



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

November 19, 2019
REGULAR MEETING
CLOSED SESSION 5:30 PM
OPEN SESSION 6:00 PM
AGENDA

REQUESTS TO ADDRESS COUNCIL

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 two (2) 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 non-agenda items, the time limitation would be reduced to one and a half minutes per speaker. 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, Linda Draper, 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 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, Oroville Police Officers Association (Sworn and Non-Sworn), Oroville Public Safety Mid-Managers Association, Oroville Management and Confidential Association, and Oroville City Employees Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and the Personnel Officer to consider the employment related to the following positions: Assistant City Administrator.
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – one case.

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 - 6** 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 5, 2019.

RECOMMENDATION

Approve the minutes of the November 5, 2019 City Council Meeting

2. DECLINE THE DONATION OF FLOWER TAPESTRY FOR THE PIONEER OR LOTT HOME MUSEUMS

The Council will consider the recommendation of the Parks Commission to accept a donation of a Flower Tapestry for the Lott Home or Pioneer Museum

RECOMMENDATION

Due to lack of adequate history of the item, any authentication that would make this item of museum quality, the lack of storage space and lack of display space, staff recommends the City respectfully declines this donation at this time

3. 2018 HOME INVESTMENT PARTNERSHIP GRANT ACCEPTANCE AND ESTABLISH BUDGET

The Council may consider accepting the 2018 Home Investment Partnerships Program (HOME) Grant in the amount of \$1,000,000; and establishing the budget for program activities.

In addition, the Council may consider approving a budget adjustment to the Housing Program to supplement the budget for administration and program activities for the 2018 HOME Grant in the amount of \$50,000.

RECOMMENDATION

Accept the 2018 Home Investment Partnerships Program Grant Agreement No. 18-HOME-12580 in the amount of \$1,000,000.

Approve a budget adjustment as indicated in the fiscal impact of this staff report, dated November 19, 2019

4. 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION

The Council may consider the submittal of an Application to the State Department of Housing and Community Development for 2019 Home Investment Partnerships (HOME) Program funding in the amount of \$1,000,000.

Additionally, Council may consider committing City/Housing Revolving Loans Funds (RLF), equaling \$50,000, for additional administrative support for HOME program activities.

RECOMMENDATION

Authorize staff to commit City/Housing RLF funds in the amount of \$50,000, to supplement general administration and activity delivery duties.

Adopt Resolution No. 8820 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING, AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM.

5. VETERANS HOUSING PROJECT

The Council may consider the Exclusive Negotiating Agreement (ENA) with Veterans Housing Development Corporation (VHDC) to develop affordable housing for veterans and their families.

Additionally, Council will consider the transfer of Oroville Housing Successor Agency real property, consisting of five (5) single-family homes and three (3) vacant parcels to the VHDC in order to develop affordable housing for Veteran's and their families.

RECOMMENDATION

Adopt Resolution No. 8822 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF OROVILLE AND VETERANS HOUSING DEVELOPMENT CORPORATION.

Adopt Resolution No. 8821 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR TO TRANSFER \$1,005,000 IN SUCCESSOR AGENCY HOUSING PROPERTIES; APN 012- 221-012, APN 012-135-040, APN 012-064-001, APN 031-340-047, APN 068-300-095, APN 012-100-015, APN 033-462-032, APN 033-452-016 TO THE VETERANS HOUSING DEVELOPMENT CORPORATION FOR THE PURPOSE OF AFFORDABLE HOUSING TO EXTREMELY-LOW, VERY-LOW, AND LOW INCOME VETERANS AND THEIR FAMILIES.

6. MODIFICATION TO THE OROVILLE SAFETY MORTGAGE ASSISTANCE PROGRAM GUIDELINES

The Council may consider authorizing modifications to the Oroville Safety Mortgage Assistance (OSMAP) program guidelines.

RECOMMENDATION

Authorize requested modification to the OSOMAP Guidelines.

REGULAR BUSINESS

7. REPLACEMENT OF OFD ENGINE 2 MOTOR

The Council may consider replacing the motor of Oroville Fire Department Engine 2.

RECOMMENDATION

Approve the replacement of a remanufactured motor in Engine 2 in the amount of \$47,996.90.

