; provided that Artist shall notify the City/Arts Commission in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (d) If the Artist is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.
- (e) Time is of the essence of this Agreement.

1.05. Agreement Documents. This Agreement shall consist of the general terms, conditions and references contained herein and the following documents:

- Artist's Proposal (Project Overview & Budget): Attached as Exhibit "A"
- Ordinance No. 1798 Public Art / Oroville Beautification: Attached as Exhibit "B"

1.06. Method of Payment. The City of Oroville will provide reimbursement for costs of an approved Grant Agreement as stipulated.

- (a) All payments are paid on a reimbursable basis. Artist's will submit an invoice with appropriate proof of payment (canceled checks, etc.) The Fund Administrator will verify submittals. Once funds are received by the Fund Administrator the Artist will be issued a check.

1.07. Accounting Requirements. The Artist must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, timecards, canceled checks, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

1.08 Records Retention

Project records must be retained for a period of three (3) years after final payment is made by the Fund Administrator. All project records must be retained by the Artist at least one (1) year following an audit. Artists are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one (1) year following an audit. A Project is considered complete upon receipt of final grant payment from the Fund Administrator.

1.09. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Agreement shall be made without the prior written consent of the City/Arts Commission.

1.10. Indemnification. Artist expressly agrees to defend, indemnify and hold harmless City/Arts Commission from any and all claims, suits, damages and actions of any kind or description resulting from any act or omission of Artist (or any agent, employee, or servant thereof) in performance of this Agreement, except where caused by the active negligence, sole negligence or willful misconduct of the City/Arts Commission. Artist waives any and all right to any type of express or implied indemnity against the City/Arts Commission and its officers and employees.

1.11. Conflict of Interest. Artist states that no present or former member or officer of the City/Arts Commission staff, and no employee of the City who formulates policy or influences decisions with respect to the Art in Public Places / Oroville Beautification program, had or will have any direct or indirect interest, during his or her tenure or for one year thereafter,

in this Agreement or in any proceeds or benefits arising from this Agreement.

1.12. Site Visits. The Fund Administrator, or designee, will make periodic visits to the Project site, including a final inspection of the site. The Fund Administrator, or designee, will determine if the work is consistent with the approved Public Art Beautification Project Scope and ensure compliance with signage requirements that identify the project as a Public Art / Beautification Grant.

1.13. Termination.

(a) City Council may terminate this Agreement at any time by a notice in writing to Artist. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims. Upon receipt of such notice, Artist shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this Agreement.

(b) Upon termination of the Agreement City Council will reimburse Artist for any expenses incurred prior to the notice of termination. Upon termination of this Agreement for its breach by Artist, the Agreement Price shall be reduced by the amount of any and all claims which City Council may have against the Artist for damages incurred by the City Council as a result of the breach, including the cost to City to have the work remaining under the Agreement completed by another Artist. Such damage shall also include any reasonable attorney's fees and other costs incurred by City Council in effecting the termination of the work. Any Agreement funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Artist but not yet paid by the City on the date of the termination, may be applied by City Council to the damages which were incurred as a result of the Artist's breach. The balance remaining, if any payable to the Artist. If Agreement funds as indicated above are insufficient, the Artist shall be liable for any unpaid balance.

1.14. Written Notice. Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to:

(a) Artist at the following address:

Dan Evers  
2169 National Avenue  
San Diego, CA 95928

(b) The City at the following address:

City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

2.00. **ARTIST'S GENERAL OBLIGATIONS.**

Artist shall provide the following:

2.01. Insurance: Prior to commencing any construction, furnish certificates of insurance to City Council evidencing insurance coverage as shown in Exhibit "B".

- 2.02. Bond: Prior to Commencing any construction, Artist must furnish a payment bond to City Council for one hundred percent (100%) of the work under this Agreement in a form acceptable to the City Attorney.
- 2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the RDA) necessary for the completion and execution of the work to be performed.
- 2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Agreement Documents.
- 2.05. Maintenance of the Property:
- (a) At all times keep the Property free from accumulation of waste material or rubbish caused by Artist's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.
  - (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Agreement.
  - (c) Replace glass damaged or broken by Artist's operation. Upon replacement, remove all labels and wash and polish glass on both sides.
- 2.06. LOSS OF FUNDING. The following are examples of actions (some or all may apply) that may result in the Artist's loss of funding.
- Artist fails to sign the Grant Contract within the thirty-day time period as specified in the Grant Contract.
  - Artist withdraws from the grant program.
  - Artist fails to complete the funded Project within the agreed upon time frame.
  - Artist fails to submit all documentation within the time periods specified in the Grant Agreement.
  - Artist is unable to acquire any required permits.
  - Artist changes Project Scope, without prior approval from the Arts Commission.

If loss of funding occurs the Artist must return any advanced funds, plus accrued interest (at the current saving rate offered by banks) to the City of Oroville.

### 3.00. **GENERAL OBLIGATIONS**

- 3.01. There shall be no changes, additions, or deletions to this Agreement or the Agreement Documents without prior written approval of the Artist and City/Arts Commission. Any change orders must be signed by the Artist and the City/Arts Commission.
- 3.02. City/Arts Commission shall cooperate with the Artist to facilitate the performance of work.

#### 4.00. **ACCEPTANCE/PROJECT CLOSEOUT**

- 4.01. Joint Inspection: Upon receipt of a written notice from Artist that the work is ready for final inspection and acceptance, Artist and representatives of the City Council shall meet at the Property. If deficiencies are noted, Artist shall be responsible for correcting the items identified prior to filing a Notice of Completion or receiving final payment.
- 4.02. Notice of Completion: When the work has been completed in conformity with the Agreement Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the representative of the City Council, the City Council shall accept the work by signing a Notice of Completion. This Notice of Completion shall be recorded by the representative of the City Council in the office of the county recorder of the county in which the Property is located.
- 4.03. Final Payment:
- (a) When the Artist submits notice to the City Council that the work is ready for final inspection, Artist shall also submit a request for final payment containing all of the information required by Section 1.06 (c) of this Agreement.

#### 5.00. **DISPUTE RESOLUTION**

Any dispute which arises under this Agreement, and which remains unresolved for fifteen (15) working days after the City Council has been informed in writing of the dispute by either party, shall be subject to Public Contract Code Section 20104 et seq.

#### 6.00. **MISCELLANEOUS PROVISIONS**

- 6.01. Entire Agreement: The Agreement Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.
- 6.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.
- 6.03. Governing Law: This Agreement and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 6.04. Royalties:
- (A) Artist retains all statutory and common law authorship rights pursuant to the United States Copyright Act (17 United States Code (U.S.C)), relevant California intellectual property and civil laws, and all other rights in and to the Work, except ownership and possession which shall be transferred to the City of Oroville upon Artist's completion of the Work and except as such rights are limited by this paragraph. Upon acceptance of the Work by the Rainforest Art Project, Artist grants to the City of Oroville, and their assignees an irrevocable right and license to make two-dimensional reproductions of the Work for both commercial and non-commercial purposes including, but not limited to: (i) use in advertising, brochures, media publicity and catalogs or other similar publications; (ii) use in promotional

materials; and (iii) reproductions for use in non-profit, City of Oroville fundraising activities.

- (B) The Artist acknowledges that the Work is a work for hire as defined in 17 U.S.C. §101 and the California Civil Code §987(b) (2,7) that the City is using for commercial advertising, educational purposes, and promotional purposes.
- (C) The City of Oroville will use reasonable efforts to maintain the Work on the Site, but the parties acknowledge that the Work may be subject to vandalism, graffiti tagging, fading, wear and other damage that may result in the Rainforest Art Project needing to remove the Work.

IN WITNESS WHEREOF, the City/Arts Commission and Artist have executed this Agreement.

By: \_\_\_\_\_  
Dan Evers, Rainforest Art Project

Date: \_\_\_\_\_.

OROVILLE CITY COUNCIL

By: \_\_\_\_\_  
Chuck Reynolds, Mayor

Date: \_\_\_\_\_.

# Exhibit A - Artist's Budget Proposal

City of Oroville				
The Great Feather River Mosaic Murals Project: 2022-2025				
Proposal Budget				
60 murals, approximately 12 sq.ft each				
<b>Expenses</b>	<b>Total cost</b>			
<b>LABOR &amp; SERVICES</b>				
<b>TASK 1 - Design</b>				
Design				
Concept drawings & mock up for the mosaic murals	\$2,360			
Design templates for students, custom visual aids and inspiration resources for the design sessions	\$3,210			
Educational & design workshops for participating teachers, students & community members	\$4,200			
Introductory coloring book & presentation packages for schools	\$2,960			
Final designs for 60 murals, including revisions to incorporate student designs into a professional layout	\$18,000			
Engineering				
Technical specifications, production files and patterns for 60 mosaic murals	\$9,600			
<b>TASK 2 - Mosaic Fabrication</b>				
60 Mosaic Murals: professional detailing and assembly	\$178,560			
Preparing all the mosaic materials and supplies for the student & community hands-on workshops	\$25,200			
<b>TASK 3</b>				
Professional training and skills development				
Professional development sessions for participating teachers, volunteers and community members	\$9,800			
Hands-on Mosaic workshops with students	\$22,200			
<b>TASK 4</b>				
Installation				
60 Mosaic Murals shipping & installation services	\$34,300			
<b>TASK 5</b>				
Administration and project coordinating, including scheduling student workshops & professional training for the participants; setting up the Makers Spaces for the hands-on workshops.	\$14,700			
<b>MATERIALS</b>				
60 Mosaic Murals - Stained glass & custom mosaic tiles, prepared for student participation	\$98,600			
60 Mosaic Murals - Mosaic substrate, adhesive and finishing materials for mosaic	\$15,600			
Installation materials and supplies, misc. tools & hardware	\$10,800			
<b>GRAND TOTAL</b>	<b>\$450,090</b>			

**Exhibit B - Property Owner Installation & Maintenance Agreement**

Title to all public art required by and installed pursuant to this section of Per CITY Code §17.08.135(G) on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest. (example agreement attached as Appendix F)

I hereby authorize \_\_\_\_\_, Artist, to create and install a piece of art upon acceptance of proposal and agreement of the Oroville City Council. I further agree, as the property owner, to be responsible for the custody, protection and maintenance of such works of art for the period of time agreed upon between myself and the City Council.

Address of proposed art project: City owned right of way land and the pedestrian access along the west side of Table Mountain Boulevard from northern entrance of Riverview Terrace Dr. to the Southern entrance of River Terrace Drive, in, Oroville, California ("Property").

\_\_\_\_\_  
Property Owners, Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owners, Print Name





(619) 236-0068

2169 National Ave., San Diego, CA 92113

1951 Locust Street, Chico, CA 95928

[www.rainforestartproject.org](http://www.rainforestartproject.org)

## Exhibit "A"

### THE GREAT FEATHER RIVER MOSAIC MURAL PROJECT

#### Overview

The Great Feather River Mosaic Mural Project on Table Mountain Blvd. will be extraordinary in its scale and scope, with nearly six hundred feet of mural wall illustrating the dramatic journey of the Feather River, from its headwaters high in the mighty Sierra Nevada and Southern Cascade mountains to its convergence with the Sacramento River. The City of Oroville and the Feather River have shared an extraordinary and intimate history, and these murals will be a testimonial of appreciation for the abundance that this mighty river bestows upon our community.

There will be sixty murals in total, with the grade of the sidewalk representing the flow of the Feather River. The first murals at the top of the hill will represent the headwaters of the river, high in the mountains, along with its flow through Sierra Meadows, which are the largest Alpine Meadows in the continental United States. This region is known for its tremendous biodiversity, with many species of birds stopping there on their migratory journey. There will be murals representing all four tributaries, as they cascade down stunning falls and rapids prior to entering Lake Oroville. The lower portion of the mural wall, as you get closer to the river and hatchery, will represent the lake and the river as it works its way through Oroville into the valley.

The river is the thread that ties all sixty murals together, and as one walks from one end to the other, they will gain a great appreciation for the nature and beauty of each dynamic region. Within these 600 feet, we will beautifully illustrate in a lasting and colorful mosaic the entire two-hundred-mile odyssey of our magnificent Feather River.

In addition to featuring the spectacular journey of the river, murals will accurately display a dazzling variety of flora and fauna that are dependent on its rich waters. From the twenty-plus fish species that call this river home, to exotic critters such as the Sierra Nevada Yellow Legged Frog and the Long-toed Salamander. Also included in this wide variety of wildlife are river otters, ash-throated flycatchers, warblers, phoebes, and numerous waterfowl species.

## Objective

The main objective is to involve as many students as possible, along with a broad base of support to create a wholly unique and extraordinary community art project. This will not be a patchwork of individual pieces, but rather an organized and structured project that tells a story, with beautiful characters and vivid continuity from start to finish. As with all Rainforest Art Projects, the most valuable outcome is the sense of pride and ownership that youngsters experience, as they become stakeholders in their community. We will publish an introductory coloring book, along with reference sheets for students to better understand the river and its riparian flora and fauna. Special presentation packages will be hand delivered to local school principals explaining the project, and how they can be involved. The Rainforest Art Project artisans will hold workshops with students and teachers to explain the theme and incorporate student drawings into the final designs, to assure that there is continuity as the river works its way from one mural to the next. Once the final designs are ready for fabrication, Rainforest artisans and volunteers will return to the classrooms to work with students on the mosaics. Engraved plaques will be placed within each mural to explain which part of the river it represents and to credit the creators and sponsors. Final assembly of individual plant and animal mosaics into the larger “river” mural will take place at the Rainforest Art Project Center in Chico, or appropriate workspace in Oroville.

## Logistics

The sixty mural project will be divided into three phases, each requiring one year, with twenty murals per year. There will be ongoing research as we proceed with the project, which will involve field work and photographs along with outreach to knowledgeable organizations, such as:

- Department of Fish and Wildlife
- Department of Water Resources
- Feather River Conservancy
- Sierra Club
- Audubon Society

Because of the scale of this project, we will be reaching out to various community organizations for their participation. These will include Brush Strokes, the Oroville Senior Center, Women’s Clubs, Rotary Clubs etc. We will be training volunteers to act as mentors in the classrooms.

## **Sponsors**

We have already had requests for sponsorship. Working with the City of Oroville, we will develop a program where businesses or organizations may make a contribution to the program by sponsoring a mural.

## **Educational Materials**

- **Introductory Package:** to go to principals and organizations explaining how they may be involved.
- **Coloring Book:** This will explain the scope of work and give kids an opportunity to familiarize themselves with the river and its flora and fauna.
- **Reference Supplements:** These will provide photos and more detail into the specific part of the river that the students will be working on.
- **Instructional Videos:** These will help students and mentors understand the technical “how to’s”.

City of Oroville					
The Great Feather River Mosaic Murals Project. 2022-2025					
Proposal Budget					
60 murals, approximately 12 sq.ft each					
<b>Expenses</b>	<b>Total cost</b>				
<b>LABOR &amp; SERVICES</b>					
<b>TASK 1 - Design</b>					
<b>Design</b>					
Concept drawings & mock up for the mosaic murals	\$2,360				
Design templates for students, custom visual aids and inspiration resources for the design sessions	\$3,210				
Educational & design workshops for participating teachers, students & community members	\$4,200				
Introductory coloring book & presentation packages for schools	\$2,960				
Final designs for 60 murals, including revisions to incorporate student designs into a professional layout	\$18,000				
<b>Engineering</b>					
Technical specifications, production files and patterns for 60 mosaic murals	\$9,600				
<b>TASK 2 - Mosaic Fabrication</b>					
60 Mosaic Murals: professional detailing and assembly	\$178,560				
Preparing all the mosaic materials and supplies for the student & community hands-on workshops	\$25,200				
<b>TASK 3</b>					
<b>Professional training and skills development</b>					
Professional development sessions for participating teachers, volunteers and community members	\$9,800				
Hands-on Mosaic workshops with students	\$22,200				
<b>TASK 4</b>					
<b>Installation</b>					
60 Mosaic Murals shipping & installation services	\$34,300				
<b>TASK 5</b>					
Administration and project coordinating, including scheduling student workshops & professional training for the participants; setting up the Makers Spaces for the hands-on workshops.	\$14,700				
<b>MATERIALS</b>					
60 Mosaic Murals - Stained glass & custom mosaic tiles, prepared for student participation	\$98,600				
60 Mosaic Murals - Mosaic substrate, adhesive and finishing materials for mosaic	\$15,600				
Installation materials and supplies, misc. tools & hardware	\$10,800				
<b>GRAND TOTAL</b>	<b>\$450,090</b>				

**CITY OF OROVILLE  
ORDINANCE NO. 1798**

**AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF OROVILLE BY ADDING SECTION 26-10.135 RELATING TO A PUBLIC ART / OROVILLE BEAUTIFICATION REQUIREMENT OR IN LIEU FEE EQUIVALENT FOR ALL NEW NON-RESIDENTIAL DEVELOPMENT PROJECTS**

**WHEREAS**, the City of Oroville has determined that public art is a critical element of providing a diverse and culturally rich environment to residents and visitors to Oroville that promotes the general public welfare; and

**WHEREAS**, research has shown that the arts foster economic development, revitalizes urban areas and improves the overall business climate. Additionally, a well-conceived work of art can increase the value of a development project, help to lease space more quickly, enhance the corporate image of the community, promote cultural tourism and provide a visible and lasting contribution to the community in return for the ability to build; and

**WHEREAS**, in order to ensure that public art is present throughout the community it is necessary to require that all new non-residential development in the City of Oroville include an element of public art or, where appropriate, contribute to a City fund for public art, in an amount to be determined by the City Council, in lieu of providing said art; and

**WHEREAS**, the Planning Commission takes legislative notice of court cases holding that regulations imposing aesthetic requirements through zoning enactments are valid exercises of the police power and do not constitute impermissible takings merely because they may restrict uses or impose costs in conjunction with the development of property (see, e.g., Ehrlich v. City of Culver City, 12 Cal. 4th 854, 885-886; Metromedia Inc. v. San Diego (1980) 453 U.S. 490, 508 fn. 13; Penn Central Transp. Co. v. New York City (1978) 438 U.S. 104, 124; Agins v. Tiburon, (1980) 447 U.S. 255); and

**WHEREAS**, the requirement that applicants for development projects provide either public art or an in lieu equivalent is a legitimate and valid land use regulation that has been compared by the California courts as akin to traditional land use regulations imposing minimal setbacks, parking and lighting conditions, landscaping requirements and other design conditions; and

**WHEREAS**, the City Council hereby finds that the public art contribution is thus neither a “development fee” subject to the requirements of the California Mitigation Fee Act, California Government Code 66000 *et seq*, nor a development exaction subject to the heightened scrutiny of relevant rules set forth in Nollan v. California Coastal Commission 483 U.S. 825 (1987) and Dolan v. City of Tigard 512 U.S. 374 (1994), but rather, that the public art contribution is a zoning requirement that furthers aesthetic objectives under the authority of the City’s general police power; and

**WHEREAS**, at their October 24, 2011 meeting, the Oroville Arts Commission discussed the establishment of an “Art in Public Places” program for the City of Oroville and recommended that the Oroville City Council, direct staff to establish an “Arts in Public Places” program, in conjunction with the Oroville Arts Commission, for the City of Oroville; and

**WHEREAS**, on January 17, 2012, the Oroville City Council directed staff to develop an Art in Public Places / Oroville Beautification ordinance through the coordination of the Arts Commission; and

**WHEREAS**, at their January 14, 2013 meeting, the Oroville Arts Commission discussed the need for maintenance and the issue of vandalism and theft of public art and directed staff to address both topics in the proposed Art in Public Places / Oroville Beautification ordinance; and

**WHEREAS**, at their July 8, 2013 meeting, the Oroville Arts Commission reviewed the draft version of the Art in Public Places / Oroville Beautification ordinance and forwarded a recommendation to the Oroville City Council to adopt the proposed ordinance; and

**WHEREAS**, pursuant to Section 26-56.090 of the Oroville Municipal Code, the Planning Commission shall hold a public hearing on any proposed amendment to the Zoning Code; and

**WHEREAS**, at their July 22, 2013 meeting, the Oroville Planning Commission reviewed the draft version of the Art in Public Places / Oroville Beautification ordinance and forwarded a recommendation to the Oroville City Council to adopt the proposed ordinance with their modifications included.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:**

**SECTION I.** Chapter 26, Section 26-10 of the Oroville Municipal Code shall be amended to include the following:

26-10.135 Art in Public Places / Oroville Beautification

**SECTION II.** Chapter 26 of the Oroville Municipal Code is hereby amended to include Section 26-10.135 as follows:

**26-10.135 Art in Public Places / Oroville Beautification**

**A. Purpose**

The purpose of this section is to expand the opportunities for citizens of the City of Oroville to experience public art and other projects resulting from the creative expression of its visual artists in public places throughout the City. A policy is hereby established to direct the inclusion of works of art in new non-residential development projects and establishing a fund used solely for the creation, purchase, installation, security and maintenance of art in public spaces throughout the City.

## **B. Applicability**

This section shall apply to the estimated construction costs (labor and materials) of all new non-residential development projects.

## **C. Public Art Contribution**

All new non-residential development projects subject to the requirements of this section shall install public art on the project site in a public place as approved by the City Council. The cost of the public art must be equal to at least one percent (1%) of the estimated construction costs. The creator of public art shall be an artist, defined as a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the Arts Commission. Public art shall be displayed in a manner that will enhance its enjoyment by the general public. The developer has the option to opt out of this requirement and instead pay the equivalent in lieu fee which shall be a one percent (1%) fee of the estimated construction costs.

## **D. Execution of Installation / Time of Payment**

If the developer chooses to pay the in lieu fee, payment in full shall be required at the time all fees are due on any project processed through the City or upon completion of the project, whichever occurs first. The payment of all outstanding fees shall be required prior to the issuance of a Certificate of Occupancy.

For developers choosing to provide art as part of their project, the developer shall provide the City with proof of installation of the required public art on the development site prior to the issuance of a Certificate of Occupancy.

## **E. Beautification Fund**

The City Administrator is hereby directed to create a special interest-bearing fund entitled Art in Public Places / Oroville Beautification Fund (Beautification Fund) or other appropriate accounting mechanism. The City Administrator or his/her designee shall administer the Beautification Fund.

## **F. Use of Funds**

All amounts collected from the in lieu fee shall be placed in said Beautification Fund and expended by the City Administrator or his/her designee solely for the costs associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, statues, reliefs or other sculptures, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, or drawings. Furnishing or fixtures affixed to the building or its grounds, including architectural features of the building or landscaping that have been uniquely enhanced to be visually appealing, may qualify as art. Works of art may be temporary as well as permanent.

## **G. Ownership & Maintenance of Art**

Title to all public art required by and installed pursuant to this section on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest.

## **H. Review Process / Standards**

The developer shall submit a narrative proposal and artistic rendering of the public art in satisfaction of the requirements imposed by this section, including any additional information, plans or maps prescribed by the Director of Planning and Development Services at the time of submission of their development application, or indicate an intention to pay the in lieu fees. The proposal for the public art shall be considered as an element of the design review.

The approval of all public art to be created, purchased, installed, secured and maintained under this section shall require a review of the City of Oroville Arts Commission which shall make a recommendation to the City Council for final approval or denial. The decision of the City Council shall be final. Review of all proposed artwork shall be considered based on the following criteria:

1. Conceptual compatibility of the design with the immediate environment of the site;
2. Appropriateness of the design to the function of the site;
3. Compatibility of the design and location within a unified design character or historical character of the site;
4. Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
5. Preservation and integration of natural features with the project;
6. Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
7. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community;



**I. Removal of Public Art**

If, for any reason, the current owner or successor in interest shall choose to replace any public art installed pursuant to this section, the following requirements shall be met before the art is replaced:

1. The replacement of public art must go through the review process established above, unless the replacement will be identical to the existing art work and in the same location.
2. The cost of the replacement shall be equal to, or greater than, the initial cost of the existing public art to be removed adjusted for time.
3. The location of the replacement public art shall meet the requirement for public visibility in effect at the time of the replacement.
4. The replacement of public art shall conform, in every respect, to all standards in effect at the time of the replacement.
5. The replacement public art, location and installation shall violate no other ordinance.
6. The replacement public art shall be installed within 180 days of the removal of the existing public art piece, unless the period is extended by the Director of Planning and Development Services.
7. The owner may choose to pay an in lieu fee equivalent to the cost of the replacement of the existing public art.

**J. Annual Report**

The City Administrator or his/her designee shall annually prepare and present a report to the Oroville City Council indicating the amount of revenues accumulated in the Beautification Fund and the expenditures made by the City in the preceding fiscal year.

**K. Authority for Additional Mitigation**

Fees collected pursuant to this section do not replace existing development fees or other charges or limit requirements or conditions to provide additional mitigation of impacts imposed upon development projects as part of the normal development review process.

**L. WAIVER**

The City Administrator may request that the City Council exclude certain capital improvement projects from the provisions of this ordinance by the passage of a resolution authorizing such a waiver.

\*\*\*\*\*

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held on August 20, 2013, by the following vote:

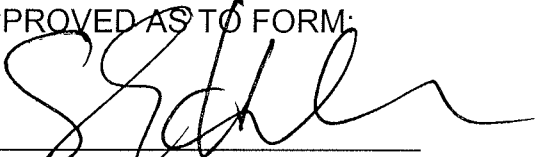
AYES: Council Members Andoe, Pittman, Vice Mayor Wilcox, Mayor Dahlmeier

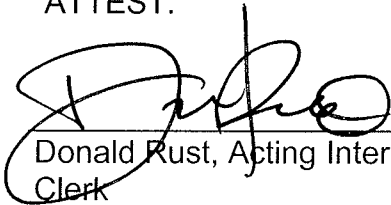
NOES: Council Members Berry, Bunker, Simpson

ABSTAIN: None

ABSENT: None

  
\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Scott E. Huber, City Attorney

ATTEST:  
  
\_\_\_\_\_  
Donald Rust, Acting Interim City Clerk



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR**

**RE: AMENDMENT NO. 1 TO THE AGREEMENT WITH WES ERVIN & ASSOCIATES, PLANNING SERVICES**

**DATE: NOVEMBER 15, 2022**

### SUMMARY

The Council will consider an amendment to the agreement with Wes Ervin & Associates, for contract Planning Services.

### DISCUSSION

The City has one fulltime Assistant Planner and one part-time contract Planning Associate. Over the past few years these duties have picked up considerably. This department is critical to move projects forward and ensure they meet or exceed all community standards and codes. There are several projects which require specific planning expertise and must be completed in a timely manner. Additionally, the need for Economic Development expertise is fundamental with the inquiries the City has received.

The City contracted with Wes Ervin & Associates on December 15, 2020 for \$110.00 per hour, and Mr. Ervin's knowledge has been invaluable to the City. At this time, staff is seeking to add Economic Development services to the current contract with Mr. Ervin at an increased hourly rate of \$125.00, in addition to a part-time Planner at \$90.00 per hour.

Wes Ervin and Associates has covered all expenses such as travel and incidentals for this position, and has agree to maintain all necessary licenses, registrations and insurances necessary for this position. These costs have also increased which are additionally reflected in the increased hourly rate. Attached is a copy of the Sub-Consultant Services Work Order and the original Statement of Qualifications for your review.

This consultant has met and exceeded our expectations. Staff is very pleased with the quantity of work and quality of service from Mr. Ervin. The level of experience brought

to this critical position by Mr. Ervin is exceptional. The addition of the part-time Planner will only enhance his offerings.

### **FISCAL IMPACT**

This anticipated cost for services will be covered with the salary savings of \$72,435 from the vacant Associate Planner position as budgeted in the Planning Department 2202-5110.

### **RECOMMENDATION**

Adopt Agreement No. 3349-1 A Services Agreement Amendment to the professional Contract Planning Services by and between the City of Oroville and Wes Ervin & Associates.

### **ATTACHMENTS**

Agreement No. 3349-1  
Sub-Consultant Services Work Order  
Summary of Qualifications

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL CONTRACT PLANNING SERVICES BY AND BETWEEN THE CITY OF OROVILLE AND WES ERVIN & ASSOCIATES (Amendment No. 1)**

This Amendment dated November 15, 2022, is to the Contract Planning Services Agreement No. 3394 between the City of Oroville (“City”) and Wes Ervin & Associates (“Consultant”).

A copy of Contract Agreement No. 3394 is attached as Exhibit “C” including all prior amendments.

In consideration of terms and conditions herein, City and Consultant agree that Agreement No. 3394 shall be amended as follows:

1. The Agreement shall be amended to include work related to Economic Development, Planning and increased operating expenses, which are detailed in the attached correspondence to an increased hourly rate of \$125.00.
2. The addition of a part-time Planner as detailed in the Sub-Consultant Services Work Order at an hourly rate of \$90.00, and approve a retroactive start date of November 4, 2022.
3. The scope documents are attached as Attachment A to this Amendment.
3. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3394 as amended shall remain in full force effect.

CITY OF OROVILLE

WES ERVIN AND ASSOICIATES.

\_\_\_\_\_  
Chuck Reynolds, Mayor

\_\_\_\_\_  
By: Wes Ervin

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

\_\_\_\_\_  
Scott E. Huber, City Attorney

## SUB-CONSULTANT SERVICES WORK ORDER

**PROJECT NAME:** OROVILLE PLANNING SERVICES

**CONSULTANT'S CLIENT:** CITY OF OROVILLE

This AGREEMENT is made and entered into by and between WES ERVIN AND ASSOCIATES, Inc. (CONSULTANT) located at 6707 Canoe Birch Court, Citrus Heights, California, 95610 and Connor Musler (SUB—CONSULTANT) at 25422 Spectrum, Irvine, California, 92618.

**WITNESSED THAT, in consideration of the premises and covenants hereinafter set forth, the parties agree as follows:**

1. **Consulting Services:** SUB—CONSULTANT agrees to perform the consulting services described in Attachment A. All work shall be performed in accordance with generally accepted standards of professional practice.
2. **Compensation:** CONSULTANT shall pay SUB—CONSULTANT at the rate of \$90.00 (ninety dollars) per hour, not to exceed 20 hours per week for the services described in section 1 above. SUB—CONSULTANT shall submit invoices reflecting time and materials costs to date bi-weekly on the Friday before each payday per the latest City of Oroville Accounts Payable Schedule. Upon acceptance of the invoice, CONSULTANT shall include the invoice in that period's billing to CLIENT. Said invoice shall be payable to SUB—CONSULTANT within ten working days from CONSULTANT'S receipt of payment from CLIENT.
3. **Time of Performance:** SUB-CONSULTANT shall begin work immediately upon execution of this AGREEMENT, and complete work as assigned by CLIENT.
4. **Independent Consultant:** SUB—CONSULTANT is an independent consultant in performing services under this agreement. SUB—CONSULTANT is not to be considered an agent or employee of CONSULTANT for any purpose, and the offices, agents and employees of SUB—CONSULTANT are not entitled to any of the benefits that CONSULTANT may provide its employees, including Worker's Compensation Insurance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day and date below written.

**WES ERVIN AND ASSOCIATES, Inc.**

**SUB-CONSULTANT**

Dated 11-1-2022

Dated 11/01/2022

By: 

By: 

Print Name: Wes Ervin

Print Name: Connor Musler

Title: President

Title: Planning Consultant

## ATTACHMENT A

Sub-consultant shall participate in the Oroville City Planning process as a part time Planner, performing discreet tasks as assigned by CONSULTANT, in consultation with the City's Community Development Director.

Potential tasks include:

1. Drafting General Plan amendments, Zone Changes and Zoning Code Interpretations, and assisting in their processing;
2. Researching code and legislative changes and analyzing their impact to the City;
3. Reviewing project, annexation, subdivision, and other applications and preparing and presenting staff reports;
4. Drafting Zoning Code Interpretations;
5. Coordinating and preparing documentation as needed during the normal course of the city's planning activities;
6. Participating in the environmental review process for various projects and policies;
7. Other duties as assigned







# PROPOSAL

## Contract Planning Services For the City of Oroville

*Submitted to:*

**City of Oroville**

*Submitted by:*

**Wes Ervin & Associates**

*August 3, 2020*

## Wes Ervin & Associates

6707 Canoe Birch Ct, Citrus Heights, CA 95610  
916-216-9141  
wes@weservinassociates.com

August 3, 2020

Leo DePaola, Director  
Community Development Department  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

Dear Leo:

I am pleased to present this proposal to continue uninterrupted the planning services I am currently providing on behalf of the City of Oroville – now at reduced cost. You have seen that my services over the past year have been valuable, especially in the role of helping to re-establish and fully integrate the Planning function into the City's mission.

Wes Ervin & Associates, a sole proprietorship based in Sacramento County, proposes to contract directly with the City for the same level of service (days, hours, etc), thus eliminating Bureau Veritas as the intermediary. The hourly fee will be a significantly lower at \$110 per hour. Wes Ervin & Associates will cover all expenses related to travel and incidentals, and will carry adequate insurance. The City will continue to provide a workstation, computer, and all necessary supplies and support.

My 30+ years providing planning and economic development services to cities, counties, state agencies and regional organizations throughout the Western US has prepared me to help Oroville succeed as it moves forward with new commercial, industrial, and residential development. I am eager to help with South Oroville revitalization, with recruiting new industry and jobs, with re-approving expired subdivisions, with downtown and corridor revitalization, with creating new housing of all types, and with annexing our adjacent unincorporated areas.

Thank you for your consideration. You can find more detail throughout this proposal, and can reach me at the telephone number below or at [wes@weservinassociates.com](mailto:wes@weservinassociates.com).

Sincerely,

*Wes Ervin*

Wes Ervin  
Proprietor

# SCOPE OF WORK

---

## PROJECT UNDERSTANDING

The City of Oroville must maintain a proficient and effective planning function, which until a year ago was seriously understaffed. At that time, Oroville engaged Bureau Veritas, a contract-planning firm that has effectively re-staffed Planning, Building and other functions. Staff has since responded to hundreds of inquiries, and the City has approved over 250 housing units, several prominent retail and commercial projects, began a South Oroville revitalization process, and prepared an annexation. The flow of projects continues unabated.



However, with the cost constraints triggered by the Covid-19 pandemic, the City needs to reduce its contracting costs while at the same time maintaining existing capacity. Fortunately, current contract Planning staff is able to continue existing service levels at a reduced hourly rate.

## ANTICIPATED WORK TASKS

Since late May of 2019, Wes Ervin, sole proprietor of Wes Ervin and Associates, has served as the contract planner for Oroville, as a subcontractor to Bureau Veritas. He is now willing to contract directly with the City, performing the same tasks, including:

1. Managing day to day Planning services, including ongoing permit reviews and applicant interface;
2. Keeping abreast of City Codes and ensure compliance by all new development. Recommend code changes where appropriate, and providing analyses to the Planning Commission and City Council;
3. Following all required City and State codes and regulations to ensure success while minimizing political and litigation risk;
4. Evaluating complex entitlement applications, including development review, environmental documentation, public meetings, public notices, and Planning Commission and/or City Council approvals;

5. Acting as staff to the Planning Commission, preparing all agenda items and presentations;
6. Conducting informal and official pre-application meetings and/or public meetings related to applications, re-zonings, subdivisions, and other projects;
7. Helping retailers fill our available commercial space, industries fill our industrial space, and small service firms and homeowners thrive;
8. Tracking all permit activities on Trakit, and keeping accurate records and files;
9. Liaising with Housing, Streets, Engineering, Police, Airport, Economic Development, Finance and the City Attorney as appropriate;
10. In general, helping plot out the best use of land and geographic resources, including infrastructure and other urban resources;
11. Working to revitalize South Oroville by improving infrastructure and creating incentives for housing and commercial rehabilitation;
12. As needed, developing planning studies, reports, statistical data and maps on topics such as land use, demographics, tax base data and occupancy rates;
13. Other activities at the discretion of the City Council, City Manager, Planning Commission, and Community Development Directorate.