8. AUTHORIZATION TO AWARD CONTRACT FOR TREE PRUNING SERVICES

The Council may award a contract for Tree Pruning services for City Trees and Trees in the public right of way to the Tree of Life in an amount not to exceed \$80,000.00

RECOMMENDATION

Authorize Staff to award the bid and sign a contract for Tree Pruning services for City Trees and Trees in the public right of way to the Tree of Life in an amount not to exceed \$80,000.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
 - i. Letter - FERC Project No. 2100 - Request for Issuance of New License (Letter provided under separate cover)
4. Correspondence
 - i. [Letter](#) from FERC - Oroville Emergency Recovery

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on December 3, 2019 at 5:30 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 05, 2019
MINUTES**

This meeting was recorded and may be viewed online at cityoforoville.org or on YouTube. The agenda was posted on October 31, 2019.

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 5:03pm.

PRESENT: Council Members: David Pittman, Eric Smith, Linda Draper, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

ABSENT: None

STAFF: City Administrator Bill LaGrone, Assistant City Administrator Ruth Wright, Assistant City Clerk Jackie Glover, Community Development Director Leo DePaola, City Attorney Dereck Cole, Director of Public Safety Joe Deal, Treasurer Karolyn Fairbanks.

CLOSED SESSION

The Council convened to Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator, Personnel Officer, and City Attorney to consider the employment related to the following position: Assistant City Administrator.
2. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – one case.

OPEN SESSION

The Council Reconvened at 6:05pm.

1. Announcement from Closed Session – The City Attorney Made three announcements:
 - a. Direction given; no action taken regarding the Assistant City Administrator – Developmental Services
 - b. The Council Declared the Assistant City Administrator – Public Safety position vacant.
 - i. Motion by Mayor Reynolds, Second by Vice Mayor Thomson
 - ii. AYES: Council Member Pittman, Smith, Mayor Reynolds, Vice Mayor Thomson
 - iii. NOES: Council Members Hatley, Draper, Goodson
 - c. Regarding the potential litigation – one potential case – Direction was given; no action taken.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Council Member Goodson and second by Council Member Smith to Adopt the Agenda. Motion passed.

AYES: Council Members Hatley, Smith, Pittman, Goodson, Draper, Mayor Reynolds, Vice Mayor Thomson

NOES: None
ABSTAIN: None
ABSENT: None

Item 1.

PRESENTATIONS AND PROCLAMATIONS

1. Mayor Reynolds presented a proclamation Recognizing November 2019 at Homeless and Runaway Youth Month
2. Mayor Reynolds presented a Camp Fire Remembrance and Observation Day Proclamation
3. The council received a Rainforest Art Project - Table Mountain Walkway Presentation

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Cheri Bunker
- Opening Prayer
- The Cameraman

The Following individuals spoke on agenda items: The Cameraman – Item 7

CONSENT CALENDAR

Motion by Council Member Goodson and second by Council Member Smith to approve the consent calendar excluding item 4, which was pulled from the agenda. Motion passed.

AYES: Council Members Hatley, Smith, Pittman, Goodson, Draper, Mayor Reynolds, Vice Mayor Thomson
NOES: None
ABSTAIN: None
ABSENT: None

1. APPROVAL OF THE MINUTES

The City Council approved the Minutes of the October 22, 2019 City Council Meeting and the October 30, 2019 Special Meeting.

2. MUNICIPAL AUDITORIUM FEE WAIVER REQUEST BY OROVILLE RESCUE MISSION

The Council waived the municipal auditorium permit and rentals fees and denied the waiver of the refundable deposit for the facility.

3. REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT OF SEWER CAPACITY EXPANSION PROJECTS

The Council authorized the Contract City Engineer to issue a Request For Proposal (RFP) to engineering firms interested in providing construction management services for two upcoming sewer construction project and allocated the sewer fund budget to support the project.

4. 2020 SEWER LINING PROJECT DESIGN TASK ORDER

This item was pulled from the Agenda.

5. FIRST READING OF ORDINANCE 1840 ADOPTING THE 2019 CALIFORNIA BUILDING STANDARDS CODE TITLE 24, PARTS 1-6 AND 8-12

The Council introduced Ordinance 1840 to adopt the California Building Standards Code Title 24, Parts 1-6 and 8-12. The California Building Standards Code is published in its entirety every three years by order of the California Legislature, with supplements published in intervening years.

Motion by Council Member Smith and second by Council Member Draper to Introduce by title only and adopt the first reading of Ordinance 1840 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, KNOWN AS THE CALIFORNIA BUILDING STANDARDS CODE PARTS 1-6 AND 8-12 AND THE UNIFORM HOUSING CODE 1997 EDITION, AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS 1997 EDITION AND THE 2019 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND AMENDING CERTAIN PORTIONS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24. Motion passed.

- AYES: Council Members Hatley, Smith, Pittman, Goodson, Draper, Mayor Reynolds, Vice Mayor Thomson
- NOES: None
- ABSTAIN: None
- ABSENT: None

REGULAR BUSINESS

6. CITIZEN APPOINTMENTS TO THE OROVILLE PARKS COMMISSION, HOUSING LOAN ADVISORY COMMITTEE AND SOUTHSIDE COMMUNITY CENTER ADVISORY COMMITTEE

Motion by Mayor Reynolds and second by Vice Mayor Thomson to appoint Kay Castro to the Oroville Parks Commission with her term ending on June 30, 2024; and appoint Jason McClure to the Housing Loan Advisory Committee with his term ending on June 30, 2021; and appoint Tammy Hill to serve on the Southside Community Center Advisory Committee with term expiring on June 30, 2023. Motion Passed.

- AYES: Council Members Hatley, Smith, Pittman, Goodson, Draper, Mayor Reynolds, Vice Mayor Thomson
- NOES: None
- ABSTAIN: None
- ABSENT: None

7. AUTHORIZATION TO AWARD CONTRACT FOR JANITORIAL SERVICE AT CITY HALL

The Council awarded a contract for Janitorial services for City Hall to The Janitorial Company in an amount not to exceed \$1250.00 per month or \$15,000.00 annually.

Motion by Council Member Goodson and second by Council Member Smith to authorize staff to award the bid and sign a contract for janitorial services at City Hall, with The Janitorial Company. Motion passed.

- AYES: Council Members Hatley, Smith, Pittman, Goodson, Draper, Mayor Reynolds, Vice Mayor Thomson
- NOES: None

ABSTAIN: None
ABSENT: None

Item 1.

8. APPOINTMENT OF COUNCIL MEMBER DRAPER, VICE MAYOR THOMSON AND MAYOR REYNOLDS TO A COMMITTEE FOR POTENTIAL CHARTER AMENDMENTS

The Mayor appointed Council Member Draper, Vice Mayor Thomson and Mayor Reynolds to serve on a committee to review and make recommendations for potential Charter reforms to be placed on a future ballot.

Motion by Council Member Pittman and second by Council Member Draper to appoint Council Member Draper, Vice Mayor Thomson and Mayor Reynolds to a Charter review and reform committee. Motion passed.

AYES: Council Members Hatley, Smith, Pittman, Goodson, Draper, Mayor Reynolds, Vice Mayor Thomson
NOES: None
ABSTAIN: None
ABSENT: None

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Goodson – Ground Water Sustainability Committee meets monthly – she was appointed Vice Chair to the committee
 - b. Pittman – Sc-or meeting last week - progress being made on the inflow pump station; SBF meeting last week – all positive projects moving ahead in our community. State Water Contractor impressed with the work put in by SBF and applicants.
 - c. Smith – Attended ORAC; Trash at Old Ferry Rd is being handled; Reminder to public – many entities, not always the cities responsibility.
 - d. Thomson – Attended SBF meeting – great things being done by SBF, keep focusing on ways to better community for our youth; Attended ORAC – 3 hrs, lots of data and information; would like to see a letter from the city to FERC to approve license.
 - e. Reynolds – Attended meeting regarding homeless that was not held by the city along with the City Administrator, Public Safety Director and Project Manager – mentioned that most of what was discussed is in the works for Oroville already.
2. Future Agenda Items
 - a. Pittman – Speed and Accidents on 5th Ave; Speed on Canyon Highlands between Ashley and Oro Quincy. City Administrator Bill LaGrone mentioned that the city is going to paint no parking curbs at the intersections on 5th Ave. Public Safety Director Joe Deal mentioned that the traffic monitor is being placed daily over on Canyon Highlands.
 - b. Draper – Mentioned Traffic concerns on Hammon Ave and by Jerry's Market.
3. Administration Reports
 - a. Assistant City Administrator – Administrative Services Ruth Wright – attended a Cal-Pers Conference Monday-Wednesday, Cal-Pers looking to be fully funded in 25-30 years; Auditors coming on November 12th; current unfunded liability is at \$25 Million
 - b. City Administrator Bill LaGrone – Working on a Grant Application for \$500,000 for generators and a transfer switch; working on two affordable housing grants, Oroville is currently a focus for housing.
 - c. Community Development Director Leo DePaola – Vista Del Oro is ready to go; Wilber Rd has prospective developers; the city has very positive permit traffic
 - d. Public Safety Director Joe Deal – Received a grant from North Valley Community Foundation for \$20,000 for the police K-9 unit.