## TERMS

- Wes Ervin and Associates will bill weekly at an hourly rate of \$110.00.
- Wes will continue to work on-site an average of 20-40 hours per week depending on need, and will work off-site as needed.
- All expenses will be covered by Wes Ervin and Associates, including travel and incidentals;
- The City will continue to provide a workstation, computer, and all necessary supplies and support.
- Wes Ervin & Associates will maintain all licenses and registrations, including obtaining an Oroville Business License;
- Wes Ervin and Associates will carry all required insurances.

# SUMMARY OF QUALIFICATIONS

---

## **WES ERVIN, PROPRIETOR, WES ERVIN & ASSOCIATES**

Wes Ervin has over 30 years of combined employment and consulting in Planning and Economic Development, having worked in that capacity for the State of California, three separate consulting firms, and the County of Yolo. Wes has proven accomplishments in the overlapping aspects of the two professions — including entitlement and permit processing, CEQA and NEPA document preparation, business recruitment & retention, tourism, workforce development, grants and program management, real estate development, downtown revitalization, and demographic and market research. He has the ability to coordinate with all levels of public and private organizations ensuring success of the program or project. He understands and works within existing local, state and federal regulatory frameworks and helps establish appropriate policies.

## **HIGHLIGHTS RELEVANT TO OROVILLE**

- From 2017 - 2019 Wes provided on-site planning and permitting services for the fire-ravaged City of Santa Rosa. His focus was on rapid approvals for residential and commercial project rebuilds in the fire-affected areas;
- From 2006-2014 Wes developed and implemented a complete Yolo County economic development program from scratch, including collaborating with all four cities, the Visitors Bureau, several small community leadership groups, and including managing the Yolo County Airport.
  - In 2009, Drafted key language for Yolo County’s General Plan Economic Development Element, and worked hand in hand with Community Development on the Land Use Element and several other key projects.
  - For the Yolo County General Plan, Wes encouraged the setting aside of 100 acres in the Clarksburg wine appellation for future wineries, a portion of which Bogle later used to build it’s mega-winery;
- In the 1980’s and again in the 1990’s, Wes worked for the Governor’s Office of Planning and Research, working on permit streamlining and CEQA reform, and conducting multi-agency multi-state joint CEQA/NEPA reviews of offshore oil and interstate pipeline projects. In the 1990’s Wes managed the Governor’s Office of Permit Assistance;
- As a consultant and government official for several decades, Wes has served various jurisdictions in California, Oregon, and New Mexico. Highlights include:
  - Helping recruit the Wal-Mart distribution facility in Red Bluff, Spectra Physics in Oroville, Clark Pacific to an abandoned sugar mill in Woodland, and another 1,000+ jobs throughout California;

- Completing re-use and feasibility analyses for the Oroville Carnegie Library, the Ukiah Palace Hotel, the Auburn State Theater, and the Penn Valley Community Center;
- Obtaining and implementing grants from EDA, USDA, and HCD (CDBG and others) for infrastructure development, small business assistance, downtown revitalization, and many other topics;
- Advising small communities and counties on community planning, economic development, workforce development, industrial park development.

More details and references upon request.

CITY OF OROVILLE  
RESOLUTION NO. 8915

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH WES ERVIN AND  
ASSOCIATES, FOR CONTRACT PLANNING SERVICES

(Agreement No. 3349)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is directed and authorized to execute an Agreement with Wes Ervin and Associates, for contract Planning services for the City of Oroville.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on December 15, 2020 by the following vote:

AYES: Hatley, Smith, Pitman, Goodson, Draper, Thomson, Reynolds

NOES: None

ABSTAIN: None

ABSENT: None



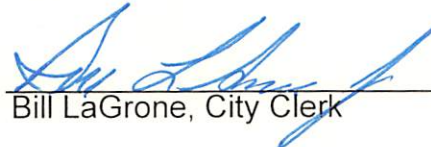
\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:



\_\_\_\_\_  
Scott Huber, City Attorney

ATTEST:



\_\_\_\_\_  
Bill LaGrone, City Clerk



**SERVICES AGREEMENT (PROFESSIONAL SERVICES)**  
**Contract Planning Services**  
City Agreement No. 3349

This Services Agreement (Professional Services) for professional Contract Planning Services (“**Agreement**”) by and between the City of Oroville, a California charter city (“**City**”), and **Wes Ervin & Associates** (“**Consultant**”), is effective on the Effective Date identified on the signature page.

**RECITALS**

A. The City desires to obtain the Services more particularly described in this Agreement and Exhibit “A,” and generally including professional Planning Services.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as City Planner in good standing under California law, will perform the Services described in the Proposal of Services, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, the City Administrator (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional Services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant’s qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the dates and within any timeframes set forth by the City and accepted by the Consultant. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.6. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

## 2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "A"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed by Consultant and in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed the amount without prior written authorization from the City. Consultant will not be entitled to any compensation for additional Services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a biweekly invoice to the City's Authorized Representative for the Services provided during the preceding two weeks. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate. The City will pay the Consultant within 10 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns **Wes Ervin**, to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:                   City Administrator  
                               City of Oroville  
                               1735 Montgomery Street  
                               Oroville, CA 95965  
                               Cityadministrator@Cityoforoville.org

TO CONSULTANT: Wes Ervin, Principal  
                               6707 Canoe Birch Ct  
                               Citrus Heights, CA 95610  
                               wes@weservinassociates.com

5. TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

## 8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of

the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.1.1. Name and contact information of any witness;

9.1.2. Name and address of the injured or deceased person(s); and

9.1.3. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the

extent that Services are "design professional Services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Comprehensive or Commercial General Liability Insurance ("CGL") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Professional Liability. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least \$1,000,000. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

## 11.6. All Policies.

11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.6.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to

Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

### 13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

### 14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section



will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.

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

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

## 15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF OROVILLE,**  
**a California charter city**

**CONSULTANT:**  
**Wes Ervin & Associates**

By:   
\_\_\_\_\_  
Chuck Reynolds, Mayor

By:   
\_\_\_\_\_  
Wes Ervin, Principal

**ATTEST:**

By:   
\_\_\_\_\_  
Bill LaGrone, City Clerk

Date: Jan. 1, 2021 ("Effective Date")

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

Scott Huber, City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

- 1) SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.
- 2) SCHEDULE OF PERFORMANCE.
  - a) REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning and ending on dates as provided in the individual tasks orders. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.
- 3) PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying Services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.
- 4) PREVAILING WAGES. Consultant must comply with the prevailing wage requirements applicable in Butte County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.
- 5) WORKING HOURS. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one

calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

6) **PAYROLL RECORDS**. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).

7) **APPRENTICES**. If the total compensation payable under this Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.

8) **COMPLIANCE**. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

**EXHIBIT "A" COMPENSATION RATES AND CHARGES**

**1. AUTHORIZED HOURLY RATES:**

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule.

**Wes Ervin & Associates**

<u>Position:</u>	<u>Hourly Rate:</u>
Planner .....	\$110.00



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR**

**RE: AGREEMENT WITH BRANDLEY ENGINEERING FOR CONSULTING SERVICES FOR THE OROVILLE MUNICIPAL AIRPORT**

**DATE: NOVEMBER 15, 2022**

### **SUMMARY**

The Council will consider an agreement with Brandley Engineering for consulting services in support of planning and construction work related to the Oroville Municipal Airport.

### **DISCUSSION**

Brandley Engineering has worked with the Oroville Municipal Airport for the last 37 years on various plans and improvement projects. The previous agreement was amended or supplemented several times for individual projects or action and has since expired.

This new agreement for services will cover all planned actions and projects needed over a five (5) year period. With this agreement in place various activities can be accomplished without the need for individual amendments for each project or requirement.

The services include preparation of annual Airport Capital Improvement Program (CIP) documentation, grant documentation, engineering design for airport construction projects, and related documentation to meet Federal Aviation Administration (FAA) requirements.

Staff has found the previous services of Brandley Engineering to be satisfactory and have been very successful meeting or complying with FAA requests or requirements.

### **FISCAL IMPACT**

No impact to the General Fund. This was a request for a Statement of Interest and Qualifications. Services under this contract will only be performed using the Airport Fund or Grants as they are applied for; a detailed cost proposal will be determined based on specific projects and presented to Council for approval.

### **RECOMMENDATION**

Adopt Resolution No. 9107 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRANDLEY ENGINEERING FOR CONSULTING SERVICES FOR THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 3322-3).

**ATTACHMENTS**

Resolution No. 9107  
Agreement No. 3322-3



**CITY OF OROVILLE  
RESOLUTION NO. 9107**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRADLEY ENGINEERING, AIRPORT CONSULTING ENGINEER– Agreement No. 3322-3**

**NOW, THEREFORE, BE IT RESOLVED** by the Oroville City Council as follows:

1. The Oroville City Administrator is hereby authorized and directed to execute the agreement with Brandley Engineering for consulting services for the Oroville Municipal Airport.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting on November 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of **November 15, 2022**, by and between the **City of Oroville** ("City") and **Brandley Engineering**, Consulting Airport Engineer ("Consultant").

### **RECITALS**

- A. The Consultant is specially trained, experienced and competent to provide professional engineering services relating to airport consulting as required by this Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in the Brandley Engineering proposal attached as Exhibit "A" which is incorporated herein by reference.
2. Time of Performance. The services of Consultant shall commence upon execution of this **Agreement and shall be completed five (5) years from the date of this agreement.**
3. Compensation. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and

- charges set forth in the Compensation Rates and Charges attached hereto as Exhibit “B” and incorporated herein by reference, as compensation in full for Services satisfactorily performed under task orders accepted by Consultant and in compliance with this Agreement. Consultant’s total compensation for performing the Services may not exceed the amount specified in task orders without prior written authorization from the City. If the City authorizes Consultant to perform Services in addition to the Scope of Services set forth in Exhibit “A,” Consultant will be compensated in accordance with the rates and charges in Exhibit “B.” Consultant will not be entitled to any compensation for additional Services performed without the City’s prior written consent, or which exceed the scope of the City’s written consent.
4. Method of Payment. Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant’s invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
  5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Consultant’s services, but which the parties did not reasonably anticipate would be necessary at the execution of this

- Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
  7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
  8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data").

- Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any

magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents

may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
  - a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official,

other than normal agreement monitoring; and

- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or



- indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.
17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Bill LaGrone, City Administrator**  
**City of Oroville**  
**1735 Montgomery Street**  
**Oroville, CA 95965-4897**

If to Consultant: **Melissa Brandley, Corporate Secretary/CFO**  
**6125 King Road, Suite 201**  
**Loomis, California 95650**  
**Attn: Melissa Brandley**

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Agreement shall not

constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this

Agreement and to bind each respective party.

28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

By: \_\_\_\_\_  
Chuck Reynolds, Mayor

By: \_\_\_\_\_  
Reinard Brandley, Airport  
Consulting Engineer

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Scott E. Huber, City Attorney

By: \_\_\_\_\_  
Jackie Glover, Assistant City Clerk

- Attachments: Exhibit A - Consultant Proposal
- Exhibit B - Compensation Rates and Charges
- Exhibit C - Insurance Requirements

# STATEMENT OF QUALIFICATIONS

Planning Services for Airport Capital Improvement Plan  
OROVILLE MUNICIPAL AIRPORT



**BRANDLEY**  
ENGINEERING

DATE OF SUBMISSION: October 14, 2022



October 14, 2022

Jackie Glover  
Assistant City Clerk  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

Subject: Statement of Qualifications for  
Planning Services for Airport Capital Improvement Plan  
Oroville Municipal Airport

Dear Ms. Glover:

In response to your Request for Request for Qualifications for Planning Services for Airport Capital Improvement Plan for the Oroville Municipal Airport, we are delighted to have the opportunity to continue to work with the City of Oroville on the planning and development of the Oroville Municipal Airport.

The office of Brandley Engineering specializes in airport planning, engineering, environmental, and construction management services for all types of airport projects. Our office has completed numerous Airport Layout Plan updates and AGIS surveys and obstruction studies at many airports throughout Northern and Central California, including the 1990 Master Plan and 2013 Airport Layout Plan update for the Oroville Municipal Airport.

Jim Wallace of Wallace Environmental Consulting conducts all environmental studies for Brandley Engineering and has over 40 years of experience as an environmental consultant, including the last 24 years as an environmental compliance and resource manager on federally obligated airports, including the Oroville Municipal Airport.

Brandley Engineering has worked with Oroville Municipal Airport for the last 37 years. We have intimate knowledge of conditions at the airport and can continue providing planning and environmental services to Oroville Municipal Airport without interruption.

Melissa Brandley will be the project manager on all Oroville Municipal Airport planning and environmental projects. Contact information for Melissa is as follows:

Melissa Brandley, P.E.  
6125 King Road, Suite 201, Loomis, CA 95650  
Telephone: 916-316-1415 . Fax: 916-652-9029  
Melissa@brandleyeng.com

Brandley Engineering has enjoyed working with the City of Oroville on the development of the Oroville Municipal Airport for the past 37 years and looks forward to a continued association with the City on the future planning of the Airport.

Very truly yours,

Melissa S. Brandley, P.E.  
Corporate Secretary/CFO

# TABLE OF CONTENTS

Item 7.

## STATEMENT OF QUALIFICATIONS

### PLANNING SERVICES FOR AIRPORT CAPITAL IMPROVEMENT PLAN OROVILLE MUNICIPAL AIRPORT

<b>SECTION 1</b>	<b>STATEMENT OF QUALIFICATIONS</b>	<b>1-1</b>
1-1	GENERAL QUALIFICATIONS	1-1
1-2	EXPERIENCE	1-5
1-3	WORKING WITH GOVERNMENTAL AGENCIES	1-9
1-4	SUPPORTING INFORMATION	1-10
<b>SECTION 2</b>	<b>STAFF AND SUBCONSULTANT QUALIFICATIONS</b>	<b>2-1</b>
2-1	ORGANIZATIONAL STRUCTURE	2-1
2-2	RESUMES	2-3
<b>SECTION 3</b>	<b>APPROACH TO PROJECTS</b>	<b>3-1</b>
3-1	AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP)	3-1
3-2	FAA AIRPORT IMPROVEMENT PROGRAM (AIP)	3-2
3-3	AIRPORT MASTER PLANNING	3-2
3-4	ENVIRONMENTAL SERVICES	3-6
3-5	DEMONSTRATED ABILITY TO RESPOND QUICKLY	3-7



# STATEMENT OF QUALIFICATIONS

## 1-1 GENERAL QUALIFICATIONS

The City of Oroville is requesting statements of qualifications from qualified airport planning and environmental consulting firms for projects planned at the Oroville Municipal Airport over the next five years. Services required will be development and preparation of the Airport Capital Improvement Plan (ACIP), preparation of applications for Federal Aviation Administration Airport Improvement Program (AIP) grant funding, preparation of an Airport Layout Plan Narrative with Updated ALP Plans and an aeronautical study, environmental studies to satisfy requirements of NEPA and CEQA, and other miscellaneous airport planning and environmental consulting services required by the City.

Brandley Engineering, Inc. is a consulting airport engineering office with one hundred percent of our business devoted to airport grant administration, planning, environmental, design, engineering, and construction management services for all types of airport development projects. Reinard W. Brandley, P.E., founded the firm in 1953, and operated the firm under Reinard W. Brandley, Consulting Airport Engineer, until 2020 at which time it was transitioned to an S Corporation, Brandley Engineering Inc., with ownership by Melissa Brandley and Damon Brandley. Brandley Engineering has performed airport grant administration, engineering design, airport planning and construction management services for the past 69 years. The upcoming projects at the Oroville Municipal Airport fit within our primary area of focus and expertise.

Brandley Engineering and Wallace Environmental Consulting have been providing Planning and Environmental services to the City of Oroville for projects at the Oroville Municipal Airport since 1985. Our office has intimate knowledge of the layout, needs, and environmental issues at this airport and can provide planning and environmental services to the City without the need for extensive data gathering and research. Examples of planning and environmental projects completed for the Oroville Municipal Airport include:

- ➔ Airport Master Plan Study that included environmental studies, airport layout plan drawings and master plan report, model zoning ordinance, soil studies and pavement evaluation studies, and all other features required as part of a Master Plan Study – Completed in 1990.
- ➔ Extensive environmental studies and mitigation plans to protect the endangered species of fairy shrimp on the airport as part of the engineering design of the extension of Runway 2-20. The data from these environmental studies and resulting mitigation will be invaluable to the future planning of Oroville Municipal Airport in order to develop a practical plan for development of the airport that minimizes disturbance of these environmentally sensitive areas on the airport.
- ➔ Airport Layout Plan Update including a narrative report and all required airport layout plan drawings. Completed in 2013.

### AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP)

For all our clients we provide assistance in planning and development of their Airport Capital Improvement Plan (ACIP), including meeting with the client and the FAA to review the desired development at the airport and preparing the ACIP including estimates of cost and sketch maps.

The new Bipartisan Infrastructure Law (BIL) funding allocates approximately \$159,000 per year for 2022 thru 2026 to Oroville Municipal Airport. This money is available to fund a variety of needs. Brandley Engineering's expertise allows us to optimize the project prioritization of this funding source and provide funding for projects that would not otherwise compete well for FAA funding or prioritization.

Our approach to development of a useful and practical Airport Capital Improvement Plan (ACIP) centers around a detailed knowledge of the Airport, including the existing infrastructure (pavements, lighting,

navigational aids etc.) and how the Airport serves its surrounding community. This enables us to identify and prioritize upcoming projects to both maintain and improve the existing infrastructure and to develop new infrastructure to allow the Airport to better serve its community. The Airport's Pavement Maintenance Management Plan (PMMP) is a valuable guide in prioritizing the rehabilitation needs of existing pavements, and the Airport's Airport Layout Plan and Narrative Report is a valuable guide in prioritizing the need for new development on the Airport.

Careful coordination with FAA is a key step in the ACIP process. Each year the FAA holds meetings with airport sponsors to discuss proposed airport development and improvements over the next 5 years. Our office attends these meetings with our clients to assist in the presentation to the FAA of the Airport's needs and to optimize FAA support for funding our client's proposed development included in their ACIP.

The ideal ACIP includes finding a balance between the Airport's needs and priorities and FAA's funding priorities, as well as the client's available matching funds. As a result, we develop an ACIP that provides the Airport with a useful and realistic plan to achieve their goals and places the Airport in a position to have the maximum competitive advantage for receiving discretionary funding for FAA AIP grants.

Brandley Engineering's close working relationship with the FAA offices at the District and Regional levels positions our office to know when and where Federal funding is available and to optimize the potential of obtaining funding for development of the Oroville Municipal Airport.

#### **APPLICATIONS AND MANAGEMENT FOR FAA AIP GRANT FUNDING**

Once the ACIP has been prepared and submitted to the FAA, our office prepares all necessary applications and documentation for the FAA AIP and BIL grant funding and for the Caltrans matching funds program. This documentation includes cost estimates, program narratives, sketch maps, and all certifications required by the FAA. A high priority is placed on a detailed quality control process and thorough final review to ensure each application is complete and meets all FAA requirements in order to fast track the FAA review process and place our clients in a position to maximize competitiveness for FAA grant funding.

Once an AIP grant has been issued for airport development, planning, or environmental, our office works closely with our client to ensure all required paperwork is completed within FAA's or Caltrans' timeframes and criteria. This includes preparation of grant drawdown requests, quarterly reports, annual and final Federal financial reports, and grant closeout documents including financial reports and final certifications.

#### **AVIATION PLANNING SERVICES**

Brandley Engineering has a unique and highly qualified airport planning staff. All members of our management team have advanced master's degrees in Civil Engineering and have devoted their entire careers to Airport Planning and Design. Our supporting staff consist of a team of qualified, experienced planners and support staff who have spent their entire aviation careers with our firm. Damon Brandley, Melissa Brandley and Tom Steinkamp, Airport Engineers/Planners in our office, collectively have over 50 years' experience in aviation planning, including the Oroville Municipal Airport.

Brandley Engineering was part of the original planning and design team for the Sacramento Metropolitan Airport (now Sacramento International Airport) when the airport was first constructed. We performed a site selection study and airport planning for a new Pahrump Valley Airport. We have performed many planning services including site selection studies, airport master planning, airport layout plan updates, terminal area studies, economic evaluations and forecasts, land use compatibility studies, obstruction studies, noise studies, and utility master planning for many airports.

The airport study work program will conform to the phases and elements of work as described in F.A.A. Advisory Circular 150/5070-6, Airport Master Plans, latest edition, and will be prepared to meet all requirements of SOP 2.0, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs). The Airport Property Map, Exhibit "A", will conform to all requirements of SOP 3.0, Standard

Operating Procedure (SOP) for FAA Review of Exhibit "A" Airport Property Inventory Maps. Data presented will conform to all criteria contained in FAA Advisory Circular 150/5300-13B, Airport Design. Appropriate data and recommendations from area-wide planning agencies and the California Department of Transportation, Division of Aeronautics, will be utilized and evaluated in this study.

Brandley Engineering's proven planning excellence has made our quality name known throughout Northern and Central California. By focusing on airport planning and design, we can provide a high-quality plan that will meet all standards and needs of our clients, the Federal Aviation Administration and Caltrans Division of Aeronautics.

Brandley Engineering will team with Woolpert, Inc., for the development of an Airport Geospatial Information System (AGIS) and obstruction mitigation plan for the Oroville Municipal Airport. Woolpert has successfully performed geospatial and aeronautical surveys at more than 1,900 airports (2,200 projects). Out of these 1,900 airports, 62 have been completed in the State of California, with 45 of those involving submitting data to Airports GIS (AGIS). Overall, Woolpert has more than 650 projects, completed, within the FAA's Airports GIS system, more than any other consultant in the country. While mostly focused on aeronautical (obstruction) surveys, these services also included numerous Lidar surveys, geodetic control establishment, mapping, GIS implementation, Subsurface Utility Engineering (SUE) and site engineering. Woolpert brings decades of experience working with the FAA in support of NextGen technologies and spatial data at airports and within a regional airspace and delivering these projects on-time and under budget. Woolpert has also developed the FAA's on-line airport GIS training program (FAA IDLE) that is guiding the aviation industry on the FAA AGIS data standards. As a result, Woolpert has more FAA IDLE Level 3 certified staff than any firm in the country.

The experience of Brandley Engineering in working with all branches of the Federal Aviation Administration over the past 69 years has enabled our firm to be very familiar with procedures, regulations, funding, and all other aspects pertaining to airport planning and environmental. This knowledge has been passed on to all staff members and qualifies our office to provide liaison with the FAA on behalf of Airports at any district or field office. All staff members are kept up to date on all FAA Advisory Circulars and Design Guidelines.

### **AIRPORT ENVIRONMENTAL STUDIES, ASSESSMENTS, AND REPORTS**

Brandley Engineering will team with Jim Wallace of Wallace Environmental Consulting, Inc. on all environmental studies. Jim Wallace established Wallace Environmental Consulting, Inc. (WEC) in 1997 after twenty years as an environmental and natural resources consultant working throughout the western United States. WEC provides environmental compliance, permitting and strategic project planning services while focusing on two industries – airports and aviation, and mineral exploration and mining. Jim has over 40 years of environmental and natural resources consulting experience including 24 years preparing over 250 NEPA and CEQA compliance documents for over 30 airports in Northern California and provided environmental compliance and permitting services to nearly 100 mineral exploration and mining projects throughout the intermountain west.

Wallace Environmental Consulting, Inc. has been performing environmental studies for the Oroville Municipal Airport since 2009 and has prepared Extraordinary Circumstances Evaluations for Categorical Exclusion for all proposed projects on the Oroville Municipal Airport since that time. In 2013 Wallace Environmental prepared an Extraordinary Circumstances Evaluation for Categorical Exclusion for the proposed drainage improvements, including construction of a culvert under Runway 2-20, which included a Biological and Cultural Resources Update.

WEC's airport and aviation experience includes a close working relationship with the FAA's SFO ADO and a thorough understanding of FAA's NEPA compliance procedures and environmental compliance relationships with special purpose laws such as the Endangered Species Act, Clean Water Act and the National Historic Preservation Act. Our range of airport projects include runway, taxiway and apron reconstruction and repair; runway and taxiway extensions; obstruction removal; drainage improvements; passenger terminal expansion and new construction; security fences; runway safety area improvements and expansion and land acquisition.

Every airport faces unique environmental circumstances. WEC has worked on airports that are designated critical habitat; or are the site of significant historical and cultural resources; airports that are adjacent to major wildlife attractants or are restrained by extensive wetlands and endangered species.

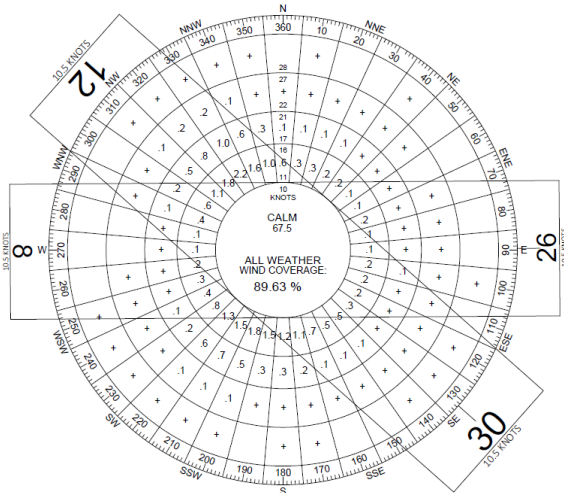
### MISCELLANEOUS AIRPORT PLANNING AND CONSULTING SUPPORT SERVICES

From time to time the City may require miscellaneous airport planning and consulting support services. These services may include, but not be limited to:

- Land Use Compatibility Consulting – FAA Grant Assurance 21 requires the Airport to take appropriate action to restrict the use of land adjacent to or in the vicinity of the airport to activities and purposes compatible with normal airport operations. With the rapid growth many cities such as Oroville are experiencing, new proposed developments often encroach upon the airport. Some on and off airport developments pose incompatible land uses. We assist our clients in evaluating proposed developments to ensure they adequately protect the airport and follow proper procedures for FAA approval. This ensures protection of the airport and keeps the airport in compliance with FAA grant assurances
- 7460 Airspace Analysis – Brandley Engineering will provide 7460 airspace analysis on any new proposed development on or near the airport to ensure the proposed development does not encroach on any airport airspaces surfaces. If the proposed development is compatible with airport airspace requirements, we will file the 7460 Notice of Proposed Construction or Alteration with the FAA for FAA airspace approval of the development.
- ALP Maintenance and Update – Over time, airport plans change and new developments are often proposed that are not shown on the approved ALP. Brandley Engineering will assist the airport in evaluating whether proposed development is eligible for a Pen & Ink ALP update and prepare the Pen and Ink ALP Update for submission to the FAA. We also provide FAA coordination throughout the FAA review and approval process. Brandley Engineering also updates the Airport Layout Plan after any construction project that changes the details shown on the conditionally approved ALP.
- Grant Assurance Compliance – Every grant issued by the FAA to airport sponsors include requirements and assurances that the sponsor must follow. Brandley Engineering is very familiar with these requirements and assurances and can guide our clients to ensure that they are following all requirements of the FAA.
- Land Acquisition – As the airport develops, land acquisition may become necessary for Airport Improvement Program (AIP) assisted airport development or noise mitigation. In 1992 Brandley Engineering assisted the City of Oroville with the acquisition of approximately 132 acres of land for approach protection to provide ownership of all property between the airport and the Lake Oroville After Bay. Our office can assist the City with environmental studies, applications for FAA funding of the land acquisition, negotiations with property owners, and all documentation required by FAA. The airport land acquisition program will conform to the phases and elements of work as described in F.A.A. Advisory Circular 150/5100-17, Land Acquisition and Relocation Assistance for Airport Improvement Program (AIP) Assisted Projects.
- Discussions with the FAA regarding the work program – Throughout the entire planning and environmental process, Brandley Engineering meets with the client and the FAA to discuss Airport and FAA requirements, funding requirements, any environmental issues, and any other critical details regarding the work program.

## 1-2 EXPERIENCE

The team of Brandley Engineering and Wallace Environmental Consulting has completed numerous airfield planning and environmental assignments for general aviation airports in rural areas that directly relate to the projects proposed at the Oroville Municipal Airport. Over the past 69 years we have provided a broad range of services to all sizes of airports throughout the United States. The projects described on the next several pages have included the types of services that will be required during the planning and environmental for Airport Development Projects at the Oroville Municipal Airport.



### AIRPORT PLANNING PROJECTS

**Project Location and Owner:** Tracy Municipal Airport, City of Tracy, California

**Project Name:** Airport Layout Plan Narrative with Updated ALP Drawings including an Obstruction Mitigation Plan and Aeronautical Study, 2019-2022

**Brief Project Description:** An Airport Layout Plan Update was prepared for the Tracy Municipal Airport. Due to its proximity to the Bay Area, Tracy is a fast-growing community resulting in rapidly changing needs for the airport. The changing demographics and growth have increased general aviation operations and helicopter operations as well as justifying forecast growth of business jet traffic and eVTOL activity. The ALP included a new helicopter parking apron, eVTOL heliport, parking and charging, expanded FBO facilities, a new general aviation terminal building, a cost benefit analysis of a

restaurant or food truck area, expanded hangar developments, GA apron expansion, new taxiway lighting and fencing and security upgrades. This planning project identified deficiencies in the wind coverage triggering a feasibility study for reorientation of the two existing runways with special emphasis a runway length analysis. This planning study identified several on airport utility features that were serving off airport developments without adequate easements or payment to the airport for this non-aeronautical use. This resulted in a FAA compliance review. Brandley Engineering is assisting the City with the FAA compliance review and developing a proposed resolution to satisfy FAA in a manner most beneficial to the Airport and City.

**Contact:** Paula Jessup, Airport Manager, Tracy Municipal Airport, (209) 831-6215,  
Paula.Jessup@cityoftracy.org

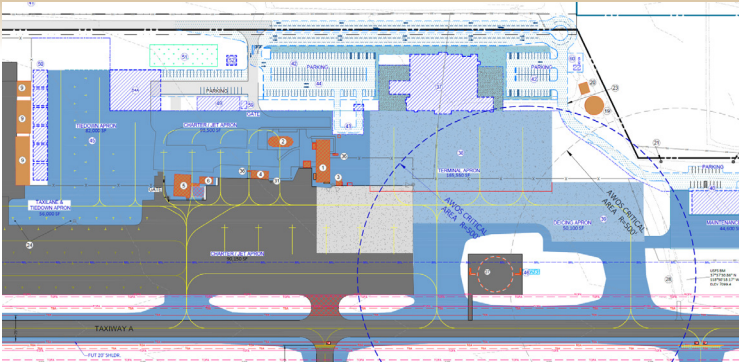
**Specific Involvement:** All items of work required for an ALP Update including project scoping, aviation forecasts and determination of critical aircraft, determination of facility requirements, evaluation of alternative development, preparation of Airport Layout Plan drawings and Narrative Report, City meetings, public meetings, and coordination with FAA.

**Status of Completion:** AGIS complete. ALP Drawings and Narrative in review by Airport.

**Project Location and Owner:** Mammoth Yosemite Airport, Town of Mammoth Lakes, California

**Project Name:** Airport Layout Plan Narrative with Updated ALP Drawings, 2019-2022

**Brief Project Description:** Significant changes in airline and business jet traffic have occurred at the Mammoth Yosemite Airport in the last five years. The existing Airport Layout Plan was evaluated and additions and modifications necessary were provided. The existing airline aircraft and passenger forecasts are included in the Airport Layout Plan Narrative and the forecasts have been expanded to include all general aviation operations, business jet operations, corporate aircraft operations, and firefighting aircraft operations including fixed wing aircraft and helicopters. The final ALP development plan includes



ample expansion including new airline terminal airside and landside facilities, expanded general aviation and charter jet aprons, relocated and expanded hangar facilities, new FBO facilities and a new helicopter parking apron. A significant feasibility study was also conducted for extensions to both ends of the runway. The critical factor in the runway extensions was the existing ground grades and grading requirements. In order to minimize the need for an expensive retaining wall and provide adequate runway length, shorter extensions are planned for both ends of the runway.

**Contact:** Sierra Shultz, Deputy Airport Manager, Mammoth Yosemite Airport, (760) 965-3654, sshultz@townofmammothlakes.ca.gov

**Specific Involvement:** All items of work required for an ALP Update including project scoping, aviation forecasts and determination of critical aircraft, determination of facility requirements, evaluation of alternative development, preparation of Airport Layout Plan drawings and Narrative Report, Town meetings, public meetings, and coordination with FAA.

**Status of Completion:** ALP Drawings have been submitted to the FAA for review.

**Project Location and Owner:** Lincoln Regional Airport, City of Lincoln, California

**Project Name:** Obstruction Mitigation Plan and Aeronautical Study, 2019-2020

**Brief Project Description:** Airport Geographic Information System (AGIS) survey and obstructions identification as defined by FAA Advisory Circular 150/5300-18B including surfaces for runways with vertical guidance, FAR Part 77 Surfaces, Threshold Siting Surfaces (TSS), and TERPS approach and departure surfaces to Runway 15-33 at the Lincoln Regional Airport. The FAA suggested that this AGIS survey be conducted to support the Airspace Analysis for instrument approach and departure procedures.

**Contact:** Roland Neufeld, Senior Engineer, City of Lincoln, (916) 434-2481, Roland.Neufeld@LincolnCA.gov

**Specific Involvement:** The AGIS survey was completed by Woolpert, Inc. Our office prepared the Obstruction Mitigation Plan including Obstruction Plan drawings showing FAR Part 77 layouts, obstruction data tables, threshold siting surfaces, approach plans and profiles, OCS plans and profiles, and published nonstandard climb gradient plan and profile. The obstruction mitigation report prepared by our office presented an obstruction analysis and mitigation measures.

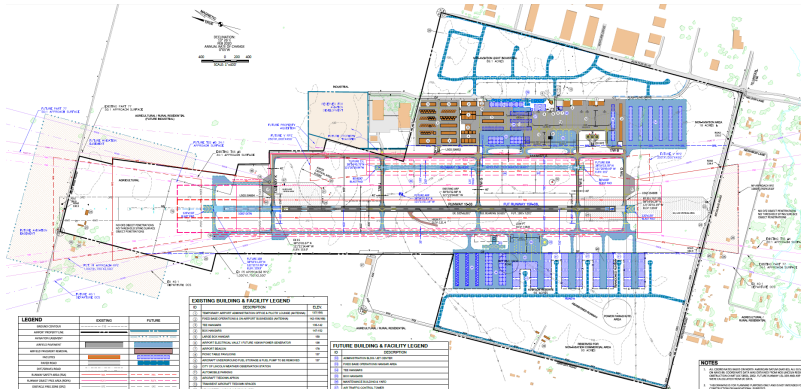
**Status of Completion:** Final Drawings and Reports submitted to and approved by the City and FAA.