4. Correspondence

Item 1.

- i. FERC - Oroville Emergency Recovery Letters
- ii. Oroville Docent Association November Newsletter

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 7:27pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover

**OROVILLE CITY COUNCIL
STAFF REPORT**

Item 2.

TO: MAYOR CHUCK REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

**RE: DECLINE THE DONATION OF FLOWER TAPESTRY FOR THE
PIONEER OR LOTT HOME MUSEUMS**

DATE: NOVEMBER 19, 2019

SUMMARY

The Council will consider the recommendation of the Parks Commission to accept a donation of a Flower Tapestry for the Lott Home or Pioneer Museum

DISCUSSION

On October 8, 2019 the parks Commission reviewed a donation of a Flower Tapestry for the Lott Home or Pioneer Museum and the commission voted unanimously to recommend the item be accepted by the City of Oroville.

This item is donated by Rose Jantzen. The item was given to her from Betty Lewis who lived on Lake Wyandotte road. No other information is known about this tapestry. Research done by the Oroville Docent Association shows that this item has a value of \$200-\$250.

FISCAL IMPACT

None

RECOMMENDATION

Due to lack of adequate history of the item, any authentication that would make this item of museum quality, the lack of storage space and lack of display space, staff recommends the City respectfully declines this donation at this time.

ATTACHMENTS

Museum Receipt
Photos



City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Accession Number: _____
(Permanently assigned upon approval of donation)

Donor: Rose Jantzen Phone: _____

Address: 14116 Kutztown Rd. Fleetwood, PA 19522

I do hereby give and convey to the City of Oroville, without limiting conditions, the following item(s):

Description of Item(s): (continue on back)

Acceptance of gift(s) is subject to the following conditions:

1. The object(s) accepted shall become the permanent property of the City of Oroville. As such object(s) may be subject to conservation treatments, study and/or disposal.
2. This gift shall be subject to no restrictions or conditions.
3. Due to limited space and changing exhibitions, the exhibition of any object is entirely at the discretion of museum staff.
4. Object(s) may be photographed or otherwise reproduced, exhibited or studied.
5. Evaluation by a commercial appraiser for income tax purposes is the responsibility of the donor. Values assigned by museum staff are not valid for this purpose.

I do hereby declare that I am the lawful owner of the above listed object(s) and/or have legal authority to make this gift, and that I have read and am familiar with the provisions of this Deed.

Signature of Donor Rose Jantzen

Date 9-2-19

Accepted by _____

Date _____

Donation Object History Form (2 pages)

Please gather as much of the following information as possible. This needs to be done when the object is first received. This information is valuable in determining the significance and the proper interpretation of the object. It will also assist in justifying why the gift should be accepted or denied. Please take the time to be as thorough as possible. Attach extra sheets of paper is necessary.

Without this information, the object is just an interesting object. With this information, the object provides a link to our past, making it come alive.

Donor Name: Rose Janzen via Betty Lewis Phone: _____

Address: 14116 Kutztown Rd. City: Fleetwood State: PA Zip: 19522

Object Name: Beautiful tapestry

This box to be filled out by Museum Staff
Accession Number: _____ Catalog Number: _____

1. How did the object come into their possession? Was it:

A. In the family?

I. What was the family name? Betty Lewis

II. What was the family relationship to the donor? next door neighbours

III. Where did the family live? Betty moved into 11 Lake Wyandotte Dr. about 1981 with her husband and he died later.

IV. What did the family do? (Business, occupation, etc.)
I don't know what they did.

B. Purchased?

I. From whom?

II. Where? _____ When? _____

III. How much was paid? _____

IV. Why was it purchased? (Gift, everyday use, collectors item, etc.)

C. Given to donor?

I. When? When she moved Where? At her place at 11 Lake Wyandotte Dr.

II. By whom? Betty Lewis

III. What was the relationship to the donor? very good next door friend

IV. Why was it given? She wanted me to have it instead of her nephew, who was a barber,

D. Found?

I. When? _____ Where? _____

II. Any unusual circumstances surrounding the find?

Donation Object History Form, Page 2 of 2

2. Use of the object:

- a. How was the object used? (Describe action: ex. "John held it in his left hand and pumped it with his foot.")
- b. Who used or wore the object?
- c. When was it used? (Every day/ holidays/ in the winter, spring, etc/ during a certain time period/ for a certain situation)
- d. Where was it used? (Exact locations - In kitchen/ in barn/ in California)
- e. What did its use signify?
- f. Why has this object survived or been saved?

3. Manufacture of the object:

- a. Who made it?
- b. When was it made? _____ c. Where was it made? _____
- d. Why was it made?
- e. How does it / did it work?
- f. Who altered or repaired it?
- g. When was it altered or repaired? Where?
- h. Why was it altered or repaired?

4. Are there any photographs of the object?

- a. Showing use of location?
- b. Related photos or people or places?

5. Are there any interesting stories connected with the object? (Please attached separate paper if necessary)

6. Is the object associated with any person, site, event, or industry in: (Attach paper if necessary)

- a. Oroville History
- b. Butte County History
- c. California History
- d. United States History
- e. World History

this page too!

Item 2.



Picture of
item for accession

Research shows value around
\$200 - \$250

Item 2.



LiveAuctioneers

41X24X18

\$225

2/22/14



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

**RE: 2018 HOME INVESTMENT PARTNERSHIP GRANT ACCEPTANCE
AND ESTABLISH BUDGET**

DATE: NOVEMBER 19, 2019

SUMMARY

The Council may consider accepting the 2018 Home Investment Partnerships Program (HOME) Grant in the amount of \$1,000,000; and establishing the budget for program activities.

In addition, the Council may consider approving a budget adjustment to the Housing Program to supplement the budget for administration and program activities for the 2018 HOME Grant in the amount of \$50,000.

DISCUSSION

The City of Oroville applied to the State Department of Housing and Community Development and was subsequently awarded funding from the HOME Program in 2018 for First Time Home Buyer activities.

The City needs a corresponding budget adjustment to establish a budget for HOME Program grant activities. Funding is available through HOME (Federal) Program funds equaling \$1,000,000, and \$50,000 in Housing Program Funds to supplement administrative and program activities. The \$1,000,000 in the HOME Program Grant Application was designed to provide housing assistance through the First-Time Homebuyer Program.

FISCAL IMPACT

Following is the proposed line item budgets for the above referenced grant:

2018 HOME Grant No. 18-HOME-12580

1. General Administration

Fund 222
 Budget Unit 7021
 Project Code 18HMEGA

Resources:

4565 HOME Federal Grant Funds	\$25,000
4750 City/Housing RLF	\$25,000

Expenses:

6270 Office Supplies/Stores	\$ 2,250
6360 Outside Service	\$ 10,000
6510 Travel/Meetings	\$ 250
6480 Training	\$ 250
6000 Advertising	\$ 500
6250 Vehicle Maintenance	\$ 3,000
7605 Audit	\$ 500
6340 Other Expenses	\$ 1,500
5100 Dir. Lbr. Allocation	<u>\$ 31,750</u>
Total Budget	<u>\$ 50,000</u>

2. Administration/Activity Delivery—HOME Mortgage Subsidy

Fund 222
 Budget Unit 7021 (Home—Mortgage Subsidy)
 Project Code 18HMEAD

Resources:

4565 Home Federal Grant Revenue	\$975,000
4750 City/Housing RLF	<u>\$ 25,000</u>
	\$1,000,000

Expenses:

6270 Office Supplies	\$ 5,000
6360 Outside Services	\$ 2,500
7300 Advertising	\$ 500
7960 Loans	\$911,625
9010 Direct Labor Allocation	<u>\$ 80,375</u>
Total Budget	<u>\$1,000,000</u>

227-9000-7051 – Grant Match Transfer Out	\$50,000
222-4750-18HMEGA– Grant Match Transfer In	<\$ 25,000>
222-4750-18HMEAD – Grant Match Transfer In	<\$ 25,000>

RECOMMENDATION

1. Accept the 2018 Home Investment Partnerships Program Grant Agreement No. 18-HOME-12580 in the amount of \$1,000,000.
2. Approve a budget adjustment as indicated in the fiscal impact of this staff report, dated November 19, 2019

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

**TO: MAYOR AND COUNCIL MEMBERS
CHAIRPERSON AND COMMISSIONERS**

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

RE: 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION

DATE: NOVEMBER 19, 2019

SUMMARY

The Council may consider the submittal of an Application to the State Department of Housing and Community Development for 2019 Home Investment Partnerships (HOME) Program funding in the amount of \$1,000,000.