**Project Location and Owner:** Lincoln Regional Airport, City of Lincoln, California

**Project Name:** Airport Layout Plan Narrative with Updated ALP Drawings, 2018-2019

**Brief Project Description:** An Airport Layout Plan Update was prepared for the Lincoln Regional Airport. Due to its proximity to Sacramento, Lincoln is a fast-growing community resulting in rapidly changing needs for the airport. This planning project required special attention on determination of critical aircraft including extensive analysis and documentation of discrepancies in the number of operations between FAA and Airport records. This critical planning element was essential to determination of the Runway Design Code (RDC) which provided the Airport protection from the possible FAA requirement to narrow their runway during future runway rehabilitation projects if the desired critical aircraft had not been properly justified and accepted by the FAA. This planning study included significant new development

of additional hangars, apron and full development of the west side of the airport including a new parallel taxiway system, FBO facilities, helipad and helicopter parking facilities, apron, corporate and tee hangars, access road and a secondary fuel island. This successful ALP effort provides ample opportunity and flexibility for the airport to expand as needed for the long-term future in order to meet the rapid growth and needs of the surrounding community.



**Contact:** Roland Neufeld, Associate Civil Engineer, City of Lincoln, (916) 434-2481, Roland.Neufeld@LincolnCA.gov

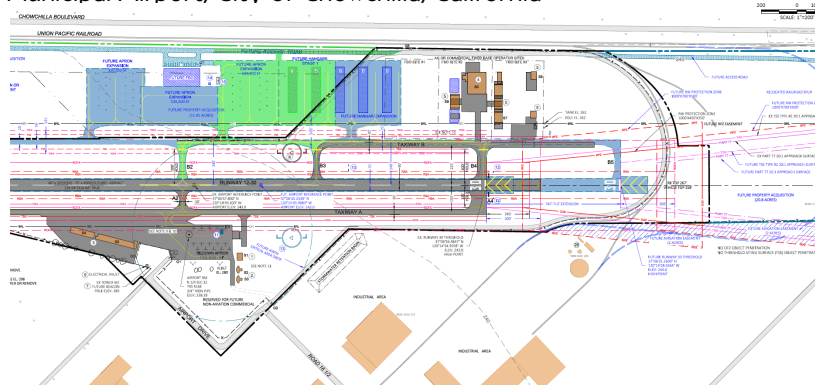
**Specific Involvement:** All items of work required for an ALP Update including project scoping, aviation forecasts and determination of critical aircraft, determination of facility requirements, evaluation of alternative development, preparation of Airport Layout Plan drawings and Narrative Report, City meetings, public meetings, and coordination with FAA.

**Status of Completion:** ALP Drawings and Narrative were submitted to and approved by the FAA.

**Project Location and Owner:** Chowchilla Municipal Airport, City of Chowchilla, California

**Project Name:** Airport Layout Plan Narrative with Updated ALP Drawings, 2018-2020

**Brief Project Description:** The largest operator at Chowchilla Municipal Airport is an aerial spray operator which had a large influence in the Airport Layout Plan development. A detailed forecasting evaluation resulted in justification to upgrade the Airport from a Runway Design Code A I Small to a B II due to the number of operations of the Air Tractor by the air spray company. This triggered a detailed study of the existing airport's Runway Design Code B II standard deficiencies and a financial feasibility study, which resulted in the decision that the Airport could not feasibly or economically comply with B II design standards at this time. As a result, the critical aircraft remained an A I Small. The ALP maintains the planning and ability to convert to a B II in the future when the City is financially ready and able, including planned geometry upgrades to accommodate the B II design standards. This approach highlights the importance placed on ensuring development of a practical and feasible plan combined with consideration of the City's financial impact while maintaining flexibility to adjust to future changes within the City. This project also included planning for significant new FBO, apron and hangar development on the east side, as well as land acquisitions to facilitate this development.



**Contacts:** Jason Rogers, Public Works Director, City of Chowchilla (559) 665-8615, Ext. 300, jrogers@CityOfChowchilla.org

**Specific Involvement:** All items of work required for an ALP Update including project scoping, aviation forecasts and determination of critical aircraft, determination of facility requirements, evaluation of alternative development, preparation of Airport Layout Plan drawings and Narrative Report, City meetings, public meetings, and coordination with FAA.

**Status of Completion:** Final Drawings and Reports submitted to and approved by the City and FAA.

**Project Location and Owner:** Alturas Municipal Airport, City of Alturas, California

**Project Name:** Obstruction Mitigation Plan and Aeronautical Study, 2018-2019

**Brief Project Description:** Airport Geographic Information System (AGIS) survey and obstructions identification as defined by FAA Advisory Circular 150/5300-18B including surfaces for runways with vertical guidance, FAR Part 77 Surfaces, Threshold Siting Surfaces (TSS), and TERPS approach and departure surfaces to Runway 3-21 and Runway 13-31 at the Alturas Municipal Airport. This remote, rural airport is surrounded by numerous potential obstructions including trees, vegetation, utility poles, terrain, fences, and railroads. Careful analysis and development of a proper mitigation plan for identified obstructions was essential to development of an effective yet practical plan to protect the Airport's existing runway length and night instrument operations.

**Contacts:** Joe Picotte, Public Works Director, City of Alturas, (530) 233-2052, jpicotte@cityofalturas.us

**Specific Involvement:** The AGIS survey was completed by Woolpert, Inc. Our office prepared the Obstruction Mitigation Plan including Obstruction Plan drawings showing FAR Part 77 layouts, obstruction data tables, threshold siting surfaces, approach plans and profiles, OCS plans and profiles, and published nonstandard climb gradient plan and profile. The obstruction mitigation report prepared by our office presented an obstruction analysis and mitigation measures.

**Status of Completion:** Final Drawings and Reports submitted to and approved by the City and FAA.

**Project Location and Owner:** Alturas Municipal Airport, City of Alturas, California

**Project Name:** Airport Layout Plan Narrative with Updated ALP Drawings, 2015

**Brief Project Description:** An Airport Layout Plan Update was prepared for the remote, rural Alturas Municipal Airport. This planning project required special attention on understanding the role and importance of the airport to the surrounding remote and rural community including providing an opportunity for emergency services including air ambulance and fire fighting services. Determination of helicopter activity and the need for helicopter parking facilities at the airport was a key component to provide a variety of essential services to the remote community. Alturas Municipal Airport has crosswind runways, each with only a partial length parallel taxiway which requires aircraft to back taxi on the runway and thus presents a safety hazard. This planning effort involved a feasibility analysis on extension of the parallel taxiway to create a full length parallel taxiway system while maintaining compliance with all FAA taxiway requirements and standards.

**Contacts:** Joe Picotte, Public Works Director, City of Alturas, (530) 233-2052, jpicotte@cityofalturas.us

**Specific Involvement:** All items of work required for an ALP Update including project scoping, aviation forecasts and determination of critical aircraft, determination of facility requirements, evaluation of alternative development, preparation of Airport Layout Plan drawings and Narrative Report, City meetings, public meetings, and coordination with FAA.

**Status of Completion:** ALP Drawings and Narrative were submitted to and approved by the FAA.

## AIRPORT ENVIRONMENTAL PROJECTS

Three projects for which environmental services were provided and on which Jim was the Project Manager for environmental services that are similar to those required by the City of Oroville are as follows:

**Project Location and Owner:** Tulelake Municipal Airport, County of Modoc, California

**Project Name:** Environmental Assessment and Environmental Impact Report; Perimeter Security Fence



**Brief Project Description:** WEC prepared the Environmental Assessment (NEPA) and Environmental Impact Report (CEQA) for the construction of a perimeter security fence. The proposed project, within the boundaries of the World War II-era Japanese internment camp, drew nearly 5,000 comments during project scoping period. The complex cultural resources process concluded that the airport is traditional cultural property for Native Americans and the Japanese American community. WEC has successfully navigated through complex issues for the most controversial airport project in California.

**Contact:** Mitch Crosby, Road Commissioner, Modoc County, 530-233-6412, mitchcrosby@co.modoc.ca.us

**Specific Involvement:** All items of work required for an Environmental Assessment including County meetings, public meetings, and coordination with FAA.

**Status of Completion:** Environmental Assessment has been submitted to the FAA for review.

**Project Location and Owner:** Mammoth Yosemite Airport, Town of Mammoth Lakes, California

**Project Name:** Environmental Assessment and Environmental Impact Report; Terminal Area Development Plan

**Brief Project Description:** WEC prepared the Environmental Assessment (NEPA) and Environmental Impact Report (CEQA) for the development of a terminal area development plan which included a new 38,000 square foot passenger terminal, 8,600 square foot maintenance building, new de-icing apron and expanded aircraft apron.

Specialized groundwater, cultural resources, biological resources, DOT Section 4(f) and visual simulation studies were conducted to assess the projects impacts.

**Contact:** Haislip Hayes, Director of Public Works, Town of Mammoth Lakes, Mammoth Yosemite Airport, (760) 965-3652, hhayes@townofmammothlakes.ca.gov

**Specific Involvement:** All items of work required for an Environmental Assessment including Town meetings, public meetings, and coordination with FAA.

**Status of Completion:** Environmental Assessment has been approved by the FAA



**Project Location and Owner:** Lincoln Regional Airport, City of Lincoln, California

**Project Name:** Environmental Assessment and Mitigated Negative Declaration – Runway and Runway Safety Area Reconstruction

**Brief Project Description:** WEC prepared an Environmental Assessment and Mitigated Negative Declaration for runway and runway safety area reconstruction. WEC coordinated the wetland delineation, special status species sampling and Clean Water Act Section 404 permit process.

**Contact:** Roland Neufeld, Environmental Services Manager, Lincoln Regional Airport, City of Lincoln, California, (916) 434-2481, Roland.Neufeld@LincolnCA.gov

**Specific Involvement:** All items of work required for an Environmental Assessment including Town meetings, public meetings, and coordination with FAA.

**Status of Completion:** This Environmental Assessment is in progress with expected completion in October 2022

### 1-3 WORKING WITH GOVERNMENTAL AGENCIES

The office of Brandley Engineering has worked with, and personally knows, key Federal Aviation Administration personnel in District, Regional and Headquarters offices. We are familiar with all FAA requirements and have assisted in the review and writing of many of the Advisory Circulars pertaining to engineering design. This close working relationship enables us to coordinate with F.A.A. to navigate any planning or environmental challenge, simplifies coordination, reviews and approvals and funding availability. Ninety-five percent of the work performed by our office is partially funded by the FAA. All projects listed in section 1-2 of the Statement of Qualifications were funded under a FAA AIP grant.

Our close working relationship with District, Regional and Headquarters Offices of the FAA allows us easy access to all members of the staff for quick and responsive coordination and reviews of all projects. This excellent relationship also enables our office to be in the unique position of being made aware of when airport improvement and planning funds are available to our clients. When funds are made available, we act quickly to coordinate with our clients on how to maximize the use of these funds and prepare applications to the FAA for improvement or planning grants.

The experience of our firm in working with all branches of the Federal Aviation Administration over the past 69 years has enabled all staff members to be very familiar with procedures, regulations, funding, and all other aspects pertaining to airport planning and environmental evaluation. All staff members are kept up to date on all FAA Advisory Circulars and Planning Guidelines.

Our office keeps up to date on all policies and procedures of the FAA on the following:

- Preparation and submittal of Airport Capital Improvement Program (ACIP) and grant applications.
- Review process of airport layout plans and environmental documents.
- Project and grant closeout.
- FAA policies and grant compliance requirements

By being up to date on these policies, we are an asset to our clients in submitting required documents accurately and within a timely manner.

Wallace Environmental Consulting believes that a significant project component is communication with the Airport and the FAA. Jim Wallace has worked with the Oroville Municipal Airport FAA environmental specialist, Camille Garibaldi, since Ms. Garibaldi joined the FAA SFO ADO – a valuable relationship to complete the Airport projects within the proposed schedule.

Together Brandley Engineering and Wallace Environmental Consulting have the expertise and experience to ensure smooth, timely and cooperative FAA approvals of all planning and environmental projects for Oroville Municipal Airport.

### 1-4 SUPPORTING INFORMATION

Brandley Engineering has provided airport planning services for over 69 years and for the Oroville Municipal Airport for the last 37 years. We have committed our Project Manager, Melissa Brandley, to fully address the needs of the Airport for the full term of the assignment. Ms. Brandley is supported by talented airport planners and engineers and by GIS specialists and senior quality control engineers. All of the Brandley Engineering staff has an extensive working knowledge of the Oroville Municipal Airport, its relationship with the FAA and the tasks required to complete Airport planning and environmental projects within the proposed schedules. A detailed staffing plan and qualifications and resumes of staff members is provided in Section 2 of this Statement of Qualifications.

Wallace Environmental Consulting has always committed needed resources to the Oroville Municipal Airport. Jim Wallace, the Project Manager, will direct staff resources to address, assess and complete all of the complex tasks necessary to prepare defensible environmental compliance documents.

The Brandley Engineering and Wallace Environmental Consulting team of seasoned professionals brings more than 150 years of airport planning and environmental compliance experience. We place a high importance on preparing clearly written documents based on a thorough knowledge of the Airport and using sound reasoning clearly explained, rigorous quality control and a solid airport planning and environmental foundation.

# STAFF AND SUBCONSULTANT QUALIFICATIONS

## 2-1 ORGANIZATIONAL STRUCTURE

Brandley Engineering has one of the most unique and highly qualified planning teams. As a family business, our planning team consists of Melissa Brandley and Damon Brandley. Both Melissa and Damon Brandley planned on continuing the Brandley Engineering legacy from an early age and began working for Reinard W. Brandley, Consulting Airport Engineer, as teenagers. As a result, our planning team's background, education, and abilities have been carefully planned to perfectly complement each other to create the best possible team. Our approach to building a highly qualified team centers on advanced education and knowledge, as these are the key ingredients to solving very difficult and complicated planning challenges. All project managers have advanced Master's degrees in Civil Engineering and extensive airport planning experience.

The project staffing for the office of Brandley Engineering has been structured to utilize experienced project managers, planners, engineers, technicians, and administrative personnel. Melissa Brandley will be the Project Manager with direct and continued responsibility over the entire project team for the duration of the contract and main point of contact for all Oroville Municipal Airport projects. All members of the Brandley Engineering team have extensive knowledge of FAA regulations, policies, and procedures. All members of the Brandley Engineering staff can begin work immediately following contract execution as needed on Oroville Municipal Airport projects. Brandley Engineering schedules the work as soon as we receive authorization to proceed on a project and holds weekly meetings to ensure all projects are being completed on time and within budget.

“Mr. Brandley, as well as his team, have extensive experience with the FAA AIP Grant program and has assisted the District successfully to complete many FAA AIP Grant Projects.”

Kevin Smith, former General Manager, Truckee

All members of the Brandley Engineering team have extensive knowledge of FAA regulations, policies, and procedures, including:

- Airport Capital Improvement Plans (ACIP)
- Airport Improvement Program (AIP) FAA grant funding
- Airport Land Use Planning
- Airport Master Planning
- Airport Layout Plan Updates, including Program Narrative
- Terminal Development
- FAA Land Use Compliance
- Airport Geospatial Information System (AGIS)/Obstruction Mitigation Plans
- NEPA and CEQA Compliance Documents
- Testifying at public hearings and negotiating with elected officials
- Cultural resource studies
- Biological studies, including Wetlands
- Wildlife Hazard Management Plans

Woolpert Inc. will be responsible for conducting and analyzing the Airport Geospatial Information System (AGIS) survey. A national architecture, engineering and geospatial (AEG) firm, Woolpert, Inc. is dedicated to providing exceptional services, employing cutting-edge technologies, and developing and implementing industry-best processes for a wide range of clients. Started in 1911 as a small surveying firm (in business 110 years), they've grown their numbers, expanded their areas of expertise and matured their client relationships to become an industry-leading provider of quality consulting services. They believe their longevity and continued success is a direct result of their firm philosophy, their highly skilled professional staff, and the diversity of services they provide.

Woolpert's geospatial services group, consisting of nearly 250 employees, includes 14 ASPRS-recognized certified photogrammetrists, 4 certified mapping scientists, 6 pilots, 6 aerial photographers/sensor operators, 25 Certified GIS Professionals (GISP), 26 registered professional land surveyors licensed in multiple states including California (68 total land survey licenses), and 19 staff members who have completed the FAA online IDLE training course. Truly a full-service consulting firm, Woolpert also possesses a suite of professions and expertise on staff that include 72 professional engineers licensed in multiple states including California (258 engineering licenses), an Accredited Airport Executive, 36 LEED certified professionals, 7 landscape architects, 15 architects and a host of photogrammetric, survey, engineering, Lidar, GIS and CADD technicians, cartographers, and quality control specialists.

Woolpert offers an unparalleled level of experience and knowledge helping airports adapt to managing spatial data and leveraging such data to improve the planning, design and construction process in support of the FAA's Airports GIS standards, operations and maintenance, business processes, developing custom software for both internal and public-facing GIS, and developing aeronautical data for various kinds of airport projects.

Jim Wallace of Wallace Environmental Consulting, Inc. will serve as the project manager for all environmental work, primary EA author and will be the primary point of contact with the Airport and the FAA SFO ADO environmental specialists. Mr. Wallace is an expert in the National Environmental Policy Act and the supporting special purpose laws and has over 40-years of experience as an environmental and resource consultant including the last 24 years as an environmental compliance and resource manager on federally obligated airports preparing over 250 NEPA and CEQA compliance documents for over 30 airports in Northern California. Since 2009, Mr. Wallace has provided environmental consulting services to the City of Oroville on the Oroville Municipal Airport. Mr. Wallace has demonstrated his commitment to the Oroville Municipal Airport over the last 13 years and will continue his dedication to providing direct and clear environmental consulting and is committed to the completion of all NEPA and CEQA compliance documents.

Jim Wallace's airport and aviation experience includes a close working relationship with the FAA's SFO ADO and a thorough understanding FAA's NEPA compliance procedures and environmental compliance relationships with special purpose laws such as the Endangered Species Act, Clean Water Act and the National Historic Preservation Act. His range of airport projects include runway, taxiway and apron reconstruction and repair; runway and taxiway extensions; obstruction removal; drainage improvements; passenger terminal expansion and new construction; security fences; runway safety area improvements and expansion and land acquisition.

Cindy Arrington, a Registered Professional Archeologist, will be a subconsultant to Wallace Environmental and will provide all cultural resources studies required. Ms. Arrington has more than 25 years' experience in cultural resource management and has performed cultural resource studies on many airports including Tullake Municipal Airport, Mammoth Yosemite Airport, and Lincoln Regional Airport.

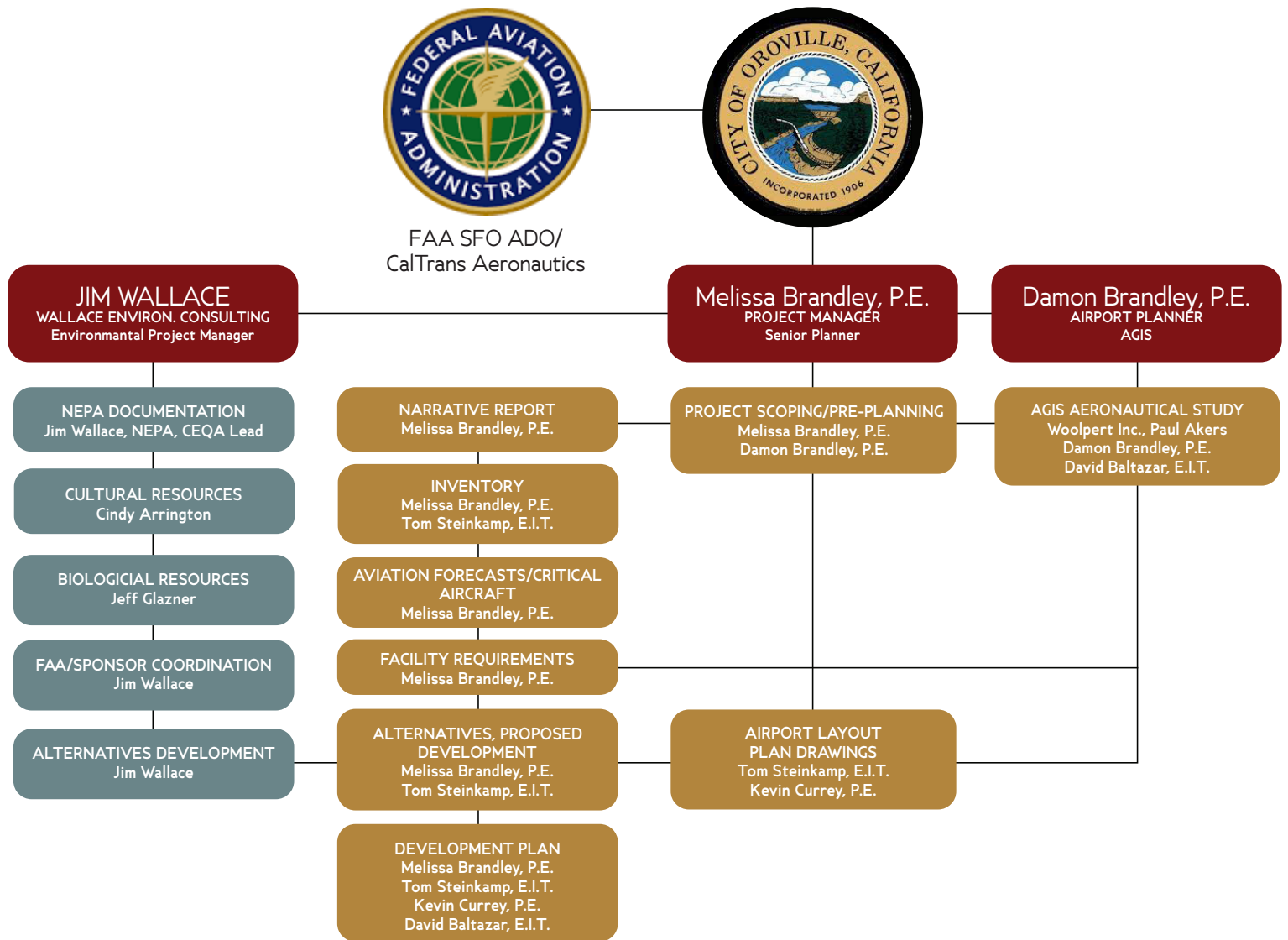
Jeff Glazner, Principal Biologist and Wetland Specialist, will be a subconsultant to Wallace Environmental and will provide all biological studies required for the Oroville Municipal Airport. Mr. Glazner has more than 30 years' experience, particularly in northern California. His primary expertise is in wetland identification and

mapping, botanical ecology, general biological assessments and surveys, and regulatory compliance. He has performed biological resources assessments at many airports including Chowchilla Municipal Airport, Livermore Municipal Airport, Mammoth Yosemite Airport, and Truckee Tahoe Airport.

Every airport faces unique environmental circumstances. WEC has worked on airports that are designated critical habitat; or are the site of significant historical and cultural resources; airports that are adjacent to major wildlife attractants or are restrained by extensive wetlands and endangered species.

Work performed for the City of Oroville on Oroville Municipal Airport projects will be managed by Melissa Brandley, P.E. The experience of each key staff member in the Brandley Engineering/Wallace Environmental Consulting Team is presented in this section of the Statement of Qualifications, including narrative descriptions, resumes, and licenses.

An organizational chart presented below shows the organizational structure that is proposed to implement Oroville Municipal Airport planning and environmental projects.



## 2-2 RESUMES



## MELISSA S. BRANDLEY, P.E.

### PROJECT MANAGER/PROJECT ENGINEER

Melissa Brandley has been on staff since 2004 and will be Project Manager/Project Engineer/Airport Planner and the main point of contact for Oroville Municipal Airport projects. Ms. Brandley is a major partner in Brandley Engineering and part of the second generation of Brandley Engineering. She is a registered Civil Engineer in the State of California (C 71139). Ms. Brandley received bachelor's & master's degrees in Civil Engineering from Texas A&M University with an emphasis in Geotechnical Engineering.

Melissa Brandley worked for Brandley Engineering for six summers during high school and college learning the basics of airport planning and complying with FAA standards and advisory circulars. She has been a full-time staff member, project manager and major partner in Brandley Engineering since completing her university studies in 2004. She has the ability to delegate responsibilities for each project including drafting of plans, preparation of reports, preparation of cost estimates, and forecasting aircraft traffic. The staff of Brandley Engineering respect her capabilities and are ready and willing to assist her on all projects. She is experienced in the planning of runways, taxiways, aprons, helicopter parking areas, hangar developments, terminal developments and roads on airports.

She has been providing engineering services to the City of Oroville on the Oroville Municipal Airport since 2005 and is familiar with all existing and future development. Her responsibilities for the Oroville Municipal Airport will include coordinating with the City, FAA, and planning staff on the Airport Layout Plan development, coordinating with Jim Wallace on environmental studies, and meeting with the City, and FAA, to develop and prepare the Airport Capital Improvement Plan (ACIP) and AIP grant applications. She will be available at all times for Oroville Municipal Airport projects.

#### EDUCATION

B.S., Civil Engineering, Texas A & M University, 2003

M.E., Civil Engineering, Geotechnical Engineering, Texas A & M University, 2004

#### REGISTRATION

California Professional Engineer, C 71139

#### EXPERIENCE

Representative projects on which Melissa has provided planning management and coordination are:

- **Mammoth Yosemite Airport** - Airport Layout Plan Narrative including updated ALP drawings – 2020-22
- **Tracy Municipal Airport** – Airport Layout Plan with AGIS Survey/Obstruction Mitigation Plan – 2019-22
- **Lincoln Regional Airport** - Airport Layout Plan Narrative including updated ALP drawings – 2019
- **Chowchilla Municipal Airport** - Airport Layout Plan Narrative including updated ALP drawings – 2019
- **Tulelake Municipal Airport** – Airport Layout Plan Narrative including updated ALP drawings - 2018
- **Chico Municipal Airport** - Airport Layout Plan Narrative including updated ALP drawings – 2018-19
- **Plumas County Airports** - Nervino Airport, Rogers Field, and Gansner Field – Airport Layout Plan Narrative including updated ALP drawings – 2017
- **Cedarville Municipal Airport** – Airport Layout Plan Narrative including updated ALP drawings - 2017
- **Madera Municipal Airport** - Airport Layout Plan Narrative including updated ALP drawings – 2016
- **Visalia Municipal Airport** – Airport Layout Plan Narrative including updated ALP drawings – 2015
- **Visalia Municipal Airport** – Terminal Area Study - 2015
- **Oroville Municipal Airport** - Airport Layout Plan Narrative including updated ALP drawings – 2013
- **Watsonville Municipal Airport** – Drainage and Utility Master Plan - 2010
- **Watsonville Municipal Airport** – Master Plan Update – 2008



## DAMON BRANDLEY, P.E

### PROJECT ENGINEER

Damon Brandley has been on staff since 2002 and will work with Melissa as needed on project management and project planning for Oroville Municipal Airport projects. He will be responsible for coordination of the AGIS survey portion of the ALP Update. Mr. Brandley is a major partner in Brandley Engineering and part of the next generation of Brandley Engineering. He is a registered Civil Engineer in the State of California (C 66558).

Damon completed a Research Assistantship at the University of Illinois in Champaign/Urbana while completing his master's degree. This research was conducted in conjunction with the FAA's Center of Excellence in Airport Pavement Research. His work as a Research Assistant included airfield pavement design and testing, Super Pave asphalt mix designs, and various other research projects.

Damon is experienced in the planning of runways, taxiways, aprons, helipads and helicopter parking areas, hangar developments, terminal developments and roads on airports.

Damon is responsible for coordinating all aeronautical studies and prepares the obstruction mitigation plans and aeronautical study reports for all projects. Damon will be responsible for the AGIS portion of Airport Layout Plan Updates for the Oroville Municipal Airport.

### EDUCATION

B.S., Civil Engineering, Texas A & M University, 2000

M.S., Civil Engineering, Transportation Engineering, University of Illinois, 2001

### REGISTRATION

California Professional Engineer, C 66558

### CONTINUING EDUCATION

AAAE GIS Conference and Exhibition, San Antonio, Texas

### EXPERIENCE

Damon Brandley has conducted planning for many airports since 2002 for Brandley Engineering. Damon is responsible for all Pavement Maintenance Management Plans prepared for Brandley Engineering and for all Obstruction Mitigation Plans and Aeronautical Studies (AGIS). Representative planning projects include the following:

- ➔ **University Airport, Davis** – AGIS Aeronautical Study - 2022
- ➔ **Tracy Municipal Airport** – AGIS Aeronautical Study – 2019
- ➔ **Lincoln Regional Airport** – Obstruction Mitigation Plan and Aeronautical Study – 2019
- ➔ **Alturas Municipal Airport** – Obstruction Mitigation Plan and Aeronautical Study – 2018
- ➔ Determination of critical aircraft and Airport Reference Code (ARC) for the following airports:
  - Lincoln Regional Airport
  - Chico Municipal Airport
  - Chowchilla Municipal Airport
  - Tracy Municipal Airport
  - Visalia Municipal Airport
  - Mammoth Yosemite Airport
- ➔ **Stockton Metropolitan Airport** - Determination of declared distances for Runway 11L-29R - 2014

## THOMAS A. STEINKAMP, E.I.T.

### AIRPORT PLANNER

Tom Steinkamp has been on staff since 1984 and will serve as the Airport Planner for the Oroville Municipal Airport.

Mr. Steinkamp brings a dynamic engineering background to this firm with over 48 years of experience in engineering design. This experience began with a mechanical engineering degree and continued with 10 years of active employment with a civil engineering consulting/materials testing firm as a project designer and materials testing technician.

Since he began working for Brandley Engineering in 1984, Mr. Steinkamp has developed a thorough knowledge of the principles and practices of civil and airport engineering and airport planning with knowledge of and experience with FAA regulations, requirements, practices, design criteria and advisory circulars.

Tom has been providing engineering services for the Oroville Municipal Airports since 1985 including the preparation of the latest Airport Layout Plan Update in 2013.

Mr. Steinkamp has been actively involved in airport planning on airports in the Western United States for the past 38 years. He was the associate in charge of the preparation of the Oroville Municipal Airport ALP in 2013. He will be the Associate Planning Project Manager for any Oroville Municipal Airport, Airport Layout Plan Updates.

### EDUCATION

B.S., Mechanical Engineering, Oregon State University, 1979

### EXPERIENCE

Representative projects on which Tom served as Airport Planner include, but are not limited to:

- **Tracy Municipal Airport** – ALP Narrative including updated ALP Drawings – 2019-2022
- **Mammoth Yosemite Airport** – ALP Narrative including updated ALP Drawings – 2020-2022
- **Chico Municipal Airport** - ALP Narrative including updated ALP Drawings – 2018-19
- **Lincoln Regional Airport** - ALP Narrative including updated ALP Drawings – 2019
- **Chowchilla Municipal Airport** - ALP Narrative including updated ALP Drawings - 2019
- **Plumas County Airports** – Nervino Airport, Rogers Field, and Gansner Field – ALP Narratives including updated ALP Drawings – 2017
- **Mono County Airports** - Bryant Field, Bridgeport, California, and Lee Vining Airport – ALP Narratives including ALP Drawings - 2017
- **Cedarville Municipal Airport** – ALP Narrative including updated ALP Drawings – 2017
- **Madera Municipal Airport** – ALP Narrative including Updated ALP Drawings – 2016
- **Alturas Municipal Airport** – ALP Narrative including updated ALP Drawings – 2016
- **Visalia Municipal Airport** – Airport Layout Plan Update Study – 2015
- **Oroville Municipal Airport** – Airport Layout Plan Update Study – 2013
- **Rio Vista Municipal Airport** – Airport Layout Plan Update Study - 2013
- **Rogers Field** – Master Plan Update Study - 2008
- **Watsonville Municipal Airport** – Master Plan Update - 2008
- **Placerville Airport** – Master Plan Update Study - 2007
- **Georgetown Airport** – Master Plan Update Study - 2007
- **Madera Municipal Airport** – Airport Layout Plan Update Study - 2007



## DAVID BALTAZAR, E.I.T.

### DESIGN ENGINEER/SENIOR DRAFTER

David Baltazar has been on staff and involved in planning and design of airports in the Northern California since 2003.

Mr. Baltazar has developed and applied his skills for designing and planning airport projects. From the scoping phase to the final plan, he treats each project with respect and professionalism in the Airport's interests, which results in a quality plan that will outperform and outlast expectations.

As an Engineer David has honed and utilized his proficiency in AutoCAD R14 through AutoCAD Civil 3D 2020 to design and draft detail-oriented airport layout plans. He is capable of providing support wherever there is a need to maintain continuity throughout Brandley Engineering's planning process. During his time at Brandley Engineering, he has helped create a system to provide a reprographic and digital maintenance that creates a smooth and timely delivery of plans when needed.

David will work closely with Damon Brandley on development of any obstruction mitigation plans that are prepared based on any AGIS surveys of the Oroville Municipal Airport. He will also work with Tom Steinkamp on preparation of Airport Layout Plan drawings required.

### EDUCATION

Bachelor of Science, Mechanical Engineering, California State University, Sacramento 2007

### EXPERIENCE

Representative projects on which David served on the planning team for Brandley Engineering are as follows:

- **Mammoth Yosemite Airport** – ALP Narrative including updated ALP Drawings – 2020-2022
- **Tracy Municipal Airport** – ALP Drawings including Obstruction Mitigation Plans – 2019-2022
- **Lincoln Regional Airport** - ALP Narrative including updated ALP Drawings – 2019
- **Lincoln Regional Airport** – Obstruction Mitigation Plan and Aeronautical Study – 2019
- **Alturas Municipal Airport** – Obstruction Mitigation Plan and Aeronautical Study – 2018
- **Plumas County Airports** – Nervino Airport, Rogers Field, and Gansner Field – ALP Narratives including updated ALP Drawings – 2017
- **Alturas Municipal Airport** – ALP Narrative including updated ALP Drawings – 2016
- **Madera Municipal Airport** – ALP Narrative including Updated ALP Drawings - 2016
- **Oroville Municipal Airport** – Airport Layout Plan Update Study – 2013
- **Rio Vista Municipal Airport** – Airport Layout Plan Update Study - 2013
- **Mammoth Yosemite Airport** – Airport Layout Plan Update - 2012

## KEVIN CURREY, P.E.

DESIGN ENGINEER/SENIOR DRAFTER

Kevin has been on staff and involved in preparation of Airport Layout Plans for Brandley Engineering since 2015.

Mr. Currey has over 10 years' experience in design and engineering of civil infrastructure projects. In addition to airport-related projects, his professional experience includes large-scale residential, commercial, and mixed use land development; design of compensatory wetlands and environmental mitigation projects; drainage master plans; and public works planning, scoping, and engineering design. He is also experienced in land planning, surveying, and project scheduling.

Mr. Currey is an expert AutoCAD Civil 3D user, mentor, and trainer. He has helped companies successfully implement Civil 3D and trained employees to become proficient in using the software through all aspects of the design process. He also managed their AutoCAD and network infrastructure. His software competencies include AutoCAD Civil 3D, Autodesk Subassembly Composer and Part Builder for Civil 3D, Autodesk Storm & Sanitary Analysis, Microsoft Office, Microsoft Project, and Microsoft Windows networking administration.

Mr. Currey will serve on the planning staff for the Oroville Municipal Airport projects.

### EDUCATION

Completed Undergraduate Major Coursework in Civil and Environmental Engineering, Brigham Young University, 2012

### REGISTRATION

California Professional Engineer, C90627

### EXPERIENCE

Representative projects on which Kevin served on the planning team for Brandley Engineering are as follows:

- **Mammoth Yosemite Airport** – ALP Narrative including updated ALP Drawings – 2020-2022
- **Tracy Municipal Airport** – ALP Narrative including updated ALP Drawings – 2019-2022
- **Chowchilla Municipal Airport** – ALP Narrative including updated ALP Drawings – 2019
- **Chico Municipal Airport** – ALP Narrative including updated ALP Drawings – 2018-2019
- **Plumas County Airports** – Nervino Airport, Rogers Field, and Gansner Field – ALP Narratives including updated ALP Drawings – 2017
- **Madera Municipal Airport** – ALP Narrative including Updated ALP Drawings - 2016
- **Alturas Municipal Airport** – ALP Narrative including updated ALP Drawings – 2016

## ALAIRE WELLS

### PROJECTS/GRANTS ADMINISTRATOR

Alaire Wells has been a member of the Brandley Engineering team since 1979. She is involved in the project administration and grants administration for all clients.

#### EDUCATION

AA, American River College, 1979

#### BACKGROUND

Alaire has been working for Brandley Engineering for the past 43 years. In that time she has become very knowledgeable in all steps required to complete a planning project beginning with the Airport Capital Improvement Program (ACIP), grant applications (FAA and State), FAA drawdown requests, and the final closeout process including final drawdown requests and requests to FAA for closeout of the grant. She has a thorough knowledge of and experience with FAA regulations, requirements, practices, and advisory circulars.

#### EXPERIENCE

Ms. Wells has been actively involved in airport project and grant administration for Brandley Engineering since 1979. She has over 43 years' experience with airports and the FAA to ensure that all projects meet FAA deadlines and are in compliance with FAA requirements and that information required by the FAA is assembled and delivered as required. All clients' requests are answered in a timely and accurate manner.

Examples of services Alaire performs for our clients include:

- Assisting Airport and Engineer in preparation of annual Airport Capital Improvement Program (ACIP)
- Assisting Airport and Engineer in preparation of grant applications
- Assisting Engineer with the preparation of the Airport Layout Plan Narrative Report
- Assisting Engineer with assembling and keeping track of FAA comments on Airport Layout Plans
- Keeping track of deadlines and budgets
- Assisting Airport with preparation of Quarterly Reports to be submitted to FAA.
- Assisting Airport in preparation of reimbursement requests for amounts reimbursable from grant projects (FAA Form 271)
- Assisting Airport in preparation of final drawdown request, the Federal Financial Report (FAA Form 425), and other documents the airport requires for closing out the FAA grant



## JIM WALLACE

WALLACE ENVIRONMENTAL CONSULTING  
PRINCIPAL, SENIOR ENVIRONMENTAL CONSULTANT

# WALLACE

Environmental Consulting, Inc

Jim Wallace has been providing environmental consulting services to airports for over 24 years and will serve as Project Manager and lead EA author for all environmental documentation for Oroville Municipal Airport projects.

### EDUCATION

B.A. History, Humboldt State University, Arcata, California

Graduate Work in Natural Resource Management, Humboldt State University, Arcata, California

### EXPERIENCE

Total Years of Experience – 44 Years

Total Years of Airport Experience – 24 Years

### AREAS OF EXPERTISE

Mr. Wallace has over 40 years of environmental and natural resources consulting experience including 23 years preparing over 250 NEPA and CEQA compliance documents for over 30 airports in northern California. Mr. Wallace serves as environmental project manager for airport improvement projects including passenger terminal expansions, runway and taxiway extensions and reconstruction, non-aviation developments, new access roads, runway safety area maintenance in sensitive habitats, parking lots, aircraft aprons and hangar development, parachute landing areas and land use compatibility plans. Nearly all of the airport projects include coordination with multi-disciplinary teams for compliance with Section 106 of the National Historic Preservation Act, Sections 401 and 404 of the US Clean Water Act, US Clean Air Act and US Endangered Species Act and many projects required compliance with the California Environmental Quality Act. Mr. Wallace has developed an excellent working relationship with FAA district and regional offices and with airport sponsors.

Mr. Wallace has extensive experience developing technical and policy strategies, testifying at public hearings and negotiating with elected officials and senior staff in U.S. Departments of Transportation, Interior, Agricultural, Commerce and the U.S. EPA. Mr. Wallace is skilled at navigating controversial project issues in public meetings and by providing relevant information and data that lead to sustainable solutions.

### RELEVANT EXPERIENCE

#### → Tulelake Municipal Airport

- In a controversial project, prepared the NEPA and CEQA compliance documents for the proposed construction of a perimeter fence. The airport and fence are located entirely within the historic boundaries of the World War II-era Tule Lake Segregation Center in Modoc County. Resolving project conflicts involved stakeholder meetings with the US Institute for Environmental Conflict Resolution and detailed cultural resource studies to comply with the National Historic Preservation Act.
- Prepared NEPA compliance documents for taxiway improvements, access road improvements and runway rehabilitation.

→ **Napa County Airport**

- Prepared NEPA compliance documents for:
  - Taxiway and taxiway extensions and improvements
  - Extension of runway safety zones into designated critical habitat
  - Acquisition of off-site property for runway protection zones
  - Widen and improve airport entrance road
  - Installation of navigation aids
  - Runway reconstruction
  - Endangered Species Act reports and consultation with the FAA and U.S. Fish and Wildlife Service

→ **Lincoln Regional Airport (CA)**

- Currently preparing an Environmental Assessment for the reconstruction of Runway 15/33; project includes revising wetland delineation
- Prepared NEPA and CEQA compliance documents for Airport Master Plan; projects included new access road, commercial non-aviation development area, box hangar complex and taxiway extension. Prepared wetland delineation which identified over 30-acres of wetlands and fairy shrimp survey which complicated airport development.
- Prepared Draft Environmental Assessment for a proposed airport business park; project was discontinued, however, we prepared special laws studies including a preliminary wetland delineation.
- Prepared NEPA compliance document for runway safety area maintenance which required mitigating impacts to wetland features

→ **Mammoth Yosemite Airport**

- Prepared NEPA and CEQA compliance documents for a new passenger terminal and terminal development area.
- Prepared report requesting that the US Fish and Wildlife Service withdraw the airport from the Bi-State Distinct Population Segment of Greater Sage-Grouse proposed critical habitat.
- Prepared multiple NEPA compliance documents for taxiway and aircraft apron reconstruction; new security fence, obstruction lighting; backup electrical power systems and wind-sock relocation.
- Prepared Wildlife Hazard Management Plan, Biological Assessment which included an assessment of biological resources within a 5-mile radius of the airport.
- Prepared a memorandum regarding Federal environmental reviews and proposed commercial development on approved 1998 ALP.
- Prepared environmental scope of work included in the AIP for airport terminal development.

→ **Lake Tahoe Airport**

- Prepared NEPA compliance document to reduce runway width and return unpaved surfaces to the Truckee River Sensitive Environment Zone.
- Prepared NEPA compliance document for new taxiway.
- Conducted assessment of surface water quality impacts associated with year-round spring-fed drainage ditch.
- Prepared Wildlife Hazard Management Plan.
- Prepared Wildlife Hazard Management Plan, Biological Assessment which included an assessment of biological resources within a 5-mile radius of the airport.

**CINDY ARRINGTON, M.S., RPA**

PRINCIPAL



NATURAL INVESTIGATIONS COMPANY

**EDUCATION**

M.S., Historical Archeology, California State University, San Jose

B.A., Anthropology, California State University, San Jose

**CERTIFICATIONS/AFFILIATIONS**

Registered Professional Archeologist

40-hour Hazardous Operations and Response Certification (#99-146)

Cindy Arrington has more than 25 years of experience in cultural resources management. She has also served as a corporate trainer providing private and public clients with instruction in Section 106, and consulting with Native American groups. Ms. Arrington has extensive experience in multi-disciplinary team management in the environmental profession. She has expertise in project performance and compliance with federal, state, and local regulations; implementation of environmental mitigation monitoring plans for complex construction projects; preparation of reports; and direction of cultural resources surveys, and excavation. Ms. Arrington has authored/co-authored hundreds of technical reports under compliance with federal, state, and local regulations (NEPA, NHPA, Section 106, CEQA, SEPA) and agencies (Federal Aviation Administration, U.S. Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Army Corps of Engineers, U.S. Forest Service, California Energy Commission, California Department of Transportation, California Public Utilities Commission, etc.).

**REPRESENTATIVE PROJECT EXPERIENCE**

→ **Tulelake Municipal Airport Perimeter Fence Project, Modoc County, CA.**

Reviewed prior cultural resource studies and National Register eligibility evaluations of the Tule Lake Segregation Center (TLSC) component of a multi-component archaeological site within area of potential effects for undertaking, and recommended additional cultural resources analysis. Recommended the TLSC component be evaluated as a Traditional Cultural Property eligible for National Register listing under Criterion A for its association with events that have made a significant contribution to the broad pattern of history for the TLSC community. Lead federal agency: Federal Aviation Administration; Section 106 compliance.

→ **Mammoth-Yosemite Airport Terminal Area Development Plan**

Natural Investigations Company, Inc. was retained to provide cultural resources services for the Mammoth Yosemite Airport Terminal Area Development Plan in the Town of Mammoth Lakes California. The cultural resources services by Natural Investigations include a literature review, Sacred Lands File search and Native American outreach, an intensive-level pedestrian survey of the 17.91-acre Area of Potential Effects, and a Project effects assessment with the technical report. The study was completed in compliance with Section 106 of the National Historic Preservation Act (NHPA) and in support of the EA. Lead federal agency: Federal Aviation Administration; Section 106 compliance.

→ **Lincoln Regional Airport Improvements, Placer County, CA.**

The City wishes to reconstruct runway 15-33 to address engineering issues such as, pavement cracking and surface deterioration. Natural Investigations provided cultural resources survey, literature search, Native American Sacred Lands search, archival and historic map research, in preparation of the Cultural Resources Survey and Evaluation Report. Lead federal agency: Federal Aviation Administration; Section 106 compliance.

**JEFF GLAZNER**  
PRINCIPAL BIOLOGIST, WETLAND SPECIALIST



Mr. Glazner is the owner and Principal Biologist of Salix Consulting, Inc. He is a wetland scientist and biological consultant with more than 30 years of experience, primarily in northern California. He is formally trained as a botanist and specializes in aquatic resource assessments, delineations, and permitting. His areas of expertise include wetland identification and mapping, botanical ecology, general biological assessments and surveys, aerial photo analysis and interpretation, and regulatory compliance. He is fully knowledgeable of state and federal permitting requirements of the federal Clean Water Act, Federal and California Endangered Species Acts, California Department of Fish & Wildlife Streambed Alteration Agreements, California Regional Water Quality Control Board certifications, and the requirements of CEQA and NEPA.

### PROFESSIONAL SKILLS AND EXPERIENCE

Mr. Glazner has been a business owner since 1996. His primary practice area is the mapping and definition of existing wetland and biological field resources and explanation of those resources during the entitlement phase of a project. He frequently assists clients with federal, state, and regional permitting requirements, working with regulators at all governmental levels to determine the threshold of significance for impacts to resources. Over the course of his professional career, he has conducted biological surveys and field analyses on more than 1,000 project sites covering hundreds of thousands of acres. Mr. Glazner holds a Private Pilot certificate and an FAA Part 107 Remote Pilot Certificate and is a skilled practitioner of Unmanned Aerial Systems. He has completed numerous large landscape photo interpretation and resource identification projects. In addition to managing client projects, he serves as a primary consultant to Placer County in the development of a Programmatic General Permit, a program to allow Placer County to issue wetland permits for projects involving small amounts of fill in waters of the U.S. in western Placer County.

### ACADEMIC DEGREES AND PROFESSIONAL CERTIFICATES

B.S., Botany, University of California, Riverside, 1985  
Private Pilot Certificate  
Remote Pilot Certificate (Part 107)

### PROFESSIONAL AFFILIATIONS

International Society of Wetland Scientists  
California Botanical Society

### CURRENT REPRESENTATIVE AIRPORT EXPERIENCE

#### → Chowchilla Municipal Airport (2017-2020)

In 2020, at the request of the city of Chowchilla, Salix conducted a Biological Resources Assessment for an approximate 6.1-acre privately owned property with a building, located at the end of the runway of the Chowchilla Municipal Airport. In 2017, Salix conducted a preliminary wetland assessment at Chowchilla Municipal Airport and provided a map and report illustrating potential wetlands totaling just over an acre within the airport infield. The work was conducted as part of planning to implement improvements in the runway safety area at the north end of the 12-30 runway.

→ **Colusa County Airport (2003 and 2020)**

In 2020, Salix provided aerial mapping services with an Unmanned Aerial Vehicle (UAV), providing high-resolution UAV-derived datasets of the Colusa County Airport. The coverage area included the entire airport property with a focus on the runway to identify pavement details. In 2003, a special-status plant survey was conducted on the airport, located to the west of the Colusa National Wildlife Refuge. The special-status plants targeted for the survey were identified in the Colusa County Airport Master Plan.

→ **Livermore Municipal Airport (2020)**

Salix conducted a wetland delineation and a Biological Resources Assessment for a 3-acre parcel that is owned by the City of Livermore and is part of the Livermore Municipal Airport. The parcel is being considered for retail development.

→ **Mammoth-Yosemite Airport (2019-2020)**

The airport is owned by the Town of Mammoth Lakes and is located within the town limits. The Town has proposed a Terminal Area Development Plan that would significantly expand the airport's ability to provide services to airport users. Salix conducted a Biological Resources Assessment on the ±24 -acre Mammoth Yosemite Airport Terminal Area Development Plan study area. Salix also conducted UAV aerial surveys to collect aerial photography, topographic data, and other visuals that were used for outreach to inform the public on the proposed airport improvements.

→ **Ramona Airport (2020)**

Salix conducted a reconnaissance level biological and wetland site assessment of a 20-acre County-owned leased property located at the Ramona Airport in Ramona, CA, to evaluate potential effects on sensitive habitat and waters of the U.S.

→ **Truckee-Tahoe Airport (2012-2020)**

Between 2012 and 2020, Salix conducted five biological studies and several reconnaissance-level assessments in support of proposed Truckee-Tahoe Airport projects, such as runway rehabilitation, hangar construction, a medical flight facility, a land exchange, and expansion of the Administration Building parking lot. The studies included biological and wetland constraints assessments and a rare plant survey.

→ **Tulelake Municipal Airport (2020)**

Salix provided an analysis of current special-status species database queries to update Biological Resources Reports prepared in 2009 and 2003.



## Paul Akers, PLS, PMP

### Geospatial Project Manager

A licensed professional surveyor and recognized expert in the FAA Airport GIS program, Paul Akers is responsible for multiple types of aviation geospatial projects and clientele. His extensive experience includes photogrammetric and geodetic surveys, GIS data collection and analysis, airborne GPS applications, topographic surveys, geodetic leveling, subsurface utility engineering, hydrographic and boundary surveys. As the Manager for numerous aviation-specific geospatial related projects, Paul possesses technical expertise on all mandatory aspects of FAA and related geospatial surveys and mapping requirements.

To-date, Paul has overseen the completion of over 500 aeronautical surveys. His project work has also extended into aviation planimetric and topographic data collection projects supporting Airport Layout Plans (ALPs), airport asset management data collection to support enterprise information system development, and high accuracy geodetic control establishment. Over the past five years, Paul has worked with the Woolpert team and the FAA on the development of documented standards, data model improvements, and quality control standards. He is frequently asked to participate on industry expert panels, provide workshops and informational presentations at industry events and conferences, and to provide his opinion on the data collection plans and reports developed by others in the industry.

### Project Experience

**Montgomery-Gibbs Executive Airport and Brown Field Municipal Airport ALP and Master Plan Development Services—San Diego, California.** Project Manager responsible for overall contract management, scheduling, client coordination, data review, and QA/QC of orthophotography, final reports, and AGIS deliverables. As a subconsultant, Woolpert was selected to help prepare Master Plans and ALPs for Montgomery-Gibbs Executive Airport and Brown Field Municipal Airport. The Woolpert team also collected new digital color aerial photography and topographic/planimetric and obstruction mapping of each airport per FAA Advisory Circulars 150/5300-16B, -17C and -18B. The new aerial photography was used for preparing base maps, the ALPs, and airspace and inner approach surface drawings.

**San Diego International Airport Airspace Analysis Survey—San Diego, California.** Project Manager tasked with contract management, planning for aerial imagery acquisition, and safety-critical data delivery. Woolpert was selected to provide an airspace analysis survey of Runway 09 and 227 at the San Diego International Airport (SAN) per FAA Advisory Circular 150/5300-18B criteria for submission through the FAA Airports GIS portal. The Woolpert photogrammetry team developed a flight plan, coordinated the acquisition of new aerial photography, and processed and analyzed the collected imagery data. Research was performed on all NGS geodetic control marks within the area, along with a radial search and review of any potential obstructions listed on the FCC and OEAAA websites. Woolpert utilized BAE System’s ClearFlite software for both photogrammetric obstruction analysis and as a quality control check of ground-surveyed obstructions. The final deliverables included an AGIS-compliant data file of safety-critical runway data and the final survey report.

**Phoenix Sky Harbor International Airport Airspace Analysis Survey—Phoenix, Arizona.** Project Manager who prepared fee estimates, provided quality control of imagery reports and survey data, communicated closely with the client, and delivered final reports. In support of the Phoenix Sky Harbor International Airport (PHX), the Aviation Department of Phoenix intended to collect GIS data in compliance with FAA Advisory Circulars 150/5300-16A, -17C, and -18B. The main goals of this effort were to evaluate applicable existing airport data for compliance with FAA Advisory Circular 150/5300-18B, Table 2-1-Aeronautical Survey and Airport Base Mapping Database requirements. Attributes were migrated from existing attribution 2D airport features to new 3D AGIS-compliant features as supported by the gap analysis report findings. Woolpert collected aerial photogrammetric data, conducted an obstruction survey, developed planimetric data and collected attributions to support airport planning, design, and construction activities. Subsequently, Woolpert developed and deliver GIS features for the airport configuration and data necessary to support an upcoming airport Master Plan and Runway Incursion Mitigation study.



### Professional Data

#### Experience

35 years

#### Education

Associates, Civil Technology, Surveying and Mapping, Thompson School of Applied Science

#### Professional Registration

Professional Land Surveyor, AR #1565, FL #5377, GA #003020, NC #4144

Project Management Professional, National #1932572

## Mike Zarlengo, PLS

### Project Surveyor

Mike is a licensed Professional Land Surveyor with over 16 years of experience from multiple types of geospatial projects. His practical skills include photogrammetric and geodetic surveys, GIS data collection and analysis, airborne GPS applications, topographic surveys, geodetic leveling, subsurface utility planning, hydrographic, and boundary surveys. Mike coordinates with field survey crews, clients and engineers to perform project assignments, assists in developing the skills of other survey personnel, and is responsible for improvement of project quality control and quality assurance.

Mike is proficient with equipment including Trimble GPS, AutoCAD Civil 3D, ArcGIS, MicroStation, and geomatics as surveying data retrieval methods in his line of work. Mike has contributed to many national large-scale data collection procedures that involve land development, drainage, buildings, roads and pipelines. He has also extensively worked with green resource agencies to limit environmental impact to areas of concern, including special status, threatened and endangered species. Mike has conducted key preliminary assessments of natural resources in the event of draining installations, delineation of water sources, vegetation clearings, etc.



### Professional Data

#### Experience

16 years

#### Education

Bachelor of Science, Geomatics Engineering, The Ohio State University

#### Professional Registration

Professional Land Surveyor, California #8795

### Project Experience

**Montgomery-Gibbs Executive Airport and Brown Field Municipal Airport ALP and Master Plan Development Services—San Diego, California.** Surveyor who finalized reports and AGIS deliverables. Woolpert was selected to help prepare Master Plans and ALPs for Montgomery-Gibbs Executive Airport and Brown Field Municipal Airport. The Woolpert team also collected new digital color aerial photography and topographic/planimetric and obstruction mapping of each airport per FAA Advisory Circulars 150/5300-16B, -17C and -18B.

**San Diego International Airport Airspace Analysis Survey—San Diego, California.** Surveyor responsible for conducting the airside survey. Woolpert was selected to provide an airspace analysis survey of Runway 09 and 27 at the San Diego International Airport (SAN) per FAA Advisory Circular 150/5300-18B criteria for submission through the FAA Airports GIS portal. The Woolpert photogrammetry team developed a flight plan, coordinated the acquisition of new aerial photography, and processed and analyzed the collected imagery data. Research was performed on all NGS geodetic control marks within the area, along with a radial search and review of any potential obstructions listed on the FCC and OEAAA websites. Woolpert utilized BAE System’s ClearFlite software for both photogrammetric obstruction analysis and as a quality control check of ground-surveyed obstructions. The final deliverables included an AGIS-compliant data file of safety-critical runway data and the final survey report.

**San Carlos Airport Airspace Analysis—San Carlos, California.** Surveyor tasked with performing an airport airspace analysis survey of the existing approaches of Runway 12-30. The AAAS for this project followed the standards for a vertically guided runway survey. Woolpert initiated and completed the AGIS project process on the AGIS web portal as an instruction procedure development survey to develop SOW and plans as required. Woolpert also established photogrammetric control and collected stereo imagery covering the surface area of the runway standards. Woolpert compiled and submitted the necessary plans, reports, and data files to the FAA. The airside survey included tasks from preparation, coordination, observation, and reduction of safety criteria data. Woolpert utilized the ClearFlite software developed by BAE to measure and record obstructions and to quality control any obstruction analysis completed via the ground survey.

**San Francisco International Airport Aerial Imagery and Obstruction Analysis—San Francisco, California.** Surveyor responsible for field data collection and inventory. Woolpert collected aerial photogrammetry, conducted an obstruction survey, and evaluated changes to previously collect planimetric data to support San Francisco International Airport's (SFO) planning, design and construction activities. As part of the As-Needed GIS Support Services contract, the airport needed to maintain and update their AGIS data as well as other GIS datasets deemed important to their business needs. As part of this task order, Woolpert developed, collected and converted new imagery for areas both on and off the airport in compliance with FAA Advisory Circulars. The team updated obstacle data previously collected and used it to analyze impacts on the surrounding airspace.

# APPROACH TO PROJECTS

The Brandley Engineering Team's approach to airport planning and environmental projects centers around consistent involvement and communication with the client and the FAA. At the beginning of each project we hold a scoping meeting with the client to discuss the scope of the project and identify all technical and functional needs of the Airport and any anticipated challenges or complications. This meeting is critical to ensure our planning incorporates the needs of the client and fully accommodates the unique challenges that are specific to that airport. In addition, frequent meetings are held with the client throughout planning to review the status, discuss any new challenges that have been uncovered throughout the planning, and ensure the Airport's needs are being accommodated.

Early and frequent involvement with the FAA staff of the San Francisco ADO and Regional Offices is a cornerstone of our philosophy and a key ingredient to efficient FAA approval of projects. In addition, detailed cost estimates are developed in the preparation of the ACIP to ensure the FAA programed grant funding matches the Airport's ultimate plan. Any modifications affecting costs are coordinated with the FAA.

Brandley Engineering has a qualified staff that works together daily as a team. We rely on each other, and sub-consultants as necessary, to ensure that top quality, coordinated documents are produced. The ability to work seamlessly together as an efficient team provides us the important capability to ensure that all phases of a project are coordinated and completed in an efficient and cost-effective manner. A project manager from our staff is assigned to each project and is responsible for carrying out the planning and/or design for that project. Every project is thoroughly reviewed by Melissa and/or Damon Brandley throughout the project and before the final documents are submitted to the client.

Our office has implemented a vigorous quality control program with multiple checks and balances to ensure every document that is submitted is comprehensive, accurate and represents the quality that our name has been associated with for 69 years. Each document is thoroughly reviewed by the project manager assigned to that airport and a minimum of one other project manager from our firm.

We have a unique capability of handling all phases of the work in our office or with other team members when necessary and, as a result, can provide a full service on all projects.

We intimately know the requirements and standards of the Federal Aviation Administration and of the Caltrans Division of Aeronautics and are prepared to proceed quickly with the planning of all projects.

Our approach to all planning on airports includes the following:

## 3-1 AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP)

For all our clients we provide assistance in planning and development of their Airport Capital Improvement Plan (ACIP), including meeting with the client and the F.A.A. to review the desired development at the airport and preparing the ACIP including estimates of cost, program narrative, and sketch maps.

Our approach to development of a useful and practical Airport Capital Improvement Plan (ACIP) includes using the expected 2023 Pavement Maintenance Management Plan (PMMP) as a guide to prioritize the rehabilitation needs of existing pavements and the Airport's Airport Layout Plan as a guide to prioritizing the need for new development on the Airport. The ideal ACIP includes finding a balance between the Airport's needs and priorities and FAA's funding priorities, as well as the client's available matching funds. As a result, we develop an ACIP that provides the Airport with a useful plan to achieve their goals and places the Airport in a position to have the maximum competitive advantage for receiving discretionary funding for FAA AIP grants.

### 3-2 FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT IMPROVEMENT PROGRAM (AIP)

Once the ACIP has been prepared and submitted to the FAA, our office prepares all necessary applications and documentation for the FAA AIP grant funding and, if desired, for the Caltrans matching grant program.

### 3-3 AIRPORT MASTER PLANNING

In 2023, Oroville Municipal Airport is planning an Airport Layout Plan Narrative with Updated ALP drawings and Exhibit "A" (Property Map) and an Aeronautical Study. These documents will serve to update the 2013 Airport Layout Plan Update. In 2013, Brandley Engineering prepared the Airport Layout Plan Update for the Oroville Municipal Airport including updated ALP Drawings and a Narrative Report. Our office has on file all base data for the proposed 2023 ALP Update including AutoCAD drawings, aviation forecast information, property boundary information and the past and future projects anticipated at the Oroville Municipal Airport.

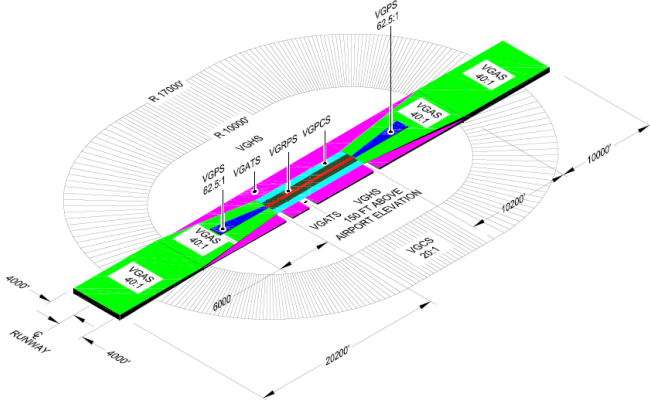
It is vital during the initial stages of an Airport Layout Plan Update that the critical aircraft (aircraft or group of aircraft with over 500 operations per year) be determined in order that the Runway Design Code (RDC) can be determined. This important step sets the standards which all Airport Layout Plan elements must meet. Careful and diligent examination of all available data is necessary in order to ensure the Airport determines the appropriate critical aircraft that is currently operating at the airport. This will provide the minimum dimensions of pavements, safety areas, and object free areas, which will help determine the areas on the airfield that are available for future development. This step requires careful coordination with the Airport and Airport users to gather as much available data as possible and also careful FAA coordination to ensure a smooth and efficient FAA approval of the critical aircraft. Careful attention will be paid to make the best efforts possible to protect the current Runway 2-20 C-III Runway Design Code and minimize the required decrease in this code based on existing traffic counts in order to best protect the future capacity to serve larger jet operations at Oroville Municipal Airport.

Oroville Municipal Airport is ideally situated between Chico and Sacramento and has two runways, including one 6,020-foot runway. There is ample opportunity for expansion at the Oroville Municipal Airport. The existing airport property encompasses large sections of undeveloped land that are ideal for future aviation and airport compatible commercial/industrial development. Our approach to the development of the Airport Layout Plan will include proper planning for expansion of Airport facilities to accommodate increased aviation activity. This may include future hangar areas, apron expansion, new fueling facilities, and areas for expanded FBO and aviation businesses, as well as providing areas for aviation compatible commercial/industrial areas. The existing Runway 2-20 currently has two Runway Safety Area violations with a fence and portion of Afterbay Drive crossing the Runway Safety Area of this C-III runway. This RSA violation will require special attention to plan the mitigation in a way that best protects the airport's future capacity to serve larger jet operations. The critical aircraft determination discussed above will play an important part in the mitigation plan for this RSA violation as it will set the dimensions of the RSA and provide justification for any planned mitigation measures. For all ALP efforts, careful attention is paid to ensure that all proposed future and existing facilities meet all FAA standards.

For all Airport Layout Plan efforts, a high importance is placed on consideration of the environmental challenges unique to each individual airport and ensuring all future development plans minimize the environmental complications. The ALP narrative report will include a chapter on analysis of the general environmental challenges to the airport. This information will be considered during the "alternatives analysis" for all future developments in order to provide a practical plan for airport development that minimizes the environmental complications for future projects. Portions of Oroville Municipal Airport are designated critical habitat for endangered fairy shrimp. Brandley Engineering conducted extensive environmental studies on the fairy shrimp habitat during the engineering design of the Runway 2-20 extension. We have on file accurate data on the locations of these designated critical habitat locations and are the best firm to provide planning for future development that incorporates consideration of the locations and protection of the fairy shrimp on the airport in order to create a feasible and economically viable plan for future development.

Our staff is current on FAA requirements for airport master planning and airport design. The Federal Aviation Administration has developed Standard Operating Procedures (SOP) for Airport Layout Plans and Property Maps, known as Exhibit "A". Our office prepares all Master Plans in accordance with Advisory Circular 150/5070-6B, Airport Master Plans, and with Advisory Circular 150/5300-13B, Airport Design. Appropriate data and recommendations from area-wide planning agencies and the California Department of Transportation, Division of Aeronautics, are used and evaluated in these planning documents.

As part of the Airport Layout Plan Update, an Airport Geospatial Information System (AGIS) survey will be conducted to support the Airspace Analysis for instrument approach and departure procedures into Runway Approach 12-30, along with the development of an Obstruction Mitigation Plan. Woolpert Inc. will be responsible for the AGIS aeronautical survey. To streamline the survey process and to assist with the obstacle verification process, Woolpert has developed the Woolpert Aeronautical Surveying Program (WASP) toolkit. A proprietary collection of tools that allows for better quality control and improved storage of large datasets being developed. WASP connects to the FADDS database and populates a research checklist complete with the owner and manager contact information, the existing runway information, existing NAVAID information, and the controlling obstacle for each runway end. This toolkit can automatically create any type of AC150/5300-18B-13A, Part 77, or EB99 Obstacle Identification Surface (OIS). Additionally, this toolkit incorporates information from the National Geodetic Survey (NGS), FCC Antenna Structure Registration, and the OE/AAA databases. For example, the WASP toolkit was utilized on the FAA's Wide Area Augmentation System (WAAS) and allowed a streamlined obstacle verification approach to be developed, as well as included quality control processes and improved storage of large datasets being developed. The OIS surfaces auto generated from the WASP toolkit are imported into the Airfield 3D module of DAT/EM. DAT/EM Airfield 3D collects obstacle and planimetric data in a 3D environment. Airfield 3D automatically sends 3D (x, y, z) ground coordinates to the CAD and GIS software for immediate feedback and feature verification. The DAT/EM software is also capable of identifying whether the elevations of the obstacles are above or below the OIS surfaces. The resulting obstacles and penetration values are stored in the Airfield3D/ESRI ArcMap software as a Geodatabase or Shapefiles. If any additional planimetric mapping or topographic features need to be collected, those features are extracted from the imagery, in a 3D stereo environment in the same Geodatabase or Shapefiles.



Brandley Engineering's approach to airport planning services is as follows:

<p><b>PROJECT SCOPING/ PRE-PLANNING</b></p>	<p>Work with the Sponsor and the FAA to identify the specific airport development issues to be addressed and evaluate data available/required in the Airport Layout Plan Update, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Sponsor goals and objectives</li> <li>• Availability of data including aviation forecasts and airport inventory data.</li> <li>• Timeframe for forecasts – Short, intermediate, and long term.</li> <li>• Environmental considerations</li> <li>• Schedules – Coordination and reviews and completion of deliverables.</li> <li>• Deliverables – Number, type, and format</li> </ul>
---	--

<p><b>INVENTORY</b></p>	<p>Evaluate existing airport conditions including surrounding community and the Airport’s roles in supporting its community.</p> <ul style="list-style-type: none"> <li>· Inventory existing airport facilities, features &amp; services provided including Airfield Facilities, Building Facilities, Airspace, Lighting and Nav aids, Services Available (Fuel, AWOS etc..), Access, Utilities and Security etc..</li> </ul>
<p><b>AVIATION FORECAST/ CRITICAL AIRCRAFT</b></p>	<p>It is vital during the initial stages of an ALP Update that the airport forecast and critical aircraft be determined in order to establish the existing and future operational demands on the airport and the Runway Design Code (RDC). This step requires careful coordination with the Airport and Airport users to gather as much available data as possible. Careful early FAA coordination is necessary to ensure a smooth and efficient FAA approval of the critical aircraft. Preparation of aviation forecasts is a very important first step in the preparation of an Airport Layout Plan as everything from determination of critical aircraft to future development of the airport is based on aviation forecasts.</p>
<p><b>ENVIRONMENTAL</b></p>	<p>Evaluate environmental challenges unique to the Airport when considering future development to provide a practical plan that minimizes the environmental complications for future projects. Particular to the Oroville Municipal Airport, there are designated areas of “critical habitat” that will require careful planning and/or mitigation to protect these areas. A portion of the Airport Layout Plan Narrative will be dedicated to Environmental and Wildlife Hazard Management Considerations.</p>
<p><b>AGIS</b></p>	<p>An Airspace Analysis will be prepared for instrument approach and departure procedures into runway approaches. Aeronautical survey and mapping will meet the standards outlined in FAA Advisory Circulars 150/5300-16A, -17C, and 18B. The survey will be completed for:</p> <ul style="list-style-type: none"> <li>· Instrument Approach Procedure Development – RVG approach for Runway 2-20 and Runway 13-31.</li> <li>· Part 77 analysis</li> <li>· Airport Layout Plan Data</li> </ul> <p>Our office will prepare an obstruction analysis based on the AGIS survey.</p>
<p><b>FACILITY REQUIREMENTS ANALYSIS</b></p>	<p>Evaluate the Airport’s ability of existing features identified in the “Inventory” to meet the current and future demand based on the “Aviation Forecast”.</p> <ul style="list-style-type: none"> <li>· Each airport feature is evaluated (Runway and taxiway width, length, orientation, apron size and configuration, airspace requirements, Nav aids, airport drainage etc.) and compared to the FAA design standards.</li> <li>· Incorporates obstruction analysis from the AGIS aeronautical survey.</li> <li>· Incorporates existing pavement rehabilitation needs from the PMMP.</li> <li>· Includes evaluation of existing environmental issues and constraints.</li> <li>· This important step provides justification for the future developments proposed on the ALP and identifies a list of “action items” which need to be addressed on the ALP</li> </ul>

<p><b>ALTERNATIVES DEVELOPMENT AND EVALUATION</b></p>	<p>Brandley Engineering will work with the City of Oroville to develop and evaluate various alternatives to address each "action item" identified in the "Facility Requirements Analysis". Potential solutions to the "action items" such as a taxiway extension, tee hangar development, apron expansion, access roads, parking lots, and navigational aids will be defined. Several different concept layouts will be presented with an accompanying cost/benefit analysis of each.</p>
<p><b>AIRPORT LAYOUT PLANS</b></p>	<p>Airport Layout Plan drawing set incorporating the selected "Alternative Developments" will include the following:</p> <ul style="list-style-type: none"> <li>· Cover Sheet</li> <li>· Airport Layout Plan</li> <li>· Data Tables</li> <li>· Terminal Area Layout Plan</li> <li>· Airport Airspace Drawing</li> <li>· Inner Portion of Approach Surface Drawing(s)</li> <li>· Airport Land Use Drawing</li> <li>· Airport Property Map, Exhibit "A"</li> </ul>
<p><b>DEVELOPMENT SUMMARY</b></p>	<p>Brandley Engineering will work with the City of Oroville to prioritize and phase the proposed development to meet the Airport's short-, medium- and long-term needs and goals. Cost estimates will be prepared for each proposed project. A realistic future project schedule and timeline will be created with careful consideration of local and FAA financial constraints.</p>
<p><b>NARRATIVE REPORT</b></p>	<p>The comprehensive Narrative Report will include details of each of the steps listed above and will provide the City of Oroville with a well justified and realistic plan for development of the Airport to improve the Airport's usability and importance in the local community.</p>

**3-4 ENVIRONMENTAL SERVICES**

Wallace Environmental Consulting's philosophy for environmental studies centers around developing a plan that satisfies all environmental requirements and restrictions in a way which provides the least impact to the Airport and future airport development. Too often environmental studies focus solely on evaluating and mitigating the environmental constraints without considering the impact of potential mitigation measures on the future development of the Airport. Wallace Environmental Consulting studies various mitigation options and places a high importance on recommending a mitigation plan which provides the least impact to the Airport and minimizes limitations on the future development of the Airport. This results in a "practical" environmental study which provides the Airport with a plan to properly address environmental challenges in a manner which compliments the Airport's goals and future development.