Additionally, Council may consider committing City/Housing Revolving Loans Funds (RLF), equaling \$50,000, for additional administrative support for HOME program activities.

DISCUSSION

The State Department of Housing and Community Development released a Notice of Funding Availability (NOFA) on October 31, 2019, requesting applications for funding from the Home Investment Partnerships Program 2019 HOME NOFA. The final date for application submittal is no later than 5:00 p.m. on January 22, 2020.

The HOME Program offers a broad range of eligible activities as follows:

1. Multifamily (new construction; moderate or substantial rehabilitation; or acquisition);
2. Owner-occupied rehabilitation;
3. First time home buyer (acquisition only; acquisition and rehabilitation; or new construction);
4. Tenant-based rental assistance.

Upon authorization by the Council, staff will submit an application requesting \$1,000,000 in HOME funds to be used to provide first-time home buyer mortgage assistance.

Supplemental funding for general administration and activity delivery is necessary to ensure the successful implementation of the proposed activities. Therefore, staff is proposing that

City/Housing RLF Program funds be used to fund a portion of the administration and activity delivery expenses associated with the proposed HOME grant funds as follows:

- General Administrative expense \$25,000
- Activity Delivery expense \$25,000

The costs generally span a three-year period. The following is the HOME Program budget, illustrating the breakdown between HOME funds and City RLF Program Funds:

Funding Source	Use of Funds	Amount
HOME Program	General Administration	\$25,000
HOME	FTHB Program Loans	\$911,625
HOME	FTHB Activity Delivery	\$63,375
City RLF Funds	Administration (Gen.)	\$25,000
City RLF Funds	Activity Delivery	\$25,000
TOTAL		\$1,050,000

The 25% cash match requirement for HOME Program activities has been waived for the 2019 funding round.

Following are the primary activity components associated with this HOME program application:

First Time Home Buyer Down Payment Assistance

1. Down payment and closing cost assistance
2. To reduce monthly debt service on a first mortgage originated by a private lender
3. Activity delivery costs.

The program will include varying amounts of mortgage subsidy assistance, based on household income, up to a maximum of 45% of the value of the home.

Income Limits

Household income will be restricted to 80% or less of Butte County area median income as established by the Department of Housing and Urban Development.

The 2019 HOME Application will be available for review in the Business Assistance and Housing Development Department.

FISCAL IMPACT

Should this grant be awarded the fiscal impact will be addressed when the budget is established for this activity.

RECOMMENDATION

1. Authorize staff to commit City/Housing RLF funds in the amount of \$50,000, to supplement general administration and activity delivery duties.
2. Adopt Resolution No. 8820 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING, AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM.

ATTACHMENTS

Resolution No. 8820

CITY OF OROVILLE
RESOLUTION NO. 8820

1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER
THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE
EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND
OTHER RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME
INVESTMENT PARTNERSHIP PROGRAM

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A. **WHEREAS**, The California Department of Housing and Community Development
("the Department") is authorized to allocate HOME Investment Partnership Program
("HOME") funds made available from the U.S. Department of Housing and Urban
Development ("HUD"). HOME funds are to be used for the purposes set forth in
Title II of Cranston-Gonzalez National Affordable Housing Act of 1990, in federal
implementing regulation set forth in Title 24 of the Code of Federal Regulations, Part
92, and in Title 25 of the California Code of Regulations commencing with section
8200.1 and

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B. **WHEREAS**, On October 31, 2019, the Department issued a 2019 Notice of Funding
Availability announcing the availability of funds under the HOME program (the
"NOFA").; and

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C. **WHEREAS**, In response to the 2019 NOFA, the City of Oroville, a municipal
corporation, of the State of California, (the "Applicant"), wishes to apply to the
Department for, and receive an allocation of, HOME funds.

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

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1. In response to the October 2019 NOFA, the applicant shall submit an application
to the Department to participate in the HOME Program and for an allocation of
funds not to exceed One Million Dollars (\$1,000,000.00) for the following
activities and/or programs.