All projects proposed to be developed on an airport are required to be categorically excluded in accordance with the National Environmental Policy Act (NEPA) as administered by the FAA. Wallace Environmental Consulting will prepare a Categorical Exclusion for each development project proposed on the Oroville Municipal Airport's 5-year ACIP. These documents will be submitted to the FAA for approval prior to submitting an application for FAA funding under the AIP grant program.

Any projects that cannot be categorically excluded in accordance with NEPA will be subject to an Environmental Assessment (EA). If required, Wallace Environmental Consulting will prepare an EA in accordance with NEPA, the Council on Environmental Quality (CEQ) regulations (Title 40, Code of Federal Regulations Parts 1500-

1508), FAA Order 1050.1F, Chapter 6, Section 6-2, Sub-Section 6-2.1 (Policies and Procedures for Considering Environmental Impacts), and FAA Order 5050.4B, (National Environmental Policy Act Implementing Instructions for Airport Actions).

An EA evaluates the potential environmental impacts and, if necessary, recommends mitigation measures of proposed federal actions when those actions, as proposed by the Airport sponsor, cannot be categorically excluded in the presence of extraordinary circumstances in accordance with FAA Order 1050.1F. In an EA, Wallace Environmental Consulting, the City of Oroville, and the FAA will cooperatively develop the project’s purpose and need and project alternatives. Alternative analysis must include a “no project” alternative, the preferred alternative and, if possible, reasonable alternatives which meet the project’s purpose and need. Regardless of the alternatives evaluated in an EA, to fully assess the project’s impacts, the EA will evaluate the environmental resource categories using guidance provided in FAA Order 1050.1F, and will be prepared to provide the community with full disclosure and to assist the FAA in making funding recommendations.

Wallace Environmental Consulting’s approach to airport environmental services is as follows:

<b>FAA COORDINATION</b>	From the project outset to project completion, WEC will coordinate with the FAA to minimize delays and act as a liaison between the City and the FAA.
<b>PROJECT SCOPING/ PRE-PLANNING</b>	WEC will confirm that any proposed project is shown on the conditionally approved ALP, or that the FAA has agreed to a pen and ink change. Confirm that project design is at least 25% complete and that construction staging areas and ingress and egress routes are established.
<b>CONFIRM NEPA /CEQA DOCUMENTATION</b>	Confirm with the FAA the type of NEPA compliance document – Categorical Exclusion; Environmental Assessment. Confirm with the City
<b>CEQA</b>	CEQA documentation and NEPA documentation are closely aligned and can be prepared simultaneously. As required, WEC will coordinate CEQA public notices and public meeting with the NEPA process and will use NEPA research and documentation to inform the CEQA document. The FAA does not allow combing its NEPA document with CEQA documents, but can reimburse the sponsor for certain CEQA costs. WEC is very experienced managing the tandem NEPA/CEQA process.
<b>PROJECT DESCRIPTION</b>	WEC will work with the City and the Airport Engineer to develop a project description to be carried throughout the document. This is particularly important for a NEPA Environmental Assessment and for CEQA documents
<b>PURPOSE AND NEED</b>	There are two Purpose and Needs: 1) The FAA’s Purpose and Need, and 2) the Sponsor’s Purpose and Need. Although different, the two should align to provide precise reasons for the proposed action.
<b>CATEGORICAL EXCLUSIONS</b>	If the project is eligible as Categorical Exclusions, either as a simple written SOP or as a “Documented CatEx”. WEC will prepare each Categorical Exclusion using FAA ADO guidance. New federal guidelines emphasize that an extraordinary circumstance, such as an impact to endangered species, does not automatically preclude the use of a “mitigated” Categorical Exclusion.



<p><b>ALTERNATIVES DEVELOPMENT</b></p>	<p>In addition to the proposed action and the required no action alternative, WEC may recommend other project alternatives, usually to avoid an impact which could delay project construction. NEPA guidance allows documentation that only includes the proposed project and the no-action alternative. Project alternatives, if any, will meet the City’s Purpose and Need and would reflect only reasonable alternatives.</p>
<p><b>ENVIRONMENTAL SETTING</b></p>	<p>WEC will describe the environmental setting for each environmental category. The more likely that an environmental category is located within the project area, the more detailed the environmental setting description.</p>
<p><b>ENVIRONMENTAL CONSEQUENCES</b></p>	<p>WEC will identify the environmental categories affected by the proposed project and will analyze the impacts to those environmental resources. If there are no impacts, the environmental document will so state and only those resources affected by the project will be evaluated in detail.</p>

**3-5 DEMONSTRATED ABILITY TO RESPOND QUICKLY**

The Brandley Engineering and Wallace Environmental Consulting Team’s ability to complete projects in an efficient manner centers around the development of a qualified staff which works together as an efficient team and an organized approach to anticipate and avoid potential stumbling blocks which can result in costly delays. Our approach to airport planning and environmental projects starts with placing a high importance on maintaining consistent involvement and communication with the client and the FAA staff at the San Francisco ADO and Regional Offices. At the beginning of each project, we hold a scoping meeting with the client to discuss the scope of the project and identify all technical and functional needs of the Airport and any anticipated challenges or complications. This meeting is critical to ensure our planning incorporates the needs of the client and fully accommodates the unique challenges that are specific to that airport. In addition, frequent meetings are held with the client throughout each project to review the status, discuss any new challenges that have been uncovered throughout the planning effort, and ensure the Airport’s needs are being accommodated. This ensures that Brandley Engineering and Wallace Environmental Consulting projects are completed on time and within budget.



All members of the Brandley/Wallace staff can begin work immediately following contract execution as needed on Oroville Municipal Airport projects. We schedule the work as soon as we receive authorization to proceed on a project and hold weekly meetings to ensure all projects are being completed on time and within budget.

Melissa will be the point of contact for all airport planning and environmental services performed for the Oroville Municipal Airport. Our team understands the importance of responding quickly to client and FAA questions and requests and can make ourselves available for personal meetings, Zoom meetings, or phone calls with short notice.

The offices of Brandley Engineering and Wallace Environmental Consulting have a proven track record of producing projects on time and within budget. Our track record with FAA of successfully meeting very tight schedules has resulted in FAA’s confidence to offer last minute funding to our clients.



*You Hire Brandley,  
You Get Brandley.*

When you bring in Brandley Engineering, you will work directly with Principals Melissa and Damon Brandley on the phone, in meetings, on site during construction. Every time.



Melissa Brandley, P.E



Damon Brandley, P.E

---

---

**BRANDLEY ENGINEERING  
SCHEDULE OF CHARGES/RATES  
PLANNING/ENVIRONMENTAL**

---

---

**PERSONNEL**

Principal Engineer.....	\$300/Hour
Project Manager/Project Engineer .....	\$180/Hour
Junior Engineer .....	\$120/Hour
Senior Drafter/CAD Technician.....	\$120/Hour
Junior Drafter/CAD Technician .....	\$90/Hour
Project Administrator .....	\$100/Hour
Clerical .....	\$80/Hour
Testing Technician.....	\$100/Hour

**REIMBURSABLE EXPENSES SCHEDULE**

Per Diem .....	\$150/Day
Vehicle Rental .....	\$50/Day
Mileage.....	\$0.58/Mile
Printing Charges.....	Cost + 10%
Overnight Mail .....	Cost + 10%
Outside Subconsultant.....	Cost + 10%

---

---

## EXHIBIT B

### INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

#### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

#### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials,

employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**

**RE: APPROVAL OF INVOICE FROM ST. FRANCIS ELECTRIC FOR  
INSTALLATION OF ADA CURB RAMPS AT MYERS ST. X MITCHELL  
AVE.**

**DATE: NOVEMBER 15, 2022**

### SUMMARY

The Council may consider authorizing payment of invoice from St. Francis Electric for the installation of (2) ADA curb ramps and associated concrete work following the installation of the replacement traffic signal light pole and concrete base at Myers St. and Mitchell Ave.

### DISCUSSION

On December 21, 2021, the signal light at Myers Street and Mitchell Avenue was struck by a vehicle and damaged beyond repair. The damaged pole was several decades old and due to changes in modern engineering practices, it was necessary to re-engineer the replacement pole and consequently the base concrete to which the pole is mounted. This required excavation of the site, removal of the old concrete foundation and installation of a new concrete base robust enough to meet the engineering requirements. Due to the larger “footprint” of the base additional concrete was removed including the existing curb ramps, thereby triggering the need for updated ADA curb ramp installation / replacement to include Truncated Domes. The total cost for the installation of these ramps is \$12,700.

St. Francis Electric provided a quote to set up traffic control, dig and pour new ramps (attached).

### FISCAL IMPACT

The funds in the amount of \$12,700.00 are available in 2022/2023 Streets Operations Account No. 3001-6360 – Outside Services.

### RECOMMENDATION

Authorize staff to process the invoice from St. Francis Electric for the installation of ADA curb ramps at Myers St. and Mitchell Ave. for the sum of \$12,700.00

### ATTACHMENTS

1. Quote – St. Francis Electric
2. Invoice – St. Francis Electric



Contractors License No. 1003811  
A-General Engineering  
C-10 Electrical  
Union Contractor

PO Box 2057, San Leandro, CA 94577  
Office: (510) 639-0639  
Fax (510) 639-4655

### QUOTE

DATE:	8/2/2022	TO:	Mike Geise
FROM:	Monica Kint	FROM:	City of Oroville
PHONE:	(510) 725-5185	PHONE:	
FAX:	(510) 639-9116	EMAIL:	
EMAIL:	<a href="mailto:mkint@sfe-inc.com">mkint@sfe-inc.com</a>		

**BID/PROJECT: Myers & Mitchell - Handicap Ramps**

We are pleased to offer our proposal for the above referenced project as follows:

**Break out existing concrete handicap ramps, remove & dispose of concrete spoils, Drill holes for rebar dowels, pour back handicap ramps, furnish and install truncated domes. Clean up gutter, forms and surrounding area.**

**TOTAL: \$12,700.00**

Thank you for this opportunity! Quoted during normal busniess hours M-F 9-3:00

Accepted by: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

*The confidential data and information contained in SFE's proposals/offers, any and all oral discussion or comment relating to the confidential data and information and any information derived therefrom shall be maintained in the strictest confidence and shall not be released, sold, disseminated, transferred or otherwise disclosed by any means to any person, firm, corporation, or third party without the prior written approval of SFE.*

Please feel free to contact Monica Kint regarding any questions

# Progress Bill

Item 8.



**From:** ST. FRANCIS ELECTRIC  
 PO BOX 2057  
 SAN LEANDRO, CA 94577

**Invoice:** 18105213

**Date:** 07/31/22

**Application #:** 12

**Period To:** 07/31/22

**To:** CITY OF OROVILLE  
 1735 MONTGOMERY STREET  
 OROVILLE, CA 95965

**Invoice Description:** Myers & Mitchell Ramps

**Contract:** 18-1052. ON-CALL TS MAINTENANCE - OROVILLE

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period	Remaining Balance
14	Mayers & Mitchell Ramps	12,700.00	0.000	LS	0.000	0.00000	0.00	12,700.00	100.00%	0.00	0.000	12,700.00	0.00
<b>Grand Total:</b>		<b>12,700.00</b>						<b>12,700.00</b>		<b>0.00</b>		<b>12,700.00</b>	<b>0.00</b>

**Total Billed To Date:** 12,700.00  
**Total Retainage to Date:** 0.00  
**Gross Total This Invoice:** 12,700.00  
**Retainage This Invoice:** 0.00  
**Net Due This Invoice:** 12,700.00

\_\_\_\_\_  
 Contractor's Signature

\_\_\_\_\_  
 Date





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: AMY BERGSTRAND, DIRECTOR  
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: 2022 PLHA COMPETITIVE GRANT APPLICATION FOR LINCOLN  
STREET APARTMENTS PHASE I AND PHASE II**

**DATE: NOVEMBER 15, 2022**

### SUMMARY

The Council may approve the filing of an application to the Department of Housing and Community Development (HCD) for \$1,700,000 for the new multi-family development of Lincoln Street Family Apartments Phase I and \$2,500,000 for the proposed new multi-family development Lincoln Street Senior Apartments Phase II.

### DISCUSSION

Pursuant to the Building Homes and Jobs Act (SB2, 2017), the Department of Housing and Community Development has been collecting a \$75.00 recording fee on all real estate documents to increase the supply of affordable housing in California. SB2 established the Fund and authorizes the Department to allocate 70 percent of the monies collected and deposited into the Fund, beginning in calendar year 2019, to local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local community. The non-entitlement competitive grant program component assists persons experiencing homelessness or are At-Risk of homelessness and to also provide investments that increase the supply of housing to households with incomes of 60 percent or less of the Area Median Income (AMI).

On August 2, 2021, the City was notified of a Community Development Block Grant Disaster Recovery (CDBG-DR) Multi-family Housing Program grant award in the amount of \$8,850,089 for Lincoln Street Family Apartments. On August 2, 2022, the City Council approved an amended resolution to increase the CDBG-DR award to include Lincoln Street Senior Apartments with an increased award amount of \$17,000,089. This amendment is in the process of being approved by State CDBG. Each phase will consist of sixty-one (61) units and at least 10% will be restricted to occupancy by tenants who are homeless or at risk of homelessness.

Lincoln Street Family Phase I- Though this project has an allocation of tax credits, CDBG-DR Multifamily Housing Funds and project based vouchers, it has experienced three impacts: tax credit pricing expectations decreased, interest rates have increased and the project is experiencing general cost inflation in terms of architecture and engineering, insurance and construction costs. What was once a fully funded project now has a gap that the developer is trying to fill with PLHA funding.

Lincoln Street Senior Phase II-While this project suffers from similar economic impacts like the Family project above, it consists of mostly one (1) bedrooms and therefore does not have the same unit-based revenue that the family project will have. This project is more acutely impacted than the family and also the additional PLHA funding would keep it tax credit tie-breaker score competitive.

The Richman Group is requesting partnership with the City of Oroville to apply for the PLHA funds in order to complete development of the Lincoln Street Family Apartments Phase I and Phase II.

### **FISCAL IMPACT**

None. Five percent of the grant funds may be used for administrative costs.

### **RECOMMENDATION**

1. Approve the submittal of PLHA Competitive Program grant application for \$1,700,000 for Lincoln Street Family Apartments Phase I.
2. Approve the submittal of PLHA Competitive grant application for \$2,500,000 for Lincoln Street Senior Apartments Phase II.
3. Authorize staff to implement grant if awarded, and
4. Adopt Resolution No. 9109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET FAMILY APARTMENTS PHASE I IN THE AMOUNT OF \$1,700,000.
5. Adopt Resolution No. 9110 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET SENIOR APARTMENTS PHASE I IN THE AMOUNT OF \$2,500,000.

**ATTACHMENTS**

- A - Resolution No. 9109
- B – Resolution No 9110
- C - PLHA Competitive Grant Notice of Funding Availability

**CITY OF OROVILLE  
RESOLUTION NO. 9109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET FAMILY APARTMENTS PHASE I IN THE AMOUNT OF \$1,700,000.**

(‘Applicant’) hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS** the Department is authorized to provide up to \$24 million under the SB 2 Permanent Local Housing Allocation Program Competitive Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).; and
- B. WHEREAS**, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 10/14/2022 under the Permanent Local Housing Allocation (PLHA) Program Competitive Component.
- C. WHEREAS** the City of Oroville is an eligible non-entitlement Local government who has applied for program funds to administer an eligible activity; for the development of a new multi-family rental housing project Lincoln Street Family Apartments Phase I and the amount of CPLHA funds not to exceed \$1,700,000.
- D. WHEREAS**, the Department may award, subject to selection criteria set forth in PLHA guidelines section 403, funding allocations for applicants recommended for funding, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA competitive grant recipients.

**NOW, THEREFORE, BE IT RESOLVED** by the Oroville City Council as follows:

1. If Applicant is awarded a grant of PLHA funds from the Department pursuant to the above referenced PLHA Competitive Component NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant hereby agrees to use the PLHA funds for the eligible activity for which the Applicant has submitted an application, as set forth in Section 401 of the Guidelines, and as awarded and approved by the Department in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

3. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for the eligible Activity for which the Applicant has submitted an application, and consistent with all program requirements.
4. Applicant certifies that, if funds are awarded for the development of new multifamily housing at or below 60 AMI or substantial rehabilitation of multifamily rental housing at or below 60 percent of AMI, Applicant shall comply with Uniform Multifamily Regulations Subchapter 19, Title 25, Division 1, Chapter 7, commencing with Section 8300 and the Multifamily Housing Program Guidelines commencing with Section 7300,
5. Applicant certifies that, if funds are awarded for the development of an Affordable Rental Housing Development, the Local Government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the Project for a term of at least 55 years.
6. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
7. ***If applicable***, Applicant proposes allocation of funds for the awarded activity to Lincoln Street Family Apartments. Applicant certifies that the selection process that resulted in the allocation to Lincoln Street Family Apartments complied with all conflict of interest laws and prohibitions and was accessible to the public throughout the selection process and by request via the Public Records Act.
8. **The City Administrator** is authorized to execute the PLHA Competitive Component Program Application, the PLHA Competitive Component Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA Competitive Component grant awarded to Applicant, as the Department may deem appropriate.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting on November 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

**CERTIFICATE AND SIGNATURE OF THE ATTESTING OFFICER**

The undersigned, Officer of the City of Oroville does hereby attest and certify that City Council of the City of Oroville Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City Council of the City of Oroville which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: \_\_\_\_\_  
Signature of Attesting Officer

**Jackie Glover, Assistant City Clerk**

**CITY OF OROVILLE  
RESOLUTION NO. 9110**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET SENIOR APARTMENTS PHASE II IN THE AMOUNT OF \$2,500,000.**

(‘Applicant’) hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS** the Department is authorized to provide up to \$24 million under the SB 2 Permanent Local Housing Allocation Program Competitive Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).; and
- B. WHEREAS** the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 10/14/2022 under the Permanent Local Housing Allocation (PLHA) Program Competitive Component.
- C. WHEREAS** the City of Oroville is an eligible non-entitlement Local government who has applied for program funds to administer an eligible activity; for the development of a new multi-family rental housing project Lincoln Street Senior Apartments Phase II and the amount of CPLHA funds not to exceed \$2,500,00.
- D. WHEREAS** the Department may award, subject to selection criteria set forth in PLHA guidelines section 403, funding allocations for applicants recommended for funding, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA competitive grant recipients.

**NOW, THEREFORE, BE IT RESOLVED** by the Oroville City Council as follows:

1. If Applicant is awarded a grant of PLHA funds from the Department pursuant to the above referenced PLHA Competitive Component NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant hereby agrees to use the PLHA funds for the eligible activity for which the Applicant has submitted an application, as set forth in Section 401 of the Guidelines, and as awarded and approved by the Department in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

3. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for the eligible Activity for which the Applicant has submitted an application, and consistent with all program requirements.
4. Applicant certifies that, if funds are awarded for the development of new multifamily housing at or below 60 AMI or substantial rehabilitation of multifamily rental housing at or below 60 percent of AMI, Applicant shall comply with Uniform Multifamily Regulations Subchapter 19, Title 25, Division 1, Chapter 7, commencing with Section 8300 and the Multifamily Housing Program Guidelines commencing with Section 7300,
5. Applicant certifies that, if funds are awarded for the development of an Affordable Rental Housing Development, the Local Government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the Project for a term of at least 55 years.
6. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
7. ***If applicable***, Applicant proposes allocation of funds for the awarded activity to Lincoln Street Senior Apartments. Applicant certifies that the selection process that resulted in the allocation to Lincoln Street Senior Apartments complied with all conflict-of-interest laws and prohibitions and was accessible to the public throughout the selection process and by request via the Public Records Act.
8. **The City Administrator** is authorized to execute the PLHA Competitive Component Program Application, the PLHA Competitive Component Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA Competitive Component grant awarded to Applicant, as the Department may deem appropriate.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting on November 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:



\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

**CERTIFICATE AND SIGNATURE OF THE ATTESTING OFFICER**

The undersigned, Officer of the City of Oroville does hereby attest and certify that the City Council of the City of Oroville Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City Council of the City of Oroville which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: \_\_\_\_\_  
Signature of Attesting Officer

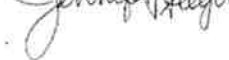
***Jackie Glover, Assistant City Clerk***

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF STATE FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670  
Sacramento, CA 95833  
(916) 263-2771  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



October 14, 2022

**MEMORANDUM FOR:** All Potential Applicants 

**FROM:** Jennifer Seeger, Deputy Director  
Division of State Financial Assistance

**SUBJECT:** Permanent Local Housing Allocation Program  
2022 Non-entitlement Local Government Competitive  
Notice of Funding Availability

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Non-entitlement local government Competitive Notice of Funding Availability, for approximately **\$24 million**, for the Permanent Local Housing Allocation (PLHA) program. This funding provides grants to Non-entitlement local governments in California to assist persons experiencing or At risk of homelessness and investments that increase the supply of housing to households with **incomes of 60 percent or less of area median income.**

Applications must be submitted electronically to the Department's website. Requirements for uploading the application workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://hcd.ca.gov/grants-funding/active-funding/plha.shtml>. The submittal portal will be available beginning October 20, 2022.

Applicants must upload all application materials to the Department's website no later than **4:00 p.m. Pacific Daylight Time on December 4, 2022.** Please note that the online support and technical assistance closes at 5:00 p.m. Pacific Daylight Time on December 4, 2022.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted.

The PLHA application forms, webinar details, and Guidelines are posted on the Department's website. To receive information on webinars and other updates, please subscribe to the PLHA listserv by clicking on "Email Sign up" on the Department's website. If you have any further questions, please contact [CPLHA@hcd.ca.gov](mailto:CPLHA@hcd.ca.gov).

Attachment

# Permanent Local Housing Allocation Program

## 2022

### Non-Entitlement Local Government Competitive Notice of Funding Availability



**Gavin Newsom, Governor  
State of California**

**Lourdes M. Castro Ramírez, Secretary  
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director  
California Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833  
Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>  
Email: [CPLHA@hcd.ca.gov](mailto:CPLHA@hcd.ca.gov)

**October 14, 2022**

**Table of Contents**

- I. Overview ..... 4
  - A. Notice of Funding Availability ..... 4
  - B. Timeline ..... 4
  - C. Authorizing Legislation and Regulations ..... 4
- II. Program requirements ..... 5
  - A. Eligible Applicants ..... 5
  - B. Eligible Activities ..... 5
  - C. Funding limits ..... 6
  - D. Application review and project selection ..... 6
- III. Application submission and workshops ..... 13
  - A. PLHA application ..... 13
  - B. Application submittal ..... 13
  - C. Application workshops ..... 14
- IV. Appeal ..... 14
  - A. Basis of appeal ..... 14
  - B. Appeal process and deadline ..... 14
  - C. Decisions ..... 15
- V. Award announcements and contracts ..... 15
  - A. Award announcements ..... 15
  - B. Contracts ..... 15
- VI. Other state requirements ..... 15
  - A. Administration, monitoring, and reporting requirements ..... 15
  - B. Article XXXIV ..... 15
  - C. Pet Friendly Housing Act of 2017 ..... 16
  - D. State Prevailing Wages ..... 16
  - E. Relocation ..... 17
  - F. Accessibility and non-discrimination ..... 17
- VII. Other Terms and Conditions ..... 18
  - A. Right to Modify or Suspend ..... 18
  - B. Disclosure of application ..... 18
  - C. Conflicts ..... 19

## I. Overview

### A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) is announcing the availability of approximately \$24 million in funding for the Permanent Local Housing Allocation (PLHA) program Non-entitlement local government Competitive Notice of Funding Availability (NOFA). This NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019.

Funding for this NOFA is provided pursuant to Senate Bill 2 (SB 2) (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. The Non-entitlement competitive grant program component prioritizes assistance to persons experiencing or At risk of homelessness and investments that increase the supply of housing to households with incomes of 60 percent or less of Area Median Income (AMI).

This NOFA outlines threshold and application requirements for Non-entitlement local governments as defined in Guidelines Section 101. Non-entitlement local governments are governments in areas which are not metropolitan cities or part of an urban county as defined in Appendix A.

### B. Timeline

<b>NOFA Release Date</b>	<b>October 14, 2022</b>
<b>Application Submittal Deadline</b>	<b>December 4, 2022</b>
<b>Award Announcement</b>	<b>February 2023</b>

### C. Authorizing Legislation and Regulations

Senate Bill 2 (SB 2) Chapter 364, Statutes of 2017 established the PLHA program. The program operates under the requirements of Health and Safety Code (HSC), Part 2 of Division 31, Chapter 2.5 (commencing with Section 50470).

Section 50470 (b)(2)(B)(i) of the HSC authorizes the Department to allocate 70 percent of the moneys collected and deposited in the Fund, beginning in calendar year 2019, for the PLHA program.

Section 50470 (b)(2)(B)(i)(I) of the HSC requires the Department to allocate 90 percent of PLHA funds based on the federal CDBG formula specified in U.S. Code (USC), 42 USC, Section 5306, except that the portion allocated to Non-Entitlement Local governments is required to be distributed through a competitive grant program for Non-entitlement Local governments.

HSC, Section 50470 (d) authorizes the Department to adopt Guidelines to implement the PLHA program and is not subject to the rulemaking provisions of the California Administrative Procedure Act.

This NOFA governs the administration of funding from the Fund (created by HSC, Section 50470, subdivision (a)(1) and appropriated by item 2240-103-3317 in the Budget Act of 2019) and made available under the PLHA program.

Capitalized terms not otherwise defined in this NOFA shall have the meanings set forth in Guidelines Section 101.

## II. Program requirements

The following is provided as a summary for the allocation of the Competitive PLHA funds to Non-entitlement Local governments and is not to be considered a complete representation of all program requirements, terms and conditions that will be further set forth in the Standard Agreement.

### A. Eligible Applicants

An Applicant must be a **Non-entitlement Local Government**. A Non-entitlement local government means:

1. A Local Government in an area which is not a metropolitan city or part of an urban county.
2. A Local Government that, as of September 1, 2017, was an incorporated city with a population of less than 50,000, or a county with an unincorporated area population of less than 200,000 persons, which had not entered into a three-year Urban County Cooperation Agreement: or
3. A Local Government that was not otherwise entitled to receive CDBG funds directly from the U.S. Department of Housing and Urban Development (HUD).

See Appendix A for a list of eligible Applicants for Non-entitlement local government for fiscal year 2022-2023.

For applications that include the development of a **rental housing project**, the **Sponsor must be a Co-Applicant with the Non-entitlement Local Government**, pursuant to Guidelines Section 400. Sponsor includes the general partner(s); if there are two general partners, both must submit all the required Co-Applicant documents.

### B. Eligible Activities

Pursuant to Guidelines Section 401, eligible activities under this PLHA Competitive NOFA are limited to the following and must take place within the jurisdiction of the Applicant Local Government:

1. **Development of new multifamily rental housing that is Affordable to**

households at or below 60 percent of AMI or substantial rehabilitation of multifamily rental housing that will be Affordable to households at or below 60 percent of AMI, but which is not currently restricted as Affordable housing. In order to be eligible as “substantial rehabilitation”, a project must complete a minimum of \$40,000 per unit in hard construction costs; or

2. Assistance to persons who are experiencing or At Risk of homelessness, including, but not limited to, through rapid rehousing, rental assistance, supportive services, and case management services that allow people to obtain and retain housing, operating and capital costs for Navigation Centers, or new construction, rehabilitation, or preservation of permanent or transitional rental housing.

### C. Funding Limits

The maximum application amount, including administrative costs, for the development of new multifamily rental housing or substantial rehabilitation of a multifamily rental housing project, or development of a Navigation Center, is \$5 million. The minimum application amount shall be \$500,000.

The maximum application amount, including administrative costs, for assistance through program activities is \$1 million. The minimum application amount shall be \$500,000.

Administrative expenses may be incurred to implement the project or program Activity, up to a maximum of 5 percent of the grant amount.

The total NOFA amount will be distributed equally to the two eligible activities, based on scores relative to all other applications.

If there are insufficient eligible applications to utilize the allocation for one Activity, unused funds will be used to fund any other eligible applications in the other Activity set forth in Guidelines Section 401(a) and this NOFA.

### D. Application Review and Project Selection

The application review process consists of two phases: 1) threshold; and 2) rating and ranking.

#### 1. Threshold

An Applicant must submit a complete application and other documents by the deadline stated in this NOFA. Applications submitted in response to this NOFA must meet the threshold requirements set forth in Guidelines Section 402 in detail. Threshold requirements include:

- (a) For new construction projects, a Phase I Environmental Site Assessment prepared or updated within 12 months prior to the

application due date, and a Phase II environmental report if recommended by the Phase I Environmental Site Assessment.

(b) Housing Element Compliance

The applicant must have an adopted housing element that has been found by the Department, at the time of Award, to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. If the Award decisions are made within 120 days of the housing element due date, the Department may refer to the jurisdiction's compliance from the prior cycle.

For the purpose of this section alone, jurisdictions that are undergoing Department review of their housing element at the time of Award, and jurisdictions that are receiving Department technical assistance to bring their housing element into compliance at the time of Award, shall both be deemed to be in a presumptive state of substantial compliance by the Department. All Awards premised on presumptive substantial compliance shall include conditions in their respective Standard Agreements requiring that prior to funds disbursement, the subject jurisdiction must have received a final housing element certification letter from the Department.

(c) A complete application, which shall meet the following minimum requirements:

- (1) Requests a grant pursuant to Guidelines Section 100(b)(3) in order to carry out one of the eligible activities set forth in Guidelines Section 401 and this NOFA.
- (2) Is authorized by the governing board of the Applicant and by the developer/Co-Applicant, if any.
  - i. If there are two (2) Co-Applicants, all of the required Co-Applicant information and the Resolutions must be submitted for both of the Co-Applicants.
- (3) Certification in the Resolution(s) that, if the Local Government proposes allocation of funds for any Activity to another entity, the selection process shall avoid conflicts of interest and shall be accessible to the public;
- (4) Demonstration of readiness, including site control for development project land use entitlements, environmental review, commitments of at least 40 percent of permanent funding required and resources required, a timeline and plan for use of funds, and guidelines for determining amount of funds to be provided, based on the selected Activity;
  - i. Site control must be in the name of the Sponsor.



## (5) Underwriting requirements:

- A. Uniform Multifamily Regulations (UMRs) Subchapter 19 of Title 25, Division 1, Chapter 7 (commencing with Section 8300), as amended from time to time, and the Multifamily Housing Program Guidelines (commencing with Section 7300), as amended from time to time, are hereby incorporated by reference into this subchapter and shall apply to rental housing Developments receiving assistance under the PLHA competitive allocation. In the event of a conflict between the provisions of Subchapter 19 and these Guidelines, the provisions of these Guidelines shall prevail.
- (i) UMRs Section 8312(c) is hereby amended to read: (c) For projects utilizing 4 percent tax credits, developer fee payments shall not exceed the amount that may be included in project costs pursuant to 4 California Code of Regulations (CCR), Section 10327. In addition, the developer fee paid from development funding sources shall not exceed the following: (1) for acquisition and/or rehabilitation projects, or adaptive reuse projects, the lesser of the amount of developer fee in project costs or \$2 million; and (2) for new construction projects, the base limit shall be the lesser of the amount that may be included in project costs or \$2.2 million. To arrive at the final limit on developer fee paid from development funding sources, the base limit shall then be multiplied by a ratio that is the average of:
- a. the difference between (2) and the project's high-cost ratio, as calculated pursuant to Title 4, CCR, Section 10317(i)(6) or successor language; and
  - b. 100 percent.
- (ii) Section 8312(d) of the UMRs shall not apply.
- (iii) UMRs Section 8314(a)(1)(A) is amended to read: (A) Approved deferred developer fee, pursuant to Section 8312, provided that the aggregate of the developer fee paid from sources and paid as deferred shall not exceed \$3.5 million.
- B. Period of affordability: All assisted rental units shall be restricted for not less than 55 years.
- C. All development projects shall demonstrate fiscal integrity. The Department shall request any other information as set forth in this NOFA or application in order to determine fiscal integrity. This shall include, but is not limited to, the following:

- i The Sponsor's organizational documents;
- ii A market study prepared in accordance with California Tax Credit Allocation Committee (TCAC) requirements, and prepared or updated within 12 months prior to the application due date, which demonstrates a market for the non-assisted units and documents the anticipated need for the assisted units;
- iii An appraisal prepared or updated at the Sponsor's expense within 24 months prior to the application due date.
- iv A preliminary title report;
- v For new construction projects, a Phase I Environmental Site Assessment prepared or updated within 12 months prior to the application due date, and a Phase II environmental report if recommended by Phase I;
- vi For rehabilitation projects, lead-based paint, mold, and asbestos reports.

## 2. Rating and Ranking

Applications submitted within a competitive funding round shall be evaluated using the following criteria as set forth in Guidelines Section 403:

Selection Criteria	Max Point
<b>Priority Points – 25 points</b>	

<p><b>A. Population – 5 points</b></p> <p>(i) If the Applicant is a county that has a population of 200,000 or less within the unincorporated areas of the county, the Applicant shall receive all points.</p> <p><b>B. Prior Award – 5 points</b></p> <p>(i) The Applicant shall receive all points if the Applicant did not receive an award based on the formula specified in 42 USC, Section 5306 in 2016.</p> <p><b>And either C. (i) or C. (ii) or C. (iii) below:</b></p> <p><b>C. Activity</b></p> <p>(i) Assistance for Homeless Persons through Program Activities – <b>15 points</b></p> <p>(a) Applications to assist persons experiencing or At risk of homelessness, including but not limited to, through programs providing rapid rehousing, or rental assistance, or operating assistance to Navigation Centers, shall receive all points.</p> <p style="text-align: center;"><b>Or</b></p> <p>(ii) Assistance to Homeless Persons through development of Navigation Centers – <b>15 points</b></p> <p>(a) Applications for construction of Navigation Centers shall receive all points.</p> <p style="text-align: center;"><b>Or</b></p> <p>(iii) Assistance for Homeless Persons through Rental projects – <b>15 points</b></p> <p>(a) Applications for the new construction, rehabilitation, or preservation of permanent or transitional rental housing in which all or at least 10 percent of the units are restricted to occupancy by tenants who are homeless or At risk of homelessness shall receive all points.</p>	<p>5</p> <p>0</p> <p>25</p> <p>15</p>
--	---------------------------------------

<b>Evaluation Criteria -- 75 points</b>	
<p><b>A. Community Need – 30 points</b></p> <p>(i) Applicants will receive up to a maximum of 30 points based on the rate of households experiencing the most severe housing need according to the most recent HUD Comprehensive Housing Affordability Strategy (CHAS) dataset in the Applicant’s Local Government. Applicants will receive points in proportion to this percentage.</p> <ul style="list-style-type: none"> <li>- 0% - 19% ~ 10 points</li> <li>- 20% - 35% ~ 20 points</li> <li>- 36% - 50% ~ 30 points</li> </ul>	?
<p><b>B. Applicant Administrative Experience – 15 points</b></p> <p>(i) Applicants with prior experience during the past five years administering <u>local, state, or federal Affordable housing</u> or <u>community development programs</u>, or who have entered into a contract with an entity with prior experience during the past five years in the implementation of local, state, or federal Affordable housing or community development programs will receive up to 15 points.</p> <ul style="list-style-type: none"> <li>- Applicants with experience administering three to five programs as described above ~ 5 points</li> <li>- Applicants with experience administering six to eight programs as described above ~ 10 points</li> <li>- Applicants with experience administering more than eight programs as described above ~ 15 points</li> </ul>	15  75
<p><b>C. Demonstrated Capacity – 30 points</b></p> <p>(i) Capacity points will be based on:</p> <p>(a) Sponsor experience in Affordable rental housing Development and ownership in the past five years (up to 30 points).</p> <ul style="list-style-type: none"> <li>- Sponsor has completed and owns two Affordable rental housing projects – 10 points</li> <li>- Sponsor has completed and owns four Affordable rental Housing projects – 20 points</li> <li>- Sponsor has completed and owns six Affordable rental Housing projects – 30 points</li> </ul> <p style="text-align: center;"><b>Or</b></p> <p>(b) Navigation Center development experience in the past</p>	10  HVR1 Prospect View

five years (for development of these facilities) (up to 30 points).

- Applicant and/or Co-Applicant has completed and operated one Navigation Center – 10 points
- Applicant and/or co-applicant has completed and operated two Navigation Centers – 20 points
- Applicant and/or co-applicant has completed and operated three Navigation Centers – 30 points

**Or**

(c) Program Operator experience (for non-development Activities) in the past five years (up to 30 points).

- Program Operator has operated three programs of less than \$750,000 each – 10 points
- Program Operator has operated six programs of between \$750,000 and \$1 million each – 20 points
- Program Operator has operated nine programs of more than \$1 million each – 30 points

### 3. Tie Breaker

In the event of tied point scores and insufficient funding for both applications, the Department shall rank the tied applications as follows:

- (a) If one of the tied applications is for an Affordable rental housing Development and the other is for a program Activity or development of a Navigation Center, the Affordable rental housing Development application will be selected for funding;
- (b) If one of the tied applications is for a Navigation Center and the other is for a program Activity, the Navigation Center will be selected for funding;
- (c) If both of the tied applications are for Affordable rental housing Developments, the project with the lowest weighted average of affordability of Restricted Units will be selected;
- (d) If both of the tied applications are for Navigation Centers, the facility that provides overnight shelter to the greatest number of people will be selected; or
- (e) If both of the tied applications are for programs, the Local Government with the highest rate of households experiencing the most severe housing need according to the most recent HUD CHAS data set will be selected.

### 4. Funding Award

Pursuant to Guidelines Section 401(a), the PLHA funds awarded to eligible Applicants must be used to carry out the eligible Activity for which the Applicant submitted the application.

An Applicant that receives an award of PLHA funds must comply with the deadline and funding requirements set forth in Guidelines Section 405.

## III. Application submission and workshops

Applications must meet eligibility requirements for Sponsor, project, and costs upon submission; see Program Requirements above for eligible Applicants, eligible projects, and eligible uses of funds. Modification of the application forms by the Applicant is prohibited. It is the Applicant's responsibility to ensure the application is clear, complete, and accurate. After the application deadline, Department staff may request clarifying information, provided such information does not affect the competitive rating of the application. No information, whether written or oral, will be solicited or accepted if this information would result in a competitive advantage to an Applicant or a competitive disadvantage to other Applicants. No Applicant may appeal the evaluation of another Applicant's application.

### A. PLHA Application

The PLHA application must be submitted under this NOFA and will be funded on a competitive basis, as set forth in the Guidelines and this NOFA. The PLHA application and program Guidelines are available on the PLHA webpage.

### B. Application Submittal

Applications must be submitted electronically to the Department's website. Requirements for uploading the application workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://hcd.ca.gov/grants-funding/active-funding/plha.shtml>. The submittal portal will be available beginning **October 20, 2022**.

Applicants must upload all application materials to the Department's website no later than **4:00 p.m. Pacific Daylight Time on December 4, 2022**. Please note that the on-line support and technical assistance closes at 5:00 p.m. Pacific Daylight Time on December 4, 2022.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted.

Applications that do not meet the filing deadline requirements will not be eligible for funding. Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format, not a PDF document.

### C. Application Workshops

Applicants are strongly encouraged to attend the PLHA Competitive NOFA webinar to gain information critical for preparing the application, which will be discussed during the webinar. PLHA webinar dates and times are located on the Department's PLHA [webpage](#). These webinars will cover the NOFA and application.

## IV. Appeal

### A. Basis of Appeal

1. Upon receipt of the Department's notice that an application has been determined to be incomplete, ineligible, fail threshold review, or have a reduction to the initial point score, Applicants may appeal such decision(s) to the Director of the Department or their designee pursuant to this section.
2. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.
3. The appeal process provided herein applies solely to decisions of the Director of the Department or their designee made in this NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future NOFAs.

### B. Appeal Process and Deadline

1. **Process:** To file an appeal, Applicant must submit a written appeal to the Department, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be

considered if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to the Department at [CPLHA@hcd.ca.gov](mailto:CPLHA@hcd.ca.gov) according to the deadline set forth in Department review letters.

- 2. **Filing Deadline:** Appeals must be received by the Department no later than five (5) business days from the date of the Department’s threshold review, or initial score letter, representing the Department’s decision made in response to the application.

**C. Decisions**

Any request to appeal the Department’s decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

**V. Award Announcements and Contracts**

**A. Award Announcements**

The Department intends to announce awards in **February 2023**. Award recommendations will be posted on the [PLHA webpage](#).

**B. Contracts**

Successful Applicants (Awardee(s)) will enter into Standard Agreements with the Department. The Standard Agreement contains relevant terms and conditions for the funding of the award.

Standard Agreements will be prepared upon receipt of all documents necessary to enter into an agreement with the Department including, but not limited to, an authorizing Resolution. Standard Agreements will be sent to the Awardee(s) within 90 days after receipt of all required documentation. To facilitate efficient processing of Standard Agreements, Sponsors are strongly urged to submit organizational documents with their application. The Awardee(s) shall remain a party to the Standard Agreement for the entire term of the Standard Agreement; removal of the Awardee(s) shall be prohibited.

**VI. Other State Requirements**

**A. Administration, Monitoring, and Reporting Requirements**

A recipient of the PLHA funds must meet the administration and monitoring requirements set forth in Guidelines Sections 500 and 501, and reporting requirements in Section 503.

**B. Article XXXIV**

All projects shall comply with Article XXXIV, Section 1 of the California



Constitution, as clarified by the Public Housing Election Implementation Law (HSC Section 37000 - 37002). Article XXXIV documentation for loans underwritten by the Department shall be subject to review and approval by the Department prior to the announcement of award recommendations.

Article XXXIV requires local voter approval before any state public body can develop, construct, or acquire a low-rent housing project in any manner. However, the Public Housing Election Implementation Law (HSC Section 37000 – 37002) provides clarification as to when Article XXXIV is applicable. HSC Section 37001, for example, lists a number of project types that are not considered “low-rent housing projects.”

Applicants must submit documentation that demonstrates the project’s compliance with, or exemption from, Article XXXIV. If a project is subject to Article XXXIV, the Department requires an allocation letter from the locality, which shows that there is Article XXXIV authority for the project. A Local Government official with authority should prepare the allocation letter and it should include the following:

1. The name and date of the proposition and the number of units that were approved;
2. A copy of the referendum and a certified vote tally,
3. The number of units that remain in the locality’s “bank” of Article XXXIV authority (i.e., the number of units that are still available for allocation); and
4. The number of units that the locality will commit to this project, including the manager unit.

If a project is statutorily exempt from Article XXXIV, the Department requires an Article XXXIV opinion letter from the Applicant’s legal counsel. The Article XXXIV opinion letter must demonstrate that the Applicant has considered both the legal requirements of Article XXXIV and the relevant facts of the project (e.g., all funding provided by public bodies, including state, county or city sources, the number of low-income restricted units, and the general content of any regulatory restrictions). Any conclusion that a project is exempt from Article XXXIV must be supported by facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, or case law.

### **C. Pet Friendly Housing Act of 2017**

Housing funded through this program is subject to the Pet Friendly Housing Act of 2017 (HSC Section 50466). Each Awardee will be required to submit a signed and dated certification that residents of the program-funded housing development will be authorized to own or otherwise maintain one or more common household pets as required by HSC Section 50466. Pursuant to this statute, “common household pet” means a domesticated animal, such as a dog or cat, commonly kept in the home for pleasure rather than for commercial purposes.

### **D. State Prevailing Wages**

Program Funds awarded under this NOFA are subject to state Prevailing Wage Law,

as set forth in Labor Code Section 1720 et seq. and require the payment of prevailing wages unless the project meets one of the exceptions of Labor Code Section 1720 (c), as determined by the Department of Industrial Relations (DIR). The DIR can be contacted via its website at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Applicants are urged to seek professional advice as to how to comply with state Prevailing Wage Law.

## **E. Relocation**

Both the Applicant and the Department must comply with applicable Relocation Law, pursuant to Government Code Section 7260 et seq., Title 25, CCR, Section 6000 et seq., and if federal law is applicable (depending on project financing), Code of Federal Regulations (CFR) at 49 CFR Part 24 of the UMRs and Real Property Acquisition for Federal and Federally Assisted Programs (the "URA") (collectively referred to herein forth as "Relocation" or "Relocation Law").

Relocation Law provides important protections and assistance for displaced persons and entities affected by the acquisition, rehabilitation, or demolition of real property for government funded projects. Relocation Law ensures that those displaced individuals and entities whose real property is acquired, or who move (even if temporarily), as a direct result of projects receiving government funds, are treated fairly and equitably and receive assistance in moving from the property they occupy. The Department seeks to ensure that displaced persons, which includes tenants, businesses, and homeowners, do not suffer disproportionately as a result of programs designed for the benefit of the public as a whole.

At the NOFA application stage, it is premature to conduct a detailed Relocation review. At this stage, the Department only needs to confirm that Relocation is properly budgeted. Due to the importance of satisfying Relocation Law, the Applicant is encouraged to employ the services of a Relocation consultant to procure a good faith estimate of the potential Relocation cost, which may (or may not) necessitate a Relocation plan. The Department has found that the services of a professional Relocation consultant may save an Awardee money and time in the loan process.

The importance of satisfying Relocation Law cannot be understated. Failure to follow the Relocation requirements will result in the project not being funded by the Department. Applicants cannot circumvent Relocation Law to avoid Relocation payment assistance by simply not renewing leases, which is not permissible under Relocation Law. At the construction loan close stage, the Department will notify all lenders that failure to satisfy Relocation Law, particularly the improper displacement of individuals or entities, could jeopardize Department funding.

## **F. Accessibility and Non-Discrimination**

All projects or programs shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and 11B and the Americans with Disabilities Act, Title II. In addition, projects or programs shall adhere to either the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 8, or HUD's modified version of the 2010 Americans with Disabilities Act (ADA)

Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, Federal Register, 79 FR 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Section 8.26.

Recipients shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under state or federal fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available pursuant to this NOFA.

Recipients shall comply with the requirements contained in the ADA, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code Section 11135, Rehabilitation Act Section 504, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all of the Sponsor's activities.

## **VII. Other Terms and Conditions**

### **A. Right to Modify or Suspend**

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. To receive updates, please subscribe to our PLHA listserv. Please note that in the event this NOFA is amended, the Department will require new authorizing Resolutions from successful Applicants and all constituent entities thereof.

### **B. Disclosure of Application**

Information provided in the application will become a public record and available for review by the public, pursuant to the California Public Records Act (Government Code section 6250 et seq.). As such, any materials provided will be disclosed to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, and home addresses. By

providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

### **C. Conflicts**

In the event of any conflict between the terms of this NOFA and either applicable federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, and Guidelines pertaining to PLHA, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.

## NOFA.APPENDICES

## Appendix A: Non-Entitlement Local Government Competitive NOFA 2022

Eligible Applicants for Non-entitlement Local Government				
Alpine County	Dixon	Lake County	Point Arena	Vernon
Alturas	Dorris	Lakeport	Portola	Wasco
Amador City	Dos Palos	Lassen County	Rancho Mirage	Weed
Amador County	Dunsmuir	Lemoore	Red Bluff	Westmorland
American Canyon	El Centro	Lincoln	Rio Dell	Wheatland
Anderson	El Dorado County	Live Oak	Rio Vista	Williams
Angels	Etna	Livingston	Riverbank	Willits
Arcata	Eureka	Loomis	San Benito County	Willows
Artesia	Exeter	Los Banos	San Joaquin	Winters
Arvin	Farmersville	Loyalton	San Juan Bautista	Woodlake
Atwater	Ferndale	Madera County	San Juan	Yolo County
Auburn	Firebaugh	Mammoth Lakes	Sand City	Yountville
Avenal	Fort Bragg	Maricopa	Santa Cruz	Yreka
Benicia	Fort Jones	Marina	Scotts Valley	Yuba County
Biggs	Fortuna	Mariposa County	Shasta County	
Bishop	Fowler	Marysville	Shasta Lake	
Blue Lake	Glenn County	McFarland	Sierra County	
Brawley	Grass Valley	Mendocino County	Siskiyou County	
Butte County	Greenfield	Merced County	Solano County	
Calaveras County	Gridley	Modoc County	Soledad	
Calexico	Grover Beach	Mono County	Sonora	
Calimesa	Guadalupe	Montague	South Lake Tahoe	
Calipatria	Gustine	Mount Shasta	St. Helena	
Calistoga	Hidden Hills	Napa County	Suisun City	
Capitola	Hollister	Nevada City	Susanville	
Carmel-by-the-Sea	Holtville	Nevada County	Sutter County	
Chowchilla	Humboldt County	Orange Cove	Sutter Creek	
Clearlake	Huron	Orland	Taft	
Coalinga	Imperial	Oroville	Tehama	
Colfax	Imperial County	Pacific Grove	Tehama County	
Colusa	Indian Wells	Palos Verdes	Trinidad	
Colusa County	Industry	Parlier	Trinity County	
Corcoran	Inyo County	Pismo Beach	Truckee	
Corning	Ione	Placer County	Tulare County	
Crescent City	Jackson	Placerville	Tulelake	
Del Norte County	King City	Plumas County	Tuolumne County	
Dinuba	Kings County	Plymouth	Ukiah	

**Appendix B**  
**Housing Element and Annual Progress Report (APR) Submittal Status**  
**Requirement stated in Guidelines Section 402(a) and (b)**

To be eligible to apply, jurisdictions are required to have a housing element that has been adopted by the jurisdiction's governing body and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585 by the award date.

To verify current status and eligibility for PLHA funds, please consult the following resources:

Housing Element Compliance: [Housing Element Review and Compliance Report | California Department of Housing and Community Development](#)

Annual Progress Report Submittal: [Annual Progress Reports - Data Dashboard and Downloads | California Department of Housing and Community Development](#)

For questions about Housing Element Compliance, please email [housingelements@hcd.ca.gov](mailto:housingelements@hcd.ca.gov). For inquiries on status of APR submittal, please email [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov).



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR**

**RE: RECOLOGY OF BUTTE COLUSA COUNTY FRANCHISE AGREEMENT AMENDMENT AND SERVICE RATE INCREASE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES AND ORGANICS AS REQUIRED BY SB 1383**

**DATE: NOVEMBER 15, 2022**

### SUMMARY

The Council will receive information and consider approving an amendment to the current franchise agreement with Recology of Butte Colusa County to include the recent CalRecycle mandates for AB 341, AB 1826, and SB 1383 in addition to the service rate increase of 12% for the purchase of one new truck to (with driver) and containers with the expanded organics collection services required by SB 1383.

### DISCUSSION

In 1993, the City entered into a franchise agreement (Agreement No. 474) with what is now Recology of Butte Colusa Counties, for collection and disposal of solid waste and recyclable materials generated by homes and businesses in the City limits, which has been subsequently amended five times.

The passing of AB 341, AB 1826, and the SB 1383 required the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, Authorized Contractors, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

On December 7, 2021, Council adopted Ordinance No. 1861 to implement the requirements of AB 341, AB 1826, and the SB 1383 Regulations.

Recology is working to enhance their operations to meet the demands of the CalRecycle mandates. The franchise agreement amendments include ordering new trucks (with drivers), bins, and other items to comply with AB 341, AB 1826, and the SB

1383 Regulations. Due to long lead times, product shortages, and budget constraints, Recology has not been able to meet the January 1, 2022, deadline for implementation of some of the regulations. Through SB 619, CalRecycle is allowing jurisdictions to pass a resolution and submit a Notification of Intent to Comply (NOIC) to avoid any violations of the regulations. Council approved the Notice of Intent to Comply on January 18, 2022, that was subsequently submitted and approved by CalRecycle.

Due to the dated language of the current Franchise Agreement, in addition to not meeting the requirements of AB 341, AB 1826, and the SB 1383, Recology has submitted a request for amendment and extension of the Franchise Agreement for a term of 15 years. Attached is the proposed amendment to the Franchise Agreement that incorporates the mandates of AB 341, AB 1826, and the SB 1383. Additionally requested is purchase of a new truck and driver to accommodate the added weekly route for the compostable bins. The City and Recology will seek out grant funding for reimbursement of the purchase of the new truck.

The proposed rate increase of 12%, for the purchase of one new truck to (with driver) and containers with the expanded organics collection services required by SB 1383, will take place on January 1, 2023 for commercial and residential customers. Attached is a detailed rate increase summary.

Pursuant to this Section 18.2, the adjustment to the Service Cost component shall not exceed 4.0% for the Annual Index Adjustment for the adjustments to become effective January 1, 2024 and January 1, 2025 only. For the avoidance of doubt, the foregoing cap on the annual index adjustment shall not apply to the rate adjustment to become effective January 1, 2026 or any subsequent rate adjustments.

## **FISCAL IMPACT**

No impact to the General Fund.

## **RECOMMENDATION**

**Adopt Resolution No. 9108** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE FRANCHISE AGREEMENT WITH RECOLOGY BUTTE COLUSA COUNTIES EXTENDING THE TERM OF THE AGREEMENT TO THE YEAR 2037 AND A 12% RATE INCREASE TO TAKE AFFECT ON JANUARY 1, 2023 (Agreement 474-6)

## **ATTACHMENTS**

- Resolution No. XXXX
- Amended Franchise Agreement 474-6 and Exhibit "B" – SB 1383 Related Matters
- Rate Schedule



**CITY OF OROVILLE  
RESOLUTION NO. 9108**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE  
FRANCHISE AGREEMENT WITH RECOLOGY BUTTE COLUSA COUNTIES  
EXTENDING THE TERM OF THE AGREEMENT TO THE YEAR 2037 AND A  
12% RATE INCREASE TO TAKE AFFECT ON JANUARY 1, 2023**

**(Agreement No. 474-6)**

**BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

- 1. The Mayor is hereby authorized and directed to execute the sixth amendment to the Franchise Agreement with Recology Butte Colusa Counties. A copy of the amendment, Exhibit B - SB 1383 Related Matters, and Rate Schedule is attached.
- 2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at an adjourned regular meeting on November 15, 2022 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott Huber, City Attorney

\_\_\_\_\_  
Jackie Glover, Assistant City  
Clerk

## SOLID WASTE, RECYCLABLES AND ORGANICS FRANCHISE AGREEMENT

This Solid Waste, Recyclables and Organics Franchise Agreement (“Agreement”) is entered into as of January 1, 2023, between the City of Oroville, a California municipal corporation (“City”), and Recology Butte Colusa Counties, a California corporation (“Contractor”).

### RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste, Recyclables and Organic Waste handling within their jurisdictions;

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City of Oroville (the “City Council”) has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste, Recyclables and Organic enterprise for the collection of solid waste, Recyclables and Organic Waste within City;

WHEREAS, Contractor has demonstrated the experience and qualifications to arrange with residents and businesses within City for the collection and safe transport of solid waste, Recyclables, and Organic Waste to the facilities designated herein;

WHEREAS, the City Council has determined that the public health, safety and well-being would be best served if Contractor were to be granted an exclusive franchise to provide solid waste, Recyclables and Organic Waste collection services within City;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### 1. DEFINITIONS.

“**Affiliate**” means, with respect to a specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, where “control” means having the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“**Affiliated Facility**” means any facility owned or operated by Contractor or an Affiliate of Contractor.

“**Applicable Law**” means any and all applicable laws, statutes, codes, ordinances, rules, regulations, judgments, decrees, orders, decisions, permits, permit conditions, mitigation measures, and other requirements of any governmental entity, as in effect from time to time.

“**Bulky Waste**” means large items of Solid Waste, Recyclable Material and Organic Waste, such as appliances, furniture, trees, branches, stumps and other oversize wastes. Bulky Waste does not include waste that has been placed in a Container.

“**Bin**” means a metal Container with typical capacity of one (1) to six (6) cubic yards, with a hinged lid, with or without wheels, typically serviced by a front-loading Collection vehicle.

**“Cart”** means a Toter brand or equivalent plastic cart with 32-, 64- or 96-gallon capacity, with lid and wheels, colored black or grey for Solid Waste, blue for Recyclables, or green for Mixed Organics.

**“Commercial Business,”** means all hotels, motor courts, restaurants, offices or office buildings, stores, warehouses, factories, hospitals, assisted living facilities and all other premises used for functions other than dwelling houses.

**“Compost or Organic Waste”** has the same meaning as in 14 CCR Section 17896.2(a)(4), and means those materials that are processed in a controlled biological decomposition process, which are source separated from the municipal SOLID WASTE stream. Organic Waste includes food scraps, food soiled paper products, yard trimmings and wood materials and that do not contain hazardous waste.

**“Construction and Demolition (C&D) Debris”** includes waste building materials, packaging and rubble resulting from construction, remodeling, repair or demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements. C&D excludes Excluded Waste.

**“Container” or “Containers”** means a Cart, Bin or Roll-Off Box.

**“Contamination”** means placing materials in a container that is labeled and intended for storage of another type of material. For example, placing metals or plastics in a container labeled “yard trimmings” constitutes “contamination”. Similarly, placing food scraps in a container labeled “Recyclable Materials” would contaminate Recyclable Materials.

**“Excluded Waste”** means hazardous substance, hazardous waste, infectious waste, designated waste (as defined in California Water Code Section 13173), volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that Contractor’s reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City’s, or Contractor’s reasonable opinion would present a risk to human health or the environment, cause a nuisance or otherwise create or expose City, or Contractor, to potential liability. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, electronic waste, and/or latex paint when such materials are defined as allowable materials for collection through the City’s collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

**“Food Waste”** Source-Separated discarded organic material consisting of (i) kitchen or table food scraps; (ii) meat, fish, dairy, fruit, grain, or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of foodstuffs; or (iii) uncoated paper or cardboard of any grade that is soiled with food or liquid. Food Waste does not include bioplastics.

**“Franchise Area”** means the entire area within the municipal boundaries of the City of Oroville as of the Commencement Date, as the same may thereafter be changed by reason of annexation or de-annexation.

**“Governmental Fees”** means any and all fees, assessments, taxes, tariffs or other charges required to be paid to any governmental entity either by Contractor in the performance of this Agreement, or by any Affiliated Facility on the disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement, provided in each case that Governmental Fees shall not include fines or penalties for violating Applicable Law.

**“Hazardous Waste”** means any material that is defined, regulated or listed as “hazardous,” “toxic,” a “pollutant,” or words of similar import under any Applicable Laws.

**“Maximum Rates”** means the maximum rates that Contractor is permitted to charge customers for providing services under this Agreement.

**“Mixed Organics” or “Compostables”** means Source-Separated discarded organic material consisting of any combination of Yard Waste and/or Food Waste. Mixed Organics is also used as a blanket term meaning Green Waste and/or Food Waste, either collectively or individually.

**“Multi-Family”** means a residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. For the avoidance of doubt, Multi-Family Complex includes both single buildings with 5 or more dwelling units and individual buildings that are a part of a complex of buildings under common ownership that are billed collectively for service.

**“Person”** means any individual, corporation, partnership, joint venture, limited liability company, trust, governmental entity, or other legal entity.

**“Recyclables” or “Recyclable Materials”** means Source-Separated discarded materials that are reused, remanufactured, or processed. As of the date of this Agreement, “Recyclables” includes, but is not limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office/computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper egg cartons, telephone books, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard; glass containers; aluminum (including food/beverage containers and foil); scrap metal weighing less than ten (10) pounds (without cords or chains and fitting into the container); steel, tin or bi-metal cans; and plastic containers (numbers 1 to 7). Contractor may, with the approval of City (not to be unreasonably withheld), add or remove items from this list. Recyclables does not include Yard Waste, Food Waste, Mixed Organics, or C&D. To be considered Recyclables, paper, cardboard and other fiber items must be dry and not soiled with food or liquid.

**“Recycling”** means the process of collecting, sorting, cleansing, treating, and reconstituting discarded materials which meet the quality standards necessary to be re-used, remanufactured or processed. The Collection, transportation, or Disposal of SOLID WASTE not intended for, or capable of, reuse is not Recycling.

**“Rolloff Box”** means a metal Container with a typical capacity of twenty (20) to forty (40) cubic yards, without lid or wheels, typically serviced by a roll-off Collection vehicle

**“Single-Family”** means of, from, or pertaining to any residential premises with fewer than five (5) units.

**“Solid Waste” or “Municipal Solid Waste”** means putrescible and non-putrescible solid, semi-solid and liquid wastes, including trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid waste, and other discarded solid and semi-solid waste. Solid Waste does not include Excluded Waste or Recyclable Materials, Food Waste, Yard Waste, or Construction and Demolition Debris which have been Source-Separated for Collection. For the avoidance of doubt, Solid Waste includes materials that would be Recyclable Material, Food Waste, Yard Waste, or Construction and Demolition Debris, but for the fact that such materials have not been Source Separated.

**“Source Separated”** means materials, including commingled recyclable materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling, composting, reuse, or other diversion from landfill.

**“WST Index”** means the Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services. U.S. City Average, Seasonally Adjusted, Series ID: CUSR0000SEHG, published by the U.S. Department of Labor, Bureau of Labor Statistics. If this index is discontinued, it shall be replaced by the index that most closely resembles it over the ten (10) years before discontinuation.

**“Yard Waste”** means Source-Separated discarded organic material consisting of trees, branches, shrubs, grass, leaves, lawn clippings, prunings, weeds and other vegetative waste, provided that no item is longer than three feet (3') in its longest dimension or six inches (6") in diameter. Yard Waste does not include bricks, rocks, gravel, concrete, sod, large quantities of dirt, loose fruits and vegetables, stumps, palm fronds, oleander, or pet waste.

## 2. TERM

The term of this Agreement (the “Term”) shall commence on January 1, 2023 (the “Commencement Date”) and continue for a period of fifteen (15) years, through December 31, 2037, unless extended or earlier terminated as provided herein. Effective as of January 1, 2034 and each January 1 thereafter, the Term shall automatically and without any further action by either party be extended for one (1) additional year, unless either party has provided written notice to the other on or before such January 1 date that it does not wish the Term to be so extended. For example, if the first such notice is given in July 2036, then the Term would continue until December 31, 2039, unless earlier terminated as provided herein. For the avoidance of doubt, this Agreement shall become a contractually binding obligation of each party upon its execution by both parties. The parties intend for the Solid Waste Collection and Disposal Franchise Agreement between City and Contractor dated July 6, 1993, as amended, (the “Prior Agreement”) to remain in effect and govern the rights and obligations of the parties through midnight on December 31, 2022, at which time the Prior Agreement shall be deemed to have been terminated by mutual agreement of the parties.

## 3. EXCLUSIVITY OF FRANCHISE

3.1 Grant of Exclusive Franchise. City hereby grants to Contractor the exclusive franchise, right and privilege to collect, transport and remove all Solid Waste, Recyclables, Yard Waste, Food Waste, Mixed Organics and Construction & Demolition Debris generated or

accumulated within the Franchise Area. The extent of this grant of shall be subject to any limitations imposed by Applicable Law, and to Section 3.2.

3.2 Exceptions to Exclusivity. The exclusive franchise, right and privilege set forth in Section 3.1 shall not apply to the collection, transport and removal of the following categories of materials, provided that such collection, transport and removal (including the destinations to which the materials are delivered) are performed in accordance with applicable City ordinances and other Applicable Law:

(a) Solid Waste, Recyclable Material, Yard Waste and/or C&D waste generated at a premises that is transported personally by the owner or occupant of such premises (or by his or her full-time employees) to an appropriate and fully permitted Recycling, Composting or disposal facility.

(b) Recyclables generated by a Person and sold by such person to a buyer in a bona fide purchase and sale transaction, where the generator receives net positive consideration from the buyer in respect of such Recyclables, taking into account all consideration received and/or paid by the generator in respect of such Recyclables, including hauling fees, rental charges, logistics fees, discounts, etc.

(c) Construction & Demolition Debris generated by a construction or demolition contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(d) YardWaste generated by a gardening, landscaping or tree trimming contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(e) Items such as appliances, furniture, mattresses, or electronics removed from a premises by a vendor of such items, using the vendor's own vehicles and employees, as an incidental part of the service of delivering a replacement item purchased from such vendor to such premises, rather than as a hauling service.

3.3 Right to Collect Excluded Waste. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of Excluded Waste generated or accumulated within City. To the extent Contractor exercises such right, the terms and conditions (including rates) for such services shall be as mutually agreed by Contractor and each customer.

#### 4. BASIC COLLECTION SERVICES

4.1 General. Contractor shall offer three (3) Container Solid Waste, Recyclable Materials, and Mixed Organics service set forth herein to all Single-Family, Multi-Family and Commercial premises within the Service Area. All recurring services shall be provided on a subscription basis and Contractor and City acknowledge that all property owners within the Service Area are required to subscribe to service pursuant to City Ordinance No. 1861, at rates not exceeding the Maximum Rates set forth on Exhibit A. The available Container types and sizes, and the available frequencies of collection, shall be as set forth on Exhibit A. Unless a customer has been granted a waiver by City, all customers are required to participate in the City of Oroville's

3 container system for Solid Waste, Recyclables and Mixed Organics service. Contractor shall offer C&D collection services set forth herein to all Single-Family, Multi-Family and Commercial premises within the Service Area on an on-call basis.

4.2 Collection Frequency. Contractor shall collect Solid Waste and Mixed Organics from Single-Family customers on a weekly basis and Recyclables from Single-Family customers on a bi-weekly basis. Contractor shall collect Solid Waste and Recyclables from Multi-Family and Commercial customers on the frequency subscribed for by the customer, but no less than once per week. Contractor shall collect Mixed Organics from Multi-family and commercial customer on a weekly basis.

## 5. MANNER OF COLLECTION

5.1 Orderly Collection. In making collections, Contractor shall avoid crossing private or public planted areas and climbing or jumping over hedges and fences. After removing waste from any Cart or Bin, Contractor shall return the Container to its designated position with its cover on. Contractor shall close all gates opened by it while making collections.

5.2 Litter & Spills. Contractor shall not litter any private or public property in making collections of waste, nor shall it allow any fluid, leachate or waste to spill, leak or fall from collection vehicles. If in spite of normal precautions, fluid, leachate or waste spills, leaks or falls on any premises or public property, Contractor shall promptly clean up the same. Clean-up of hydraulic fluid, motor oil, or similar fluids means application of absorbents to mitigate the effects of the fluid, and does not include removing any stain that may remain after such absorbents have been applied.

## 6. COLLECTION DAYS AND HOURS

6.1 Collection Hours. Contractor's collections shall not start before 6:00 AM in any residential area or 5:00 AM in any non-residential area, or continue after 6:00 PM, unless such later collection is necessitated by emergency or other special circumstances. Contractor's personnel shall make collections as quietly as reasonably possible.

6.2 Holiday Collection. If a customer's regularly scheduled collection day falls on Thanksgiving Day, Christmas Day, New Year's Day, or any other legal holiday, Contractor may provide collection service to such customer on the work day next following such holiday. If Contractor elects to adjust its collection schedule as stipulated herein, all subsequent collection days during that holiday week may be moved back one (1) day in the discretion of Contractor, after Contractor has provided prior written notice to the affected customers.

6.3 Schedule Changes. Before any change to Single-Family customers' regular collection day, Contractor shall give the affected customers at least one (1) week's prior written notice of the change.

## 7. SETOUT REQUIREMENTS

7.1 General. Contractor may refuse to collect a Container for any of the following reasons: (i) setout not in compliance with the City Code; (ii) setout in improper location (see

Section 7.4); (iii) Container overweight or lid not fully closed; or (iv) Contractor has reason to believe the Container contains Excluded Waste.

7.2 Non-Collection Notice. When a Container is not collected for any of the above reasons, Contractor shall leave a tag attached to the Container (if accessible to Contractor) clearly identifying the reason for non-collection. If, after Contractor has placed a non-collection tag, the customer requests that Contractor return to collect the Container (properly set-out, and with any Contamination removed), then Contractor shall collect such Container within one (1) business day of the customer's request, and shall be entitled to charge the customer the "go-back" service fee referred to in Exhibit A.

7.3 Contamination. A Solid Waste, Recyclable Material or Mixed Organics Container shall be deemed contaminated if by visual or video inspection it appears to contain at least the following percentage of Contamination by weight or volume: Recyclables fifteen percent (15%), Mixed Organics three percent (3%). Contractor shall take the following steps for contaminated Containers:

(a) 1<sup>st</sup> occurrence: Contractor shall collect the contaminated Container and notify the customer of the Contamination problem. The notice (which may be a tag affixed to the Container) shall include instructions for proper sorting and warn the customer that they may be subject to contamination fees and/or other measures if they do not correct the problem.

(b) 2<sup>nd</sup> occurrence: Contractor shall collect the contaminated Container and notify the customer of the Contamination problem, and may charge the customer a contamination fee as forth in Exhibit A. The notice (which may be a tag affixed to the Container) shall include instructions for proper sorting and warn the customer that they may be subject to contamination fees and/or other measures if they do not correct the problem.