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*To provide gap financing to low-income, first-time homebuyers to assist with the
acquisition of single-family homes within the city-limits of Oroville.*

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2. If the application for funding is approve, then the Applicant hereby agrees to the
use of HOME funds for eligible activities in the manner presented in it's
application as approved by the Department in accordance with the statutes and
regulations cited above. The Applicant may also execute a standard agreement,

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any amendments thereto, and any and all other documents of instruments
1 necessary or required by the Department of HUD for participation in the HOME
2 program (collectively, the required documents).

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3. The Applicant authorizes the City Administrator and/or the Mayor to execute, in the name of the Applicant, the application, the standard agreement, and any amendments thereto; the Applicant authorizes the City Administrator and/or Management Analyst III to execute environmental certifications and all other documents required by the Department of HUD for participation in the HOME Investment Partnerships Program; the Applicant further authorizes the Finance Director and/or designee to execute in the name of the Applicant, drawdown requests, quarterly performance reports, annual performance reports, and amendments thereto.

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Section 4. 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 19, 2019, by the following vote:

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AYES:
NOES:
ABSTAIN:
ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Hube, City Attorney

Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III,
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

RE: VETERANS HOUSING PROJECT

DATE: NOVEMBER 19, 2019

SUMMARY

The Council may consider the Exclusive Negotiating Agreement (ENA) with Veterans Housing Development Corporation (VHDC) to develop affordable housing for veterans and their families.

Additionally, Council will consider the transfer of Oroville Housing Successor Agency real property, consisting of five (5) single-family homes and three (3) vacant parcels to the VHDC in order to develop affordable housing for Veteran’s and their families.

DISCUSSION

On September 17, 2019, the Oroville City Council heard a presentation from VHDC regarding the Veteran’s Housing project planned for Oroville.

City staff has been in discussion with Veterans Housing Development Corporation for several months regarding a possible multi-phased and type of affordable housing projects in Oroville, specifically for Veterans and their families.

The first phase encompasses the transfer of Successor Agency Housing Assets to VHDC for a pilot program that will rehabilitate the homes; to sell; to low-income, qualified veterans. The City of Oroville will donate the housing asset, the homes will be completely rehabilitated using American Red Cross and/or Home Depot donations and then sold to qualified veterans, obtaining a CalVet mortgage. The combination of the asset donation, the donations to rehabilitate the homes and the CalVet mortgage will ensure that the cost of the house is low enough to provide for a monthly mortgage for the veteran between \$500-\$800 per month. One benefit of using CalVet financing is that if the Veteran has a loss of income for a period of time, the CalVet loan can be adjusted.

The second phase involves new construction. There are two (2) residential lots and one commercial lot that would be transferred from the City and the Successor Agency. The two residential lots would be single-family homes built to sell to income eligible veterans using the same funding sources above to construct the homes and to sell. The commercial lot would be rezoned to allow for duplex/condo type homes that would be sold to income eligible veterans. This project may also consist of 1-2 units set aside to rent to an income eligible veteran.

The City of Oroville is the Successor Agency to the former Oroville Redevelopment Agency. Health and Safety Code Section 34176.1 (enacted by Senate Bill 341 and related legislation) requires the Housing Successor compliance with expenditures remaining proportional with development of low-and moderate- income housing. If the City of Oroville expends money, (in this case, donates real property), on projects, State law requires at least 30% to be spent on extremely low-income rental housing. In FYI 2018, 100% of the Housing Successor Agency non-administrative Housing Asset Funds were on 60% 80% AMI projects, making us non-compliant with the proportionality requirement, which states that no more than 20% may be spend on this income level.

Senate Bill 341 also reinstated a requirement to prevent housing successors from accumulating an excess surplus of cash greater than \$1 million or the aggregate amount deposited into the Housing Asset Fund in the preceding four years. State law requires the Housing Successor to spend or encumber its excess surplus within three fiscal years., or by June 2021. If the excess surplus is not spent or formally committed to a project, the Housing Successor will be required to remit the funds to HCD to spend on Statewide housing programs.

Additionally, based on the number of housing units issued a certificate of occupancy from 2015-2018, Oroville has a remaining need of 1,677 RHNA units.

Income Level	RHNA Allocation	Remaining Need
Very Low	419	409
Low	284	217
Moderate	306	306
Above Moderate	784	745
Total	1793	1677

The development of these very-low and low-income units will help the city address the remaining RHNA units needed.