(c) 3<sup>rd</sup> & subsequent occurrence: Contractor may either (i) refuse to collect the contaminated Container, (ii) collect the contaminated Container and charge the customer a contamination fee as set forth in Exhibit A, or (iii) for Commercial and Multi-Family customers, collect the contaminated Container as Solid Waste and charge the customer the then-applicable extra pick-up fee as set forth in Exhibit A. Additionally or alternatively, Contractor may, after notifying the customer, remove some or all of the customer's Recyclables/Mixed Organics Container(s) and discontinue providing the customer Recyclables/Mixed Organics service for up to 1 year. After 1 year, or a shorter period if appropriate, the customer may request Contractor to reinstate the discontinued service, and if Contractor does so Contractor may charge the service restart container redelivery fee as specified in Exhibit A. In each case, Contractor shall notify the customer (which may be through a tag affixed to the Container) of the reason for the action.

(d) Counting occurrences: Occurrences after the 1<sup>st</sup> occurrence shall be counted as subsequent occurrences only if they occur within 12 months of the 1<sup>st</sup>. If 12 months have passed since the last occurrence, the next occurrence shall be the 1<sup>st</sup> occurrence. Occurrences for Recyclables shall be counted separately from those for Mixed Organics.

7.4 Container Accessibility. Contractor shall not be required to collect Carts from any location other than curbside (i.e. within three feet (3') of the curb or paved roadway). Contractor shall not be required to collect Bins or Drop Boxes from any location other than the location mutually agreed by Contractor and the customer. If Contractor is required to move a Cart or Bin more than ten feet (10') in order to service it, Contractor may charge a distance charge at the rate set forth on Exhibit A. Contractor shall only be required to collect a Container if access thereto is



safe and unobstructed, unless the customer has subscribed for lock service at the rate set forth on Exhibit A.

7.5 Roads. Contractor shall only be required to provide collection service to customers on City-maintained roads, and (if the property owner signs a reasonable road damage liability waiver) on non-City maintained private roads that do not present a risk of injury or damage to persons or property.

7.6 Free On-Premises Service. Contractor shall at no additional charge collect Carts from the side yard or back yard of a Single-Family premises, if all adults residing at the premises have disabilities that prevent them from setting out their carts at the curb. To receive this free service, the customer must apply to Contractor at least two (2) weeks in advance and submit such documentation as Contractor may reasonably request confirming their eligibility. Contractor may require customers to reconfirm their eligibility periodically, but no more frequently than annually.

## 8. CUSTOMER SERVICE

8.1 Local Office. Contractor shall maintain its principal office for rendering services under this Agreement in the City and shall keep this office open during regular business hours on regular collection days, at which customers may contact Contractor. This office shall be staffed by competent personnel who shall have the authority to represent Contractor in its relations with the public. Contractor shall maintain sufficient personnel and call capacity to receive and answer the normal volume of telephone calls courteously, quickly and expeditiously.

8.2 Service Complaints. Customers may submit complaints to Contractor by mail, email, telephone or in person. If City receives any complaints about Contractor's services, City shall refer such complaints to Contractor. Contractor shall use commercially reasonable efforts to resolve all complaints by the close of business of the second (2<sup>nd</sup>) business day after the date the complaint is received. Service complaints may be investigated by the City Manager or his/her designee if a resolution satisfactory to the complainant and the Contractor is not reached, and the complainant refers the matter to the City Manager or his/her designee for review.

8.3 Complaint Records. Contractor shall maintain records listing the date of all customer complaints received, the name and address of the customer, the nature of the complaint, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for at least twenty-four (24) months. Contractor shall provide complaint records to City upon request.

## 9. VOUCHER PROGRAM

Contractor shall provide two vouchers per year to Single Family and Multi-Family customers at no charge that are redeemable at the Oroville Transfer Station to be utilized by residents to dispose of Solid Waste. Proof of residency shall be required and restrictions on the types and volume of material to be disposed of using the vouchers shall be determined by Contractor and included on the terms of the voucher provided to residents. The customer shall be responsible for any disposal charges for material in excess of the type and amount permitted under the terms of the voucher.

## 10. Compliance Plan

10.1 On or before September 30, 2023 and each September 30 thereafter, Contractor, at its own expense, must prepare and submit an annual (Calendar Year) Compliance Plan (“Plan”), which will guide Contractor’s work efforts. This Plan will include measures to meet diversion targets, increase diversion, and increase participation of Service Recipients in Recycling and Organic Waste programs, and should target certain materials or “problem” areas, including Recycling and Mixed Organics sorting and Contamination, within Contractor’s Service Area where improvements can be maximized. Planned outreach and education services, and outreach materials should be included as part of the Plan and updated annually. Targets of outreach should be based on local Solid Waste trends from data obtained by both the City and Contractor, and other reputable sources. Contractor will maintain current and state-of-the-art public outreach and education services throughout the term of this Agreement by providing outreach materials to Service Recipients electronically (via email and social media) in addition to print. Contractor must submit first year draft Plan to the City by June 30, 2023. City will review and provide revisions to draft Plan within thirty (30) days of receipt. Contractor must revise and submit final Plan to City by September 30, 2023. The Compliance Plan must include the following:

10.2 City-specific website. Contractor shall maintain a City-specific website that fully explains the Contractor’s Collection Services and Service Rates, the diversion options available, and allows Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe and promote the use of the available Recyclable Materials and Organic Waste services in the City. Contractor’s local website must provide information specific to the City’s programs. Contractor will ensure that information provided on the website is maintained and up to date. Content will include proper container set out, educational materials, newsletters, and program descriptions. Contractor’s website shall include all information set forth in 14 CCR Division 7, Chapter 3, Article 4, Section 18985.1 (a), including the list of edible food recovery services.

10.3 Available Services Notice and Information. At least annually Contractor must publish and distribute (by mail or electronically) a notice to all Service Recipients regarding the full range of services offered by Contractor and City. The notice must contain at a minimum (i) clear descriptions of the materials to be Collected, (ii) procedures for setting out materials, (iii) the days when Garbage Collection Services and Organic Waste Collection Services will be provided, (iv) Contractor’s local customer service phone number, (v) instructions on the proper filling of Containers, (vi) instructions as to what materials may or may not be placed in Recyclable Materials or Organic Waste Containers, (vii) how to select container sizes to maximize diversion, (viii) participation in Recycling and Organic Waste programs, (ix) the charges for Overage and Contamination in the event of non-compliance, (x) the availability of on-premises Collection Services, including the availability of no-charge on-premises Collection Services for qualified persons, (xi) Large Items Collection Services; and other services described in this Agreement at the direction of the City. The notice must be provided in English, and Spanish, and must be distributed by Contractor no later than October 1 of each year. The Notice shall include the information described in 14 CCR Division 7, Chapter 3, Article 4, Section 18985.1 (a).

10.4 Contractor must implement public education and outreach in conformance with applicable laws (e.g., SB 1383, AB 1826, AB 827, AB 939, AB 341, AB 1594, etc.) and in coordination with the City. Contractor shall attend public events and host booths to promote education and awareness. Contractor will work with City to identify which special events will be attended. Contractor, together with City, shall work with local media to ensure information on new programs, events, Recycling, Organic Waste Mixed Organics etc. is communicated to the community.

Contractor shall use a variety of options such as local paper, news, websites, Homeowners Associations, schools and civic groups to distribute information and education about City Solid Waste programs, and events. Contractor shall distribute educational material to Service Recipients a minimum of once a quarter by mail or electronically. These materials should include tips on Recycling properly, use of Organic Waste Mixed Organics containers, Composting, battery and electronics education, prevention of Contamination issues, proper Container placement, resource information, and Household Hazardous Waste education.

#### 11. CITY SERVICES

Contractor shall provide services to City-owned facilities on a subscription basis at rates not exceeding the then-applicable Maximum Rates for such services, provided, however, that Contractor shall provide City an annual credit to offset the cost of such services. The annual credit shall be in the annual amount of seventy-five thousand dollars (\$75,000) for calendar year 2022. On January 1, 2023, and each January 1 thereafter, the annual amount of the credit shall be adjusted by the annual percentage change in the WST Index, calculated as provided in Section 17.2. Unused credit amounts shall not carry over to subsequent years.

#### 12. SB 1383 RELATED MATTERS

Contractor shall provide the services identified in Exhibit B to support City's implementation of the Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations adopted by the California Department of Resources Recycling and Recovery pursuant to SB 1383.

#### 13. FACILITIES TO BE USED

Contractor shall initially deliver all material collected hereunder as Solid Waste to the Recology Ostrom Road Landfill, located at 5900 Ostrom Road, Wheatland, CA, all material collected hereunder as Recyclables to the Recology Yuba-Sutter Materials Recovery Facility located at 3001 North Levee Road, Marysville, CA all material collected hereunder as Green Waste, Food Waste or Mixed Organics to the Recology Ostrom Organics composting facility located at 5900 Ostrom Road, Wheatland, CA, and all material collected hereunder as C&D to one or more C&D processing facilities selected by Contractor. Contractor may use the Recology Butte Colusa Counties Transfer Station located at 2720 South Fifth Avenue, Oroville, CA, or any other transfer station, to affect such deliveries. Contractor shall pay each such facility the then-applicable tip fee for disposal, processing, or transfer (as the case may be) of such material. Contractor may at its option elect to deliver Solid Waste, Recyclables, Green Waste, Food Waste and/or Mixed Organics to any other facility.

#### 14. COLLECTION EQUIPMENT

14.1 Vehicles. Contractor shall provide a sufficient number of vehicles to provide the collection services it is required to provide under this Agreement. All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. The "Recology" name and Contractor's telephone and vehicle numbers shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are empty or in the process of collection. The noise level generated

by collection vehicles during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties.

14.2 Containers. The Maximum Rates set forth on Exhibit A for Cart, Bin and Roll Off Box service include provision of one (1) Container of the size subscribed for by the customer, at no additional charge to the customer. The customer may order additional Containers at a rate not exceeding the Maximum Rate set forth on Exhibit A (i.e. the Additional Cart rate for Single-Family customers, or the standard rate for the Container for Commercial/Multi-Family customers). Contractor shall only be required to collect waste from Contractor-provided Containers, but may elect to service customer-owned Containers. By October 1, 2021, Contractor shall ensure that each Single-Family customer has at least three (3) Carts, one (1) each for Solid Waste, Recyclables and Mixed Organics. Containers damaged or destroyed by the carelessness of the customer are the responsibility of the customer. Containers that wear out through ordinary use or are damaged during collection operations shall be replaced by Contractor.

14.3 Equipment List. Not more than once per year, upon City's request, Contractor shall provide City a written list of (i) all vehicles being used by Contractor within the Franchise Area, including type, make, model, age, and mileage, and (ii) the number and types of Containers being used by Contractor within the Franchise Area. Contractor's vehicles used under this Agreement shall be subject to inspection by City on a semi-annual basis but shall not be subject to any permit fees therefor.

## 15. BILLING AND PAYMENT

15.1 Billing For Services. Contractor shall bill all customers in the Franchise Area for services provided pursuant to this Agreement at rates not exceeding the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services provided to the customer, including charges for late payments, where applicable.

15.2 Frequency. Customers may be billed monthly or quarterly and in advance or in arrears. If a customer not previously receiving collection service initiates service, the charges for collection service for the period between the commencement of service and the end of the then-applicable billing period may be added to the next billing period.

15.3 Delinquent Accounts. Accounts shall be considered delinquent if not paid in full within thirty (30) days of the invoice date. Contractor may charge customers with delinquent accounts a late fee of \$15.00, as well as interest of one and one half percent (1.5%) per month (compounded annually) from the time the account became delinquent. Contractor may stop service to delinquent accounts and may use the City's lien process, a collection agency, or any other legal method to collect from delinquent accounts. If Contractor submits the delinquent account to City for liening, Contractor may charge the customer an additional late fee of \$50.00.

15.4 Lien Procedure. On or before January 31 of each year, Contractor shall provide City with a listing of all delinquent accounts in the Franchise Area, together with a formal request for reimbursement of same. Such listing shall be in a form approved by City. The amount of a delinquent bill includes all late fees and interest. On the first Monday in March of each year, City shall, with respect to each then-delinquent bill, place a lien on the lot or parcel of land to which Contractor's services were rendered, providing for payment in full of the delinquent bill through the property tax rolls, and shall record such lien with the county recorder. To the extent City receives any payment from the customer or county with respect to the delinquent bill, City shall

remit such amounts to Contractor within thirty (30) days. This section shall survive the expiration or earlier termination of this Agreement until such time as Contractor has been reimbursed in full for all delinquent bills.

15.5 Vacation Holds. Upon customer request at least two (2) weeks in advance, Contractor shall place a “vacation hold” on the customer’s account, for a period no less than one (1) week in length. Contractor shall suspend recurring weekly services to the customer during the “vacation hold” period, and shall credit the customer’s account for the suspended service (typically  $\frac{1}{4}$  of the monthly charge for weekly collection). Each customer may utilize the “vacation hold” service for a combined period of up to four (4) weeks each calendar year.

## 16. FRANCHISE FEES

16.1 General. As consideration for the exclusive collection franchise granted hereunder, Contractor shall pay to City a franchise fee (the “Franchise Fee”). The Franchise Fee shall initially be ten percent (10%) and shall be calculated as one-eleventh (1/11th) of Contractor’s Gross Revenue. The Franchise Fee shall be due and payable quarterly within forty-five (45) days following the end of each quarter, with the first payment being due February 14, 2022 for the 4<sup>th</sup> quarter of 2021.

16.2 Gross Revenue. “Gross Revenue” means all amounts collected from customers for the provision of services pursuant to this Agreement, net of (a) sales, excise or other taxes required to be collected from customers and paid to a governmental agency in connection with the provision of such services, if accompanied by a tax return or similar statement evidencing the amount of such taxes, and (b) any refunds to customers. Gross Revenue does not include (i) revenues generated from the sale of Recyclables, (ii) revenue from late fees or similar finance charges charged to customers, or (ii) amounts received from governmental authorities with respect to the services provided under this Agreement (such as curbside payments or grants), except in the governmental authority’s capacity as a customer hereunder.

16.3 Changes. City may modify the Franchise Fee from time to time provided that (i) the modification takes effect on July 1, at the same time as the annual rate adjustment, (ii) City gives Contractor at least ninety (90) days prior written notice of the Franchise Fee modification, and (iii) Maximum Rates are adjusted commensurately, concurrently with the effective date of the modified Franchise Fee, so as to pass through the Franchise Fee modification. Contractor shall not be required to pay the modified Franchise Fee unless and until all the foregoing steps have been taken.

16.4 Audit. No more than once every five (5) years, City may elect to have an audit of Contractor’s Franchise Fee payments conducted at City’s expense by an independent certified public accountant selected by City. Each such audit shall evaluate whether Franchise Fees have been correctly calculated and paid to City during the preceding five (5) years. If the audit shows an underpayment, Contractor will pay the shortfall within thirty (30) days. If the audit shows an underpayment of more than three percent (3%), Contractor shall reimburse the cost of the audit, up to a maximum of \$10,000. If the audit shows an overpayment, Contractor may deduct the overpayment from future Franchise Fee payments to City.

## 17. HOST FEE

Contractor shall pay to City a host fee (the “Host Fee”) of ten percent (10%) of the gate fees paid to Contractor by third parties unaffiliated with Contractor for disposal of Solid Waste at

the Oroville Transfer Station (the "Third Party Gate Fees"). The Host Fee shall be calculated as one-tenth (1/10th) of the Third Party Gate Fees and shall be paid to the City on a quarterly basis consistent with the payment of the Franchise Fee. As of the date of this Agreement, the parties are unaware of any other obligation by Contractor to pay a fee to City as consideration for the operation of the Oroville Transfer Station. In the event that after the date of this Agreement the parties become aware of any such obligation other than what is described in this Section 17, the Host Fee shall be automatically reduced without any action of the parties by the amount of such other fee or fees.

## 18. RATES

18.1 General. Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Any reference in this Agreement to Maximum Rates or Exhibit A shall be deemed to refer to Maximum Rates or Exhibit A as so adjusted. As of the Commencement Date, the Maximum Rates shall be as set forth on Exhibit A.

18.2 Annual Index Adjustment. Effective January 1, 2024 and each January 1 thereafter, the Service Cost component of each Maximum Rate shall be adjusted by the year-over-year percentage increase (if any) in the WST Index. The year-over-year percentage increase in the WST Index shall be calculated by comparing the average value of the WST Index over the 12 months ending on the October 31 immediately prior to the January 1 adjustment date, to the average value of the WST Index over the 12 months preceding such period. If such calculation yields a negative value, the year-over-year percentage change in the WST Index shall be deemed to be zero, and there shall be no adjustment under this section for the year in question. By the November 30 immediately prior to the January 1 adjustment date, Contractor shall submit to City, for City's confirmation, Contractor's calculation of the WST index adjustment, the supporting index data, and the resulting Maximum Rates. Notwithstanding the foregoing, the adjustment to the Service Cost component made pursuant to this Section 18.2 shall not exceed 4.0% for the adjustments to become effective January 1, 2024 and January 1, 2025 only. For the avoidance of doubt, the foregoing cap on the annual index adjustment shall not apply to the rate adjustment to become effective January 1, 2026 or any subsequent rate adjustments.

18.3 City Confirmation. Maximum Rate adjustments in accordance with Section 17.2 shall take effect automatically, without the need for approval by the City Council or City staff. Nevertheless, City staff shall conduct an administrative review of the information submitted by Contractor under Section 17.2 to confirm whether Contractor's calculations are accurate. If City staff determine that there is an inaccuracy, they shall notify Contractor in writing of the same with fifteen (15) days after Contractor's submission. Thereafter, the parties shall cooperate in good faith to resolve and if necessary, correct the inaccuracy.

### 18.4 Extraordinary Adjustments.

(a) If, after the date of execution of this Agreement, there occurs any change in (i) Applicable Law, (ii) Governmental Fees, (iii) the boundaries of the Franchise Area, (iv) the number of Generators (but only if it is an increase that causes Contractor to incur additional capital expenditures, such as a new route to accommodate growth), (v) the facilities available to Contractor, or (vi) any other material change (each, an "Eligible Event"), and such Eligible Event results in an increase in Contractor's costs of performing its obligations under this Agreement or

a decrease in Contractor's revenues from this Agreement, then Contractor may apply to the City for an extraordinary adjustment to Maximum Rates.

(b) A change in the facilities available to Contractor (item (v) above) shall be deemed to occur if a facility being used by Contractor ceases or suspends operation (e.g. due to closure, destruction, or damage), becomes unable to accept the material delivered by Contractor, or (in the case of third party facilities) refuses to accept such material, provided, however, that in the case of C&D processing facilities, such an event will be deemed in a change in the facilities available to Contractor only if no other C&D processing facility is available to Contractor within fifty (50) miles of City.

(c) An increase in an Affiliated Facility's cost of disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement shall be deemed to be an increase in Contractor's costs of performing its obligations under this Agreement. Increased costs of a general of facility-wide nature (e.g. capital improvements required by new laws, or a Governmental Fee imposed on the facility as a whole rather than on a per-ton basis) shall be allocated to City on a pro rata basis.

(d) Contractor's application for an extraordinary adjustment shall be in writing and shall contain a written explanation of the Eligible Event, the increase or decrease in Contractor's costs or revenues resulting from the Eligible Event, and the adjustment in Maximum Rates that Contractor proposes to offset the effect of the Eligible Event. Contractor shall provide such additional information as City may reasonably request in order to evaluate Contractor's application.

(e) If Contractor provides substantial evidence that (i) an Eligible Event has occurred or will occur, (ii) the Eligible Event increased Contractor's costs of or decreased Contractor's revenues from this Agreement, and (iii) the amount of any increased costs (and if applicable the method of allocating them to City) is reasonable, then Contractor shall be entitled to an increase in Maximum Rates in an amount sufficient to cover Contractor's increased costs (plus a profit margin calculated by dividing the increased costs by an operating ratio of 0.89) or decreased revenues resulting from the Eligible Event, whether incurred before or after submission of Contractor's application or implementation of the extraordinary adjustment.

(f) City shall use its best efforts to ensure that Maximum Rates are so increased within sixty (60) days after Contractor submits its application. If City fails to do so, then the adjustment shall be increased to account for the shortfall in revenues resulting from the delay, plus interest on the shortfall at the then-applicable Wall Street Journal Prime Rate plus two percent (2%).

18.5 Changes in Scope. If City wishes Contractor to change its services under this Agreement (including changes to enable City to comply with changes in Applicable Law), or to provide new services, then City shall notify Contractor in writing, and the parties shall negotiate in good faith for a period of sixty (60) days the terms of such new or changed services and the compensation payable to Contractor with respect to such new or changed services. Contractor shall not be required to begin providing such new or changed services until the City Council has

adopted Maximum Rates mutually agreed by City and Contractor to compensate Contractor for such new changed services, and such Maximum Rates have taken effect.

18.6 Calculations. All changes in Maximum Rates shall be rounded to the nearest cent (\$.01) and all percentages shall be rounded to the nearest one-tenth of one percent.

## 19. RECORDS & INSPECTION

19.1 Service Records. Contractor shall maintain all records generated by it in the ordinary course of business relating to the services provided hereunder, including customer lists, billing records, route maps, service records, financial records, operating statistics, and customer complaints. Such records shall be kept for at least five (5) years from the date of generation of each record, except that customer complaints need only be maintained for twenty-four (24) months as provided in Section 8.3.

19.2 Inspection. The City or its agent shall have the right, upon ten (10) business days' prior written notice, to inspect all such records that reasonably relate to this Agreement, for the purpose of verifying Contractor's compliance with this Agreement. Such records shall be made available to City for inspection at Contractor's regular place of business during Contractor's regular business hours.

19.3 Confidentiality. To the maximum extent permitted by Applicable Law, and subject to Section 19, City shall treat as confidential and not disclose all information made available by Contractor pursuant to Section 18.2, and all other information provided by Contractor to City that is marked "confidential" or "proprietary." City shall not use any such information except for purposes of verifying Contractor's compliance with this Agreement or performing City's obligations under this Agreement.

19.4 Customer Lists. At City's request upon reasonable prior notice, Contractor shall provide City the names of all customers of Contractor within the Franchise Area, the customer's address, the types of service provided to that customer, the number and type of Containers provided to such customer, and whether the customer is delinquent in payments.

## 20. PUBLIC RECORDS

Contractor acknowledges that City is subject to the California Public Records Act, Government Code Section 6250 et seq., and that unless a particular record is exempt from disclosure under the Public Records Act or other applicable statute, it must be disclosed to the public by City upon request. If City receives a request for disclosure of Contractor information under the Public Records Act, City shall promptly notify Contractor in writing of such request, and shall not disclose such information until at least five (5) business days after such notice has been given. If Contractor believes the information is exempt from disclosure, Contractor may at its own cost file suit to prevent the information from being disclosed. If Contractor does so, City shall not disclose such information until the matter has been decided by a court of competent jurisdiction. Any reasonable costs incurred by City in connection with such a suit brought by Contractor shall be borne by Contractor, unless City chooses to mount its own defense, independent of Contractor.



## 21. REPORTING

21.1 Annual Reports. On or before March 1, 2022 and each March 1 thereafter, Contractor shall submit to City an annual report for the prior calendar year containing at a minimum the following information:

- (a) Total tons of Solid Waste, Recyclables, Mixed Organics and C&D collected in prior year, allocated between Residential cart service, commercial cart and bin service, roll-off and compactor service.
- (b) Estimated diversion rates for Recyclables, Mixed Organics, and C&D in prior year, and basis for estimates (e.g., facility recovery rate, waste characterization studies, etc.)
- (c) Estimated diversion rate for all material collected in prior year, and how calculated
- (d) Total Solid Waste, Recyclable Material and Mixed Organics customers by line of business (i.e., Single-Family, Multi-Family, Commercial) and service level as of December 31
- (e) Percentage of Multi-Family and Commercial customers that have been provided for each of Recyclables and Mixed Organics collection service, as of December 31
- (f) Summary of public education and outreach activities in prior year
- (g) Total Gross Revenue generated and Franchise Fees payable in prior year

The parties may by mutual written agreement add to or modify the above requirements.

19.2 Quarterly Reports. The City reserves the right to require more frequent reporting by the Contractor (e.g., quarterly reports) of information for purposes of documenting progress toward meeting it AB 1383 reporting requirements or other purpose deemed necessary by the City.

21.2 CERCLA Defense Records. City views the ability to defend against CERCLA and similar litigation as a matter of great importance. Therefore, City regards the ability to prove where Solid Waste collected in the Service Area was taken for disposal to be a matter of concern. Contractor shall maintain records of where Solid Waste collected in the Service Area was landfilled (and therefore establish where it was not landfilled). Contractor shall maintain such records for a minimum of ten (10) years after expiration or earlier termination of this Agreement.

## 22. INDEMNIFICATION

22.1 General Indemnification. Contractor shall defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, suits, proceedings, liabilities, damages, losses, penalties, and costs and expenses incidental thereto (including reasonable attorney's fees) (collectively, "Claims") arising or resulting from injury to or death of any person or damage to property, in each case to the extent caused by Contractor's breach of this Agreement, or Contractor's violation of Applicable Law, negligence or willful misconduct in connection with this Agreement, in each of the foregoing cases, except to the extent such Claims are caused by the violation of Applicable Law, negligence or willful misconduct of any Indemnitees, and except as expressly prohibited by statute. The foregoing indemnity shall apply if the Claim is caused by the joint negligence of any Indemnitees and Contractor, but only to the extent of Contractor's negligence.

22.2 Hazardous Substance Indemnification. Contractor shall defend, indemnify and hold harmless the Indemnitees from and against any and all Claims arising or resulting from the

release or threatened release by Contractor or any Affiliated Facility of any Hazardous Waste in connection with Contractor's performance of this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify Indemnitees from liability. For purposes of this subsection, "Claims" includes natural resources and punitive damages, and response, remediation and removal costs.

22.3 Prop. 218. City shall hold Contractor harmless against, and Contractor shall have no defense, indemnity or other obligation to any Indemnitee with respect to, any Claims arising out of or relating to City's alleged or actual failure to comply with Article XIII C or XIII D of the California Constitution. If a court ruling, majority protest, initiative or referendum (each, a "Restriction") prevents Maximum Rates from being established or increased as required by this Agreement, or reduces Maximum Rates from the levels otherwise required by this Agreement, then: (i) the Franchise Fee shall be reduced by the amount of revenue lost to Contractor by reason of the Restriction, and (ii) if the amount of such lost revenue exceeds the Franchise Fee, the Franchise Fee shall be reduced to zero, and Contractor's other obligations under this Agreement shall be reduced so that Contractor's cost of performing this Agreement (after applying the operating ratio set forth in Section 17.4(e)) are commensurate with the Maximum Rates that Contractor may legally charge, and (iii) either City or Contractor may at any time terminate this Agreement upon two (2) years' prior written notice to the other. City and Contractor shall negotiate in good faith any reduction in Contractor's obligations under clause (ii) above. Contractor shall not be liable to City for any reduction in or non-payment of the Franchise Fee by reason of this subsection, nor shall any such reduction or non-payment invalidate this Agreement. Nothing in this Agreement shall be deemed an admission by City or Contractor that Articles XIII C or XIII D of the California Constitution apply to the rates charged by Contractor under this Agreement.

## 23. INSURANCE

23.1 Contractor shall maintain insurance in compliance with this section, and shall ensure that each subcontractor performing work hereunder also maintains insurance in compliance with this section, as if the subcontractor were a party hereto. Contractor shall furnish insurance certificates evidencing the required coverages not later than ten (10) days prior to commencing services hereunder, and thereafter upon each policy renewal. Contractor shall maintain the following policies with at least the following limits:

Workers' Compensation	Statutory limits for CA	
Employer's Liability	Bodily Injury by Accident – Each Accident	\$1,000,000
	Bodily Injury by Disease – Each Employee	\$1,000,000
	Bodily Injury by Disease – Policy Limit	\$1,000,000
Commercial General Liability	Premises-Operations – Each Occurrence	\$1,000,000
	Annual Aggregate (Other Than Prod.-Compl. Ops.)	\$1,000,000
	Products-Completed Operations – Each Occurrence	\$1,000,000
	Products-Completed Operations – Annual Aggregate	\$1,000,000
Automobile Liability*	Combined Single Limit – Each Accident	\$1,000,000
Pollution Liability**	Single Limit – Each Occurrence	\$5,000,000

	Annual Aggregate	\$5,000,000
Umbrella Liability***	Single Limit – Each Occurrence	\$5,000,000
	Policy Limit	\$5,000,000
* Shall include MCS-90 and CA 9948 endorsements, or their equivalents.”		
** Sudden and Gradual, including clean-up costs.		
*** In excess of Employer’s Liability, Commercial General Liability, Automobile Liability and Product Liability.		

23.2 Each policy required hereunder shall, or shall be endorsed to: (i) contain a waiver of subrogation in favor of City and its elected officials, officers, employees and agents; (ii) name City and its elected officials, officers, employees and agents as additional insureds, except for Workers’ Compensation and Employer’s Liability; (iii) be primary, and any insurance or self-insurance maintained by such additional insureds shall not contribute with it, except for Workers’ Compensation and Employer’s Liability; (iv) remain in effect throughout the Term, and if written on a claims-made basis for five (5) years thereafter; (v) contain “cross-liability” or “separation of insureds” coverage; and (vi) be issued by companies licensed in each state where goods or services are provided, with an A.M. Best rating of A-:VII or better. If the issuer of any policy required hereunder is the subject of bankruptcy or insolvency proceedings, or becomes insolvent, Contractor shall within five (5) business days substitute another policy and issuer meeting the requirements of this section.

24. PERFORMANCE BOND

Contractor shall maintain throughout the term of this Agreement a performance bond in the amount of not less than \$10,000 for the benefit of, and in a form reasonably acceptable to, City, or such other financial assurance as City may determine provides equivalent assurance in the event of Contractor's failure to perform. Such performance bond or other financial assurance shall secure Contractor’s full and faithful performance of its obligations under this Agreement throughout its term. A performance bond provided under this section shall be executed by a surety company licensed to do business in the State of California, with an A. M. Best or Standard and Poor’s rating of at least “A-“, and included on the list of surety companies approved by the Treasurer of the United States.

25. FORCE MAJEURE.

Notwithstanding any other provision, Contractor shall be excused from performing its obligations hereunder to the extent and for so long as performance of such obligations is rendered impossible, impracticable, or unsafe due to Force Majeure or the effect thereof. “Force Majeure” means earthquake, fire, flood, landslide, epidemic/pandemic, other act of nature, war, terrorism, sabotage, civil disturbance, strike or other labor action, governmental (including judicial) action, or any other event not the fault of and beyond the reasonable control of Contractor. Force Majeure shall not include governmental action resulting from Contractor’s violation of Applicable Law. Contractor shall as soon as reasonably practicable provide City with written notice of any nonperformance excused by this section, together with a description of the Force Majeure and the reason it renders performance is impossible, impracticable or unsafe. Contractor shall restore performance as soon as reasonably possible.

26. RIGHT OF CITY TO PERFORM

26.1 If due to Force Majeure or for any other reason Contractor fails to collect, transport and dispose of or process all or a substantial portion of the waste that it is obligated to under this

Agreement for more than three (3) consecutive business days, and as a result waste accumulates in the Franchise Area in such a manner that the City in its reasonable discretion finds that such accumulation endangers public health or safety, then City upon approval by the City Council may take possession of Contractor's vehicles and Containers used in the performance of this Agreement for the purpose of providing the services that Contractor is failing to perform. If City takes possession of Contractor's equipment under this section, City shall have the right to use the Affiliated Facilities to the extent Contractor had been using them to perform this Agreement.

26.2 During any such possession, City shall be responsible for maintaining and repairing Contractor's vehicles and Containers, and shall replace or repair any that are damaged or destroyed (other than through ordinary wear and tear). City shall defend, indemnify and hold harmless Contractor from Claims arising out of City's (or its subcontractor's) negligence, willful misconduct or violation of Applicable Law in operating Contractor's vehicles or Containers, using the Affiliate Facilities, or otherwise providing the services. Contractor shall pay City the rate revenue received by Contractor attributable to the services performed by City. If Contractor's failure to perform is excused due to Force Majeure, City will pay Contractor the reasonable rental value of the vehicles and Containers used by City, as well as any applicable tip fees at the Affiliated Facilities. City may subcontract the use and operation of Contractor's vehicles and Containers and use of the Affiliated Facilities to a third party. City may retain possession of Contractor's vehicles and Containers until Contractor demonstrates to City's reasonable satisfaction that it is willing and able to resume providing services, but no longer than one hundred eighty (180) days.

## 27. DISPUTE RESOLUTION.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by binding arbitration in Sacramento, CA before a single neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, as in effect on the date a claim is first filed. Judgment on the award may be entered in any court having jurisdiction. This section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by it in connection with the arbitration. The costs of the arbitration, including JAMS/arbitrator fees, shall be shared equally by the parties. The parties shall treat the proceedings, any related discovery and the arbitrator's decisions as confidential, except in connection with judicial proceedings ancillary to the arbitration, or as required by law or to protect a legal right of a party.

## 28. TERMINATION

28.1 A party shall be in default under this Agreement if it breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice by the non-breaching party of the breach, provided, however, that if the nature of the breach is such that it shall reasonably require more than thirty (30) days to cure, the breaching party shall not be in default so long as it promptly commences the cure and diligently proceeds to

completion of the cure. If a party is in default under this Agreement, the other party may terminate this Agreement by providing at least thirty (30) days prior written notice to the defaulting party.

28.2 In addition to the above, City may terminate this Agreement by providing at least thirty (30) days prior written notice to Contractor if Contractor (i) files a voluntary petition for relief under any bankruptcy, insolvency or similar law; (ii) has an involuntary petition filed against it under any bankruptcy, insolvency or similar law, which petition remains undismissed or unstayed for ninety (90) days; (iii) is the subject of a seizure or attachment of, or levy on, a substantial part of Contractor’s equipment used in the performance of this Agreement, and such seizure, attachment or levy is not removed, or substitute equipment provided, within ninety (90) days.

29. MISCELLANEOUS PROVISIONS

29.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreements, representations or understandings with respect thereto (except as provided in Section 2). The exhibits hereto are integral parts of this Agreement.

29.2 Amendment. No modification, waiver or amendment of this Agreement or any provision hereof shall be effective unless in writing and signed by the party(ies) to be bound. However, Exhibit A shall be deemed automatically amended to reflect all Maximum Rate adjustments made pursuant to this Agreement, without need of a signed writing.

29.3 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law or conflicts of law provisions.

29.4 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively made upon personal delivery, or confirmed delivery by nationally recognized overnight courier, to the party to be notified, at such party’s address specified below. A party may change its address for notices from time to time by providing written notice to the other party in accordance with this section.

To City: City of Oroville  
Attn: City Administrator  
1735 Montgomery Street  
Oroville, CA 95965

To Contractor: Recology Butte Colusa Counties  
Attn: Legal Department  
50 California Street, 24<sup>th</sup> Floor  
San Francisco, CA 94111

29.5 No Waivers. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

29.6 Severability. If any non-material provision of this Agreement is for any reason held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of any other provision of this Agreement.

29.7 No Subcontracting. Contractor shall not subcontract or delegate to any other Person, other than an Affiliate of Contractor, the performance of any of Contractor's obligations under this Agreement, without City's prior written consent.

29.8 Independent Contractor. Contractor is an independent contractor, and not an officer, employee or agent of City. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights or benefits which accrue to City's employees. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor.

29.9 Compliance With Law. Each Party in the performance of its obligations hereunder shall comply with all Applicable Laws.

29.10 Assignment. Contractor shall not assign this Agreement to any other Person without City's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of City and Contractor.

29.11 Survival. The following provisions shall survive the expiration or earlier termination of this Agreement: 21.2 (CERCLA Defense Records), 28 (Indemnification), 27 (Dispute Resolution) and 29 (Miscellaneous).

29.12 No Conflict. Each party represents and warrants that its execution, delivery and performance of this Agreement has been duly authorized and does not and shall not conflict with or constitute a breach of any agreement to which it is a party or by which it is bound, any provision of Applicable Law, or any other legal requirement.

29.13 Interpretation. This Agreement shall be construed as if drafted jointly by the parties, and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement. Section headings are for convenience and shall not be used in construing this Agreement. "Including" and its variants mean "including without limitation."

29.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Facsimile signatures (including PDFs sent by email or DocuSigned) shall be valid.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS THEREOF, City and Contractor have executed this Solid Waste, Recyclable Materials and Organic Waste Franchise Agreement as of the date first written above.

**CITY OF OROVILLE**

**RECOLOGY BUTTE COLUSA COUNTIES**

By: \_\_\_\_\_  
[name]  
[title]

By: \_\_\_\_\_  
Salvatore M. Coniglio  
Chief Executive Officer

Approved as to form:

By: \_\_\_\_\_  
[name]  
[title]

## Exhibit B

## SB 1383 Related Matters

1. Definitions

- 1.1. "Blue Container" means a Container colored as follows: (a) the lid shall be blue, or (b) the body shall be blue and the lid shall be either blue, gray, or black. Hardware such as hinges and wheels may be any color.
  - 1.2. "Gray Container" means a Container colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color.
  - 1.3. "Green Container" means a Container colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green, gray, or black. Hardware such as hinges and wheels may be any color.
  - 1.4. "Hauler Route" means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclables or Compostables collection services (not on-call or Bulky Item/Abandoned Waste), excluding compactor collection services, within the Service Area.
  - 1.5. "Prohibited Container Contaminants" means any of the following:
    - 1.5.1. Non-Compostables placed in the Green Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;
    - 1.5.2. Compostables or Recyclables placed in the Gray Container that is specifically identified under the Agreement for collection in the Green Container or Blue Container;
    - 1.5.3. Compostables placed in the Blue Container that is specifically identified under the Agreement for collection in the Green Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Blue Container.
  - 1.6. "Route Review" means a visual inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical inspection methods such as the use of cameras.
2. "SB 1383 Regulations" means or refers to Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Article 12 and amended portions of regulations of 14 CCR and 27 CCR. Container Colors.
    - 2.1. General Requirement. Contractor shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a Customer serviced under the Agreement conforms to the following color scheme: Gray Containers for collection of Solid Waste, Blue Containers for collection of Recyclables, and Green Containers for collection of



Compostables. In addition, Contractor shall ensure that all Containers it uses to provide such services to Customers serviced under the Agreement conform to such color scheme by January 1, 2036.

2.2. Specific Material Types. Paper products and printing and writing paper, each as defined in the SB 1383 Regulations, may be placed in either the Blue Container or the Green Container. Carpet and textiles may not be placed in either the Blue Container or the Green Container.

3. Container Labels.

3.1. General Requirement. Contractor shall ensure that each Container (or Container lid) that it newly purchases after January 1, 2022 and provides to a Customer serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that Container type. Contractor may comply with this section by using model labeling provided by CalRecycle.

4. Route Reviews.

4.1. General Requirement. At least once annually, beginning in 2023, Contractor shall provide the City with a list of all hauler routes and service days for City staff to utilize to conduct annual route reviews. Contractor shall provide additional route review assistance in the form of outreach materials, such as cart tags and educational material explaining how to properly source separate materials in Contractor's provided 3 cart system for City staff to distribute when performing route reviews.

4.2. Notice of Contamination. If Contractor finds Prohibited Container Contaminants in a Container during daily collection the cart will be tagged with a cart tag and the generator account information and noted contamination violation will be noted and reported to the City on a weekly basis.

5. Compliance Reviews.

5.1. General Requirement. At least once annually, beginning in 2023, Contractor shall review the records of its Commercial Service Recipients in the City that are subscribed for at least two (2) cubic yards per week of combined Garbage, Mixed Organics and Recyclable Materials service, to determine whether those Commercial Service Recipients are subscribed for Mixed Organics collection service or have an applicable waiver. Contractor shall include the results of each compliance review in its quarterly reports the City, as required by Section 7.

5.2. Site Visits. Based on the results of Contractor's Compliance Reviews conducted pursuant to Section 5.1, Contractor shall conduct an annual site visit to each Commercial Service Recipient in the City that is subscribed for at least two (2) cubic yards per week of combined Garbage, Mixed Organics and Recyclable Materials Service and determined to not be subscribed to Organic Waste Collection Service and that has not been granted a waiver. During the site visits, Contractor shall encourage those businesses to sign up for SB 1383 compliant Organics Waste Collection Service and provide educational material about SB 1383's requirements. Contractor will also collect photographic documentation

during all site visits. The Contractor shall conduct no less than 30XX in-depth, in-person, diversion site visits per quarter.

## 6. Education & Outreach.

6.1. Prior to May 1, 2022, and annually thereafter, Contractor shall provide the following to all Service Recipients under the Agreement. This information will be provided, at a minimum, through print and/or electronic media, on the Contractor's website, and may also be provided through workshops, meetings and/or on-site visits. Contractor shall provide Commercial Service Recipients with interactive assistance such as employee trainings, in a virtual or in-person format, when Mixed Organics Collection Service is added, or upon request.

6.1.1. Information on the Customer's requirements to properly separate MSW, Recyclable Material and Organic Waste materials in appropriate containers and required by City Ordinance No. 1861.

6.1.2. Information on methods for: the prevention of MSW, Recyclable Material and Compostables generation, recycling Compostables on-site, sending Recyclable Materials and Compostables to community recycling and composting facilities, and any other local requirements regarding MSW, Recyclable Materials and Compostables.

6.1.3. Information regarding the Green House Gas reduction benefits of reducing the landfill disposal of Recyclable materials and Compostables, and the methods of Recyclable Materials and Compostables recovery contemplated by the Agreement.

6.1.4. Information regarding how to recover Recyclable Materials and Compostables.

6.1.5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of MSW, Recyclable Material and Compostables.

6.2. The above information will be provided, at a minimum, through print and/or electronic media, on the local Recology website, and may also be provided through workshops, meetings and/or on-site visits.

6.3. Educational materials provided pursuant to the above shall be translated into Spanish.

## 7. Reporting.

7.1. Beginning January 1, 2022, Contractor shall provide the following information to City as part of Contractor's regularly scheduled quarterly reports under the Agreement:

7.1.1. For information provided by Contractor pursuant to Section 6 above:

(a) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, mass emails, and other mass electronic messages).

- (b) The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
- (c) To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.
- (d) Notwithstanding any other provision, Contractor shall not be required to track or provide copies of emails, texts, or other electronic communications with individual Customers (e.g. if a CSR answers a customer question).

7.1.2. For Compliance Reviews:

- (a) The date the review was conducted.
- (b) The name and title of each person conducting the review.
- (c) For Compliance Reviews, the results of such review (i.e. Contractor's findings as to whether the Customers reviewed are subscribed for Compostables collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. a spreadsheet based on Contractor's account records summarizing the reviewed Customers' service levels and waiver status).
- (d) Copies of any educational materials issued pursuant to such reviews (other than notices of Prohibited Container Contaminants, which are covered below).

7.1.3. Documentation relating to observed Prohibited Container Contaminants:

- (a) Copies of the form of each notice issued by Contractor to Customers for Prohibited Container Contaminants, as well as, for each such form, a list of the Customers to which such notice was issued, the date of issuance, the Customer's name and service address, and the reason for issuance (if the form is used for multiple reasons).
- (b) The number of times notices were issued to Customers for Prohibited Container Contaminants.
- (c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

7.1.4. A description of Contractor's process for determining the level of Container contamination under the Agreement.

## 8. Waivers

- 8.1. General. City may grant de minimis and/or physical space waivers to Commercial or Multi-Family customers (not Single-Family Customers) that exempt the Customer from the requirement to subscribe for Recyclable Materials or Mixed Organics Collection service. If a customer has more than one service address, City shall require the customer to submit

a separate waiver application for each service address. Contractor will notify the City of any waiver requests received and/or any waiver recommendation determined by the Contractor for review by City staff.

- 8.2. Contractor will provide a link to the City's online waiver application page on their website for those looking for the City's waiver application.
- 8.3. Contractor Review of Customer Waiver Requests. Upon City request, Contractor shall review the Commercial or Multi-Family customer's waiver application, verify the accuracy of factual matters stated in the application that are readily verifiable from Contractor's computer systems (e.g. service levels), inspect the applicable service address to assess the matters specified below, and provide City with documentation of the inspection. In lieu of visiting the service address, inspections may be conducted via video.
- 8.4. Scope of Inspection. In its inspections, Contractor shall only be required to assess the following matters, unless otherwise mutually agreed by Contractor and City: (i) For physical space waiver applications, whether the Container storage area(s) at the service address are in Contractor's opinion sufficient to add a Recyclable Materials and/or Mixed Organics container (whichever one(s) the Customer is seeking a physical space waiver for). "Container storage area" means a contiguous area designated by the Customer for storage of Refuse, Recyclable Materials, and/or Mixed Organics Containers. (ii) For de minimis waiver applications, the estimated weekly volume of Mixed Organics and/or Recyclable Materials generated by the Customer and discarded in the Solid Waste Containers at the service address. The estimate shall be based on a single visual inspection of the contents of Container(s) at the service address. Each inspection shall involve observing the contents of the Container(s) (whether by lifting the lid, using a camera, or other method deemed appropriate by Contractor), but shall not require Contractor to disturb the contents or open any bags.
- 8.5. Service Level Updates. City will be responsible for approving or denying the waiver applications following receipt of Contractor's documentation. When City grants, denies, extends or terminates a waiver, City shall within ten (10) Business Days provide the following information to the Customer and Contractor in writing: (i) the specific Customer and service address to which the waiver applies, (ii) whether the waiver was granted/denied or extended/terminated, and (iii) any changes to service level or Collection service requirements required or permitted to be made by the Customer. At Contractor's request, City shall provide Contractor an updated listing of waivers approved by City, including each Customer's names, mailing address, service address, date waiver was granted/denied/extended, and type of waiver.
- 8.6. Limitations. Notwithstanding the foregoing: Contractor shall maintain [XXX] full time equivalent route auditors dedicated to the Service Area. Contractor shall not be required to conduct waiver reviews for more than [XXX] service addresses per week on average for the Service Area, for each such route auditor. Physical space and de minimis waivers will be counted separately for purposes of the preceding sentence. If a service address has multiple container storage areas, every 3 container storage areas (or fraction thereof) shall be counted as 1 waiver review (e.g. a service address with 4-6 container storage areas would count as 2 waiver reviews, a service address with 7-9 container storage areas would count as 3 waiver reviews, etc.). Contractor's obligation to conduct waiver reviews is subject to the Customer timely permitting Contractor's personnel to inspect the Customer's premises during normal business hours and provide information reasonably

requested by Contractor. Except for account and service level information in Contractor's database and the factual matters required to be assessed by Contractor as provided in subsection 8.3 above, Contractor shall be entitled to rely on information provided by the Customer, and shall not be responsible for any false or inaccurate information provided by the Customer.

**Commercial Bin Rates**

City of Oroville

Rates to become Effective January 01, 2023

**COMMERCIAL BIN RATES**

Bin Size	Frequency (Pickups per Week)					
	1	2	3	4	5	6
<b>1.0 Cu Yd</b>						
Base Rate	\$108.48	\$201.04	\$293.60	\$386.06	\$478.63	\$623.96
Disposal	15.33	30.65	45.99	61.31	76.64	91.96
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$123.81	\$231.69	\$339.59	\$447.37	\$555.27	\$715.92
Franchise Fee	13.76	25.74	37.73	49.71	61.70	79.55
TOTAL	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47
<b>1.5 Cu Yd</b>						
Base Rate	\$131.68					
Disposal	22.99					
Other	0.00					
Sub Total	\$154.67					
Franchise Fee	17.19					
TOTAL	\$171.86					
<b>2.0 Cu Yd</b>						
Base Rate	\$155.76	\$280.41	\$405.05	\$529.72	\$654.44	\$854.73
Disposal	30.65	61.31	91.96	122.63	153.28	183.94
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$186.41	\$341.72	\$497.01	\$652.35	\$807.72	\$1,038.67
Franchise Fee	20.71	37.97	55.22	72.48	89.75	115.41
TOTAL	\$207.12	\$379.69	\$552.23	\$724.83	\$897.47	\$1,154.08
<b>3.0 Cu Yd</b>						
Base Rate	\$202.97	\$359.80	\$516.61	\$673.47	\$830.28	\$1,085.21
Disposal	45.99	91.96	137.95	183.94	229.92	275.90
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$248.96	\$451.76	\$654.56	\$857.41	\$1,060.20	\$1,361.11
Franchise Fee	27.66	50.20	72.73	95.27	117.80	151.23
TOTAL	\$276.62	\$501.96	\$727.29	\$952.68	\$1,178.00	\$1,512.34
<b>4.0 Cu Yd</b>						
Base Rate	\$250.21	\$439.20	\$628.17	\$817.11	\$1,006.05	\$1,315.81
Disposal	61.31	122.63	183.94	245.25	306.57	367.88
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$311.52	\$561.83	\$812.11	\$1,062.36	\$1,312.62	\$1,683.69
Franchise Fee	34.61	62.43	90.23	118.04	145.85	187.08
TOTAL	\$346.13	\$624.26	\$902.34	\$1,180.40	\$1,458.47	\$1,870.77
<b>5.0 Cu Yd</b>						
Base Rate	\$297.49	\$518.59	\$739.69	\$960.79	\$1,182.15	\$1,546.40
Disposal	76.64	153.28	229.92	306.57	383.20	459.84
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$374.13	\$671.87	\$969.61	\$1,267.36	\$1,565.35	\$2,006.24
Franchise Fee	41.57	74.65	107.73	140.82	173.93	222.92
TOTAL	\$415.70	\$746.52	\$1,077.34	\$1,408.18	\$1,739.28	\$2,229.16
<b>6.0 Cu Yd</b>						
Base Rate	\$344.78	\$597.96	\$851.24	\$1,104.49	\$1,358.22	\$1,776.99
Disposal	91.96	183.94	275.90	367.88	459.84	551.81
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$436.74	\$781.90	\$1,127.14	\$1,472.37	\$1,818.06	\$2,328.80
Franchise Fee	48.53	86.88	125.24	163.60	202.01	258.76
TOTAL	\$485.27	\$868.78	\$1,252.38	\$1,635.97	\$2,020.07	\$2,587.56

**Recology Butte Colusa Counties**  
**City of Oroville**  
**Rates to Become Effective January 01, 2023**

**RESIDENTIAL RATES**

One Pickup per Week	Monthly Rate	
	Regular	Senior
1 x 32 -gallon Can (w/o S/Cs)	\$26.40	\$25.34
2 x 32 -gallon Cans (w/o S/Cs)	37.38	36.32
3 x 32 -gallon Cans (w/o S/Cs)	45.22	n / a
1 x 64 -gallon Cart (w/o S/Cs)	\$35.32	\$34.26
1 x 96 -gallon Cart (w/o S/Cs)	\$37.68	\$36.62
Add'l Can w/ 96-gal Toter	\$11.68	n / a
Back Yard Service	\$10.07	n / a
Hazardous Waste Surcharge	\$0.51	\$0.51
AB 939 Compliance Fee (City)	\$0.63	\$0.63

**COMMERCIAL RATES**

Container Size	Frequency (Pickups per Week)						
	1	2	3	4	5	6	7
1.0 Cu. Yd. Bin	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47	n / a
1.5 Cu. Yd. Bin	\$171.86	n / a	n / a	n / a	n / a	n / a	n / a
2.0 Cu. Yd. Bin	\$207.12	\$379.69	\$552.23	\$724.83	\$897.47	\$1,154.08	n / a
3.0 Cu. Yd. Bin	\$276.62	\$501.96	\$727.29	\$952.68	\$1,178.00	\$1,512.34	n / a
4.0 Cu. Yd. Bin	\$346.13	\$624.26	\$902.34	\$1,180.40	\$1,458.47	\$1,870.77	n / a
6.0 Cu. Yd. Bin	\$485.27	\$868.78	\$1,252.38	\$1,635.97	\$2,020.07	\$2,587.56	n / a
1 x 32 -gallon Can	\$22.46	n / a	n / a	n / a	n / a	n / a	n / a
2 x 32 -gallon Cans	\$33.44	n / a	n / a	n / a	n / a	n / a	n / a
3 x 32 -gallon Cans	\$41.26	n / a	n / a	n / a	n / a	n / a	n / a
1 x 64 gallon Cart	\$31.37	n / a	n / a	n / a	n / a	n / a	n / a
1 x 96 gallon Cart	\$33.74	n / a	n / a	n / a	n / a	n / a	n / a

**DEBRIS BOX - Single Pull Rates**

20 Cu. Yd. Bin	\$500.37 per pull
30 Cu. Yd. Bin	681.44 per pull
40 Cu. Yd. Bin	828.04 per pull
Trip charge	\$69.04 per trip

**RESIDENTIAL RATES**

**City of Oroville**

Rates to become Effective January 01, 2023

**January 01, 2023**

<b>Household Hazardous Waste Surcharge</b>	\$0.51
<b>AB 939 Compliance Fee (City of Oroville)</b>	\$0.63
<b>Once per Week Service</b>	
<b>96-gallon Cart</b>	
Basic Rate	\$37.68
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<b>\$38.82</b>
<b>64-gallon Cart</b>	
Basic Rate	\$35.32
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<b>\$36.46</b>
<b>Additional Can (with 96-gallon Cart)</b>	
Basic Rate	\$11.68
Household Hazardous Waste Surcharge	n/a
AB 939 Compliance Fee	n/a
Monthly Charge	<b>\$11.68</b>
<b>1 x 32-gallon Can</b>	
Basic Rate	\$26.40
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<b>\$27.54</b>
<b>2 x 32-gallon Cans</b>	
Basic Rate	\$37.38
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<b>\$38.52</b>
<b>3 x 32-gallon Cans</b>	
Basic Rate	\$45.22
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<b>\$46.36</b>
<b>Backyard Pickup</b>	
Regular (in addition to service above)	\$10.07

**Senior Citizen Discount (applies to Cart or Can service only)**

**(\$1.00)** 272



**Recology Butte Colusa Counties**

**COMMERCIAL RATES**

**City of Oroville**

**Rates to become Effective January 01, 2023**

**Carts (Toters) and 32-gallon Cans**

Once per Week Service	Monthly Charge
96-gallon Cart	\$33.74
64-gallon Cart	31.37
1 x 32-gallon Can	\$22.46
2 x 32-gallon Cans	33.44
3 x 32-gallon Cans	41.26
Additional Can (with 96-gallon Cart)	\$11.68

**Bins - Charge per Month**

Ctr. Size (Cu. Yd.)	Service (times per week)					
	1	2	3	4	5	6
1.0	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47
1.5	171.86					
2.0	207.12	379.69	552.23	724.83	897.47	1,154.08
3.0	276.62	501.96	727.29	952.68	1,178.00	1,512.34
4.0	346.13	624.26	902.34	1,180.40	1,458.47	1,870.77
6.0	485.27	868.78	1,252.38	1,635.97	2,020.07	2,587.56

**Extra Pickup: Charge per Pickup**

Ctr. Size (Cu. Yd.)	Charge
1.0	\$41.74
1.5	50.84
2.0	61.60
3.0	82.84
4.0	104.07
6.0	147.01

**Recology Butte Colusa Counties**  
**COMPACTOR & DEBRIS BOX RATES**  
**City of Oroville**  
**Rates to become Effective January 01, 2023**

<b>DEBRIS BOX</b>	<b>Charge per Load</b>
Size (In cubic Yards	
3	\$188.47
6	246.07
15	433.39
20	500.37
22	n / a
25	n / a
30	681.44
40	828.04

<b>COMPACTOR</b>	<b>Charge per Load</b>
Size (In cubic Yards	
4	n / a
6	n / a
15	\$508.96
20	631.22
22	750.31
25	916.74
30	1,007.43
40	1,342.63

<b>Trip Charge</b>	<b>\$67.74</b>
--------------------	----------------

**Recology Butte Colusa Counties  
COMPACTOR & DEBRIS BOX RATES  
City of Oroville  
Rates to become Effective January 01, 2023**

PROPOSED RESIDENTIAL RATES

One Pickup per Week	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
Call Back	8.61	-	8.61	0.96			0.00	9.57
Contamination	8.61	-	8.61	0.96			0.00	9.57

PROPOSED COMMERCIAL CAN & CART RATES

One Pickup per Week	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
Call Back	\$15.89	\$2.55	\$18.44	\$2.05	\$0.00	\$0.00	\$0.00	\$20.49
Contamination	22.57	2.55	25.12	2.79	0.00	0.00	0.00	27.91



## **CITY OF OROVILLE STAFF REPORT**

**TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS**

**FROM: BILL LaGRONE, CITY ADMINISTRATOR**

**RE: REQUEST FOR COUNCIL DIRECTION TO PROCURE DRAWINGS FOR THE SANK PARK FENCE**

**DATE: NOVEMBER 15, 2022**

### **SUMMARY**

The Council may receive information of procurement of fence drawing for the Sank Park fence as requested by City Council.

### **DISCUSSION**

On October 2, 2022, staff presented the bids received for the fabrication and installation of the Sank Park fence. Form staff's report prompted a request from Council to have a full presentation with drawings of the proposed fences to be presented to Council from each bidder. Northstate Earth & Water, Inc. produced photos of the prefabricated fence panels and other projects completed by the company. B&M Builders, Inc. corresponded with their drafting firm and proposed \$4,910 to produce drawings of the fence for the requested presentation.

Staff is seeking direction from Council to move forward with the request for the drawings.

### **FISCAL IMPACT**

Total cost of \$4,910 from the General Fund Parks Department. 3231-6360 Outside services.

### **RECOMMENDATION**

Request for direction

### **ATTACHMENTS**

None



# City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2433 FAX (530) 538-2468  
[www.cityoforoville.org](http://www.cityoforoville.org)

## Monthly Department Report October 2022

### BUILDING

- Permits Issued – 95
- Applications Received - 103
- Total Permits Finalized – 94
- Business Licenses/Occupancies Issued – 6 (3 new business/ 2 owner change/1 location change)
- **Continued increase** in commercial, retail & drive-thru development interest
- Permit Violations due to Code Enforcement Stop Work Notices \$685.00

### CODE ENFORCEMENT

## CODE ENFORCEMENT DIVISION OCTOBER MONTHLY REPORT

<u>CODE ENFORCEMENT ACTIVITIES</u>	
Total Active Code Enforcement Cases	183
Cases Closed	137
New Cases Opened	52

<u>NEW CODE ENFORCEMENT CASES/ CASE DESIGNATIONS</u>	
Abandoned Vehicle Abatement	16
Building Code Violation(s)	8
Graffiti	0
Multi-Family	8
Public Nuisance(s)	26

<b>Sub-Standard Housing</b>	<b>1</b>
<b>New Vacant Building Monitoring</b>	<b>1</b>
<b>Stop Work Notices Issued</b>	<b>7</b>

TOTAL FEES COLLECTED

**CITATION: \$2,000**

**RED TAG: \$ 00.00**

**VACANT BUILDING MONITORING: \$359.33**

**UBLE FEES FROM STOP WORK NOTICES: \$685.00**

**October:** This was a busy month following up on cases, working on abatement and inspection warrants for the following properties, 2585 A Street, 3975 Spencer Ave, 3320 Burlington and 111 Worthy Avenue. All the properties involve various financial institutions transferring ownership to avoid responsibility or a deceased property owner who has left no trust of will.

The Code Enforcement Team along with Public Works, City Works, Oroville Police and Animal Control abated a nuisance property at 2280 Veatch Street, Oroville. This included the removal of a motorhome; 5<sup>th</sup> wheel travel trailer and six vehicles. Animal Control assisted in the removal of nine dogs at various stages of growth that were left abandoned on the property. Oroville Police assisted by removing several squatters illegally camping on the commercial property. Public Works, City Works and Code Enforcement assisted by abating hazards.

Code Enforcement, Public Works, and City Works cleared “The Orchard” located south of Grand and west of Table Mountain Boulevard. The illegal camping in the area was preventing another phase of the building of apartments. Recology donated two 40-yard dumpsters for this project. The subjects illegally camping on this property were given eight days to leave the property. They were offered housing assistance by Housing Navigator Ian Clement, behavior health options and other low cost no cost help. On the day of the clearing over seventy thousand pounds of trash and debris was removed from this property. A travel trailer and stripped vehicle were also removed under the abandoned vehicle abatement program.

This month Code Technicians Julio Salcedo, Pa Cha Vang, and Pa Nhia Vang attended the 2022 California Association of Code Enforcement Officers Conference in Garden Grove California. Over the three-day event they attended classes involving receivership of properties, use of drones in code cases, leadership classes, inspection, and abatement 101, drug and red-light abatement, neighborhood watch program, code enforcement and criminal justice reform, mitigation of threat and hazards using code enforcement and code enforcement safety on and off the job. I have instructed at these conferences in the past and know the training value and the need for code enforcement technicians to attend this

specialized training. These courses also support SB296 involving the mandated training for Code Enforcement.

It should be noted that we are down a staff assistant and two code enforcement technicians. We have conditional job offers out for the two code enforcement technicians and are in the process of hiring for the staff assistant position.

## **ENGINEERING**

### **Capital Projects**

- **No report provided**

## **PLANNING**

- The California Public Utilities Commission approved the City's Local Agency Technical Assistance Grant of \$500,000 in 100% reimbursable funds for pre-construction planning costs associated with broadband development. Council voted in approval of accepting the award on November 1<sup>st</sup>.
- Supported the October 27 Planning Commission meeting. The Commission reviewed two Use Permits, one for oversized signage at 491 Oro Dam Blvd and the other for outpatient services in a Corridor Mixed Use zoning district at a proposed new multi-tenant commercial facility.
- Supported the October 13 Development Review Committee (DRC) meeting. Projects reviewed included the oversized signage at 491 Oro Dam Blvd, the outpatient services in a Corridor Mixed Use zoning district at a proposed new multi-tenant commercial facility, and a remodel of two adjacent apartment buildings within the Downtown Historic District.
- Currently have about 50 active planning and building permit applications including building permit reviews, signs, zoning compliance letters, solar installations, re-zonings and use permits. Reviewing or completed reviewing 20 separate event, home occupation and other administrative permits.
- Reviewed recent applications and prepared staff reports for larger housing projects including: Gold Creek Commons Mixed Use Development and Subdivision, Lincoln Family and Senior Apartments, Feather Ranch Subdivision, Rose Oaks Subdivision annexation, and Grand Acres Subdivision.
- Began a project to create a master list of conditions for new construction projects.
- Completed a number of questionnaires for the new permitting software system Tyler Technologies/Energov.

- The Southside Revitalization Zone Champions are working together to identify personal assistance and property redevelopment needs. City staff need to spend some time in November and December supporting this effort.
- Addressed dozens of phone, walk-in and email inquiries for potential annexations, commercial, industrial, ADU, fence, and setbacks. Helping potential applicants move their projects forward incrementally.
- The Draft 2022-2030 Housing Element adopted by the City Council on July 19 continues at HCD for their certification review. Housing Tools is currently reviewing. Expect comments or certification in November.

## **PARKS & TREES DEPARTMENT**

The following is a list of things we are working on or accomplished in October:

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings
- Worked in all LLAD areas cleaning, pruning, and weeding
- Trimming small and medium sized trees for site clearances
- Continued watering street trees with the City water truck
- Continued working weekends, cleaning, and working events in the Parks
- Open and close museums on a regular basis
- Install numerous street, regulatory, and warning signs
- Spray herbicides in various areas around the City
- Mowed on a regular basis
- Ran street sweeper on a regular basis
- Spent 33 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities
- Filled over 142 potholes
- Picked up illegally dumped items on a routine basis throughout town; assisted Code Enforcement and the City Works Crew with private property clean-ups
- Continued running through numerous irrigation systems and making repairs
- Striped and painted arrows, stop bars and stop legends on a portion of Foothill Blvd
- Street repairs on Foothill Blvd, Pine St, Plumas Ave, Brereton Ave, and Ophir
- Tree pruning and shoulder clearing on a portion of Oro Quincy Hwy, and on Glen
- Cleaned a portion of Dry Creek by Lincoln Blvd with assistance from City Works

This is a partial list and does not include some of the smaller or remedial tasks that we conduct on a day-to-day basis.



## **BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT**

- Loan Portfolio Monitoring includes credit reporting, late payment notices, late insurance notices, annual inspections and certification, and foreclosure processing. (ongoing)

Current portfolio balance is \$37,788,144

Payoffs received for FY 22/23 are \$128,258

30 payoffs in the amount of \$1,810,924 for FY 21/22

- Monthly reimbursement requests were prepared and submitted for 9 grant agreements.
- Foreclosure in process going to Trustee's sale December 7, 2022 for 16 Midway.
- CDBG DR-MHP -Working through the required documentation for a Notice To Proceed (NTP) for Lincoln St. Phase I and items needed for application of Lincoln St. Phase II. Total amount awarded to the City of Oroville \$17,000,089.
- Began the NEPA process for Lincoln St. Apartments.
- City was awarded \$2,733,374 in Encampment Resolution Funding-Mission Esperanza Project.
- CDBG CV 2&3-contract amendment was completed
- CDBG CV23 (UAP) contract was closed out.
- CDBGCV1 Contract is in the process of being closeout
- 17CDBG12014-grant was closed out.
- Submitted CDBG application for \$500,000 Neighborhood Cleanup Program-awaiting notification.
- In the process of applying for a 2022 PI Only Application for Oroville Convention Center Improvements, currently pending NEPA preparation
- FTHB Program-closed 2 loan, 4 loans approved, received 4 applications, currently reviewing/qualifying6 applications.
- Owner-Occupied Rehabilitation Program-closed 0 loans, 2 applications received, 0 applications reviewed.

## **CITY CLERK**

- **No report provided**

## **FINANCE DEPARTMENT**

- Software deployment
  - Payroll Software, UKG Ready
    - Progress being made with a Go live date set for January 1<sup>st</sup> 2023
  - Financial Software, Tyler Technologies
    - Two full days are devoted each week to set up and trainings.
  - ClearGov Transparency software, still implementing
    - Digital Budget Book
    - Operational Budgeting
    - Transparency Portal

- Policy updating
  - Split the Budget and Purchasing Policy into two separate policies
  - Create a Sewer Fees policy
- Project to clean up and close the Deposits Payable Agency Fund
- Develop a new cost allocation for the new budget year
- Set up new web portal for administration of
  - Utility User Tax
  - Transient Occupancy Tax
- Updating the Master Fee Schedule
- Opening a new Investment Managed Account with Chandler Asset Mgmt
  - This task is on hold while the market is in turmoil
- Starting a project to audit Utility User Tax and Franchise Fee revenues with Muni Services
- Reporting for Butte Co Association of Governments.
- Year End closing process
- Final audit scheduled for the week of the December 19<sup>th</sup> 2022.

#### **Unanticipated Revenue:**

- Second and final allocation from the Coronavirus Fiscal Recovery proceeds
  - \$2,480,366.00 received on July 21,2022 to mitigate the fiscal effects stemming from the public health emergency caused by COVID-19.
- Allocation of \$43,219.94 from National Opioid Settlements

#### **Loan Payoff to Bank of Marin (Formerly American River Bank).**

On October 18<sup>th</sup> Council approved the payoff of this loan. Due to payoff restrictions, we have to wait until April 3, 2023 to pay it off. Payoff amount is \$2,247,920.86. Balance at the time of staff report was \$2,193,502.60.

Savings on an early payoff will save the City \$603,714.54.

#### **HUMAN RESOURCES**

- **NO REPORT PROVIDED**

#### **RECYCLING PROGRAM**

- Working with Jennifer Arbuckle on SB 1383 Ordinance and updating codes.

#### **AIRPORT DIVISION**

- No report provided

#### **INFORMATION TECHNOLOGY**

- No report provided

## **GEOGRAPHIC INFORMATION SERVICES**

- As needed services provided by Spatial California Services.

## **PUBLIC WORKS DEPARTMENT**

### **Fleet Maintenance Division**

- No report provided

### **Electrical**

- No report Provided

### **Sewer Division**

- No report provided

## **PUBLIC SAFETY**

### **Police Activity:**

- Calls for Service 2,809
- Officer Initiated Incidents 473
  - **Total Incidents 3,274**
  - **Total Reports 339**
  - **Total Arrests 110**
  - **Total Citations 39**

**OROVILLE CITY COUNCIL  
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS  
TOM LANDO, CITY ADMINISTRATOR**

**FROM: BILL LAGRONE, CHIEF OF POLICE**

**RE: POLICE DEPARTMENT MONTHLY REPORT FOR OCTOBER 2022**

**DATE: NOVEMBER 15, 2022**

**SUMMARY**

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

**Staffing:**

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant</b>
Police Officer	20	29	9
Dispatcher	5	7	2
Municipal Law Enforcement	8	9	1
Administrative Personnel	3	4	1

**Department Activity:**

<b>Events Year to Date 2022</b>	<b>Average Response Time for Crimes against persons <small>*Priority 1 crimes</small></b>	<b>Average Response Time for all types of calls for Service</b>	<b>National Average Response Time</b>
35,131	3:45 minutes	6:46 minutes	8 - 11 minutes

**Patrol Checks and Park Patrols:**

	<b>Patrol Checks</b>
OCTOBER 2022	144
Year to Date	2,289

**Parking Enforcement Citations Issued:**

Item ii.

OCTOBER 2022	Year to Date 2022	OCTOBER 2021	Year to date 2021
8	142	7	80

**Police Activity:**

	OCTOBER 2021	OCTOBER 2022	Year to date 2021	Year to date 2022
<b>Arrest</b>				
<b>Misdemeanor</b>	112	74	1,290	969
<b>Felony</b>	49	36	545	405

	OCTOBER 2021	OCTOBER 2022	Year to date 2021	Year to date 2022
<b>Citations</b>				
	140	31	912	526

**Uniform Crime Reporting:**

Crimes of Violence	OCTOBER 2022	Year to Date JANUARY – DECEMBER
Homicide	0	2
Rape	3	9
Robbery	2	19
Aggravated Assault	5	31

**SPCA Statics:****Service Calls by Priority:**

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	15	93	6.21
Priority	36	233	6.46
At Officer Convenience	22	201	9.16
After Hours	18	137	7.61

**Animal Intake and Outcome Stats:**

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
56	55	26	27	3	0	0

\*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

**Animal Outcomes:**

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	7	5	2	0	0	0
Died	8	7	1	0	0	0
Disposal	9	2	1	0	1	5
Euthanasia	24	9	11	0	1	3
RTO	7	6	1	0	0	0
Transfer	0	0	0	0	0	0
Found Exp	0	0	0	0	0	0

\*Others are wild animals such as bats, skunks, snakes, possums, etc

**SPCA After-hours call outs:**

OCTOBER 2022
18

**Shoes for Kids:**

Shoes Provided	Socks Provided
7	7 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATIONS**

None