The properties identified for the transfer are the following:

Property	APN	Appraised Value
3711 Ashley Ave.	033-452-016	\$200,000
3555 Argonaut Ave.	033-462-032	\$235,000
2420 Baldwin Ave.	012-100-015	\$70,000
3265 Glen Ave.	068-300-095	\$200,000

119 Morningstar Ave.	031-340-047	\$125,000
1550 & 1560 Veatch St.	012-221-012	\$8,500
1130 Pomona Ave.	012-135-040	\$14,000
711 Montgomery St.	012-064-001	\$153,000
Total		\$1,005,500

FISCAL IMPACT

Housing assets equaling the approximate amount of \$1,005,500 to be transferred from 7011-1418910 to the Veterans Housing Development Corporation

RECOMMENDATION

1. Adopt Resolution No. 8822 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF OROVILLE AND VETERANS HOUSING DEVELOPMENT CORPORATION.
2. Adopt Resolution No. 8821 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR TO TRANSFER \$1,005,000 IN SUCCESSOR AGENCY HOUSING PROPERTIES; APN 012-221-012, APN 012-135-040, APN 012-064-001, APN 031-340-047, APN 068-300-095, APN 012-100-015, APN 033-462-032, APN 033-452-016 TO THE VETERANS HOUSING DEVELOPMENT CORPORATION FOR THE PURPOSE OF AFFORDABLE HOUSING TO EXTREMELY-LOW, VERY-LOW, AND LOW INCOME VETERANS AND THEIR FAMILIES.

ATTACHMENTS

Resolution No. 8821
Resolution No. 8822
ENA

CITY OF OROVILLE
RESOLUTION NO. 8822

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EXCLUSIVE
NEGOTIATING AGREEMENT BETWEEN THE CITY OF OROVILLE AND VETERANS
HOUSING DEVELOPMENT CORPORATION

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

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1. The Mayor is hereby authorized and directed to execute an Exclusive
Negotiating Agreement between the City of Oroville and Veterans
Housing Development Corporation. A copy is attached hereto as
Exhibit "A"

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2. The City Clerk shall attest to the adoption of this Resolution.

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PASSED AND ADOPTED by the City Council of the City of Oroville at a regular
meeting on November 19, 2019, by the following vote:

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AYES: 13

NOES: 14

ABSTAIN: 15

ABSENT: 16

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Chuck Reynolds, Mayor

APPROVED AS TO FORM:

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ATTEST:

Scott E. Huber, City Attorney

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Jackie Glover, Assistant City Clerk

CITY OF OROVILLE
RESOLUTION NO. 8821

1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
AUTHORIZING AND DIRECTING THE MAYOR TO TRANSFER \$1,005,000 IN
SUCCESSOR AGENCY HOUSING PROPERTIES; APN 012- 221-012, APN 012-135-
040, APN 012-064-001, APN 031-340-047, APN 068-300-095, APN 012-100-015, APN
033-462-032, APN 033-452-016 TO THE VETERANS HOUSING DEVELOPMENT
CORPORATION FOR THE PURPOSE OF AFFORDABLE HOUSING TO EXTREMELY-
LOW, VERY-LOW, AND LOW INCOME VETERANS AND THEIR FAMILIES.

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

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1. The Mayor is hereby authorized and directed to transfer properties
APN 012- 221-012, APN 012-135-040, APN 012-064-001, APN 031-
340-047, APN 068-300-095, APN 012-100-015, APN 033-462-032,
APN 033-452-016 to the Veterans Housing Development Corporation
for the purpose of affordable housing to extremely-low, very-low, low
income veterans and their families.
2. The City Clerk shall attest to the adoption of this Resolution.

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PASSED AND ADOPTED by the City Council of the City of Oroville at a regular
meeting on November 19, 2019, by the following vote:

AYES: 15

NOES: 16

ABSTAIN: 17

ABSENT: 18

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Chuck Reynolds, Mayor

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APPROVED AS TO FORM:

ATTEST:

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Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

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EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(APN Nos. SEE ATTCHED EXHIBITS)

This Exclusive Negotiating Rights Agreement (the "ENA") is entered into as of ~~June~~November 19, April, 2019, by and between the City of Oroville, a municipal corporation (the "City"), and Veterans Housing Development Corporation, a California not for profit corporation (the "Developer") with reference to the following facts:

Recitals

A. The City is the owner of certain real properties located ~~at~~ within the City, further described ~~in Exhibits A through I~~at Exhibit A attached hereto and identified ~~with~~as Assessor's Parcel Nos. (the "Sites").

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B. The purpose of this ENA is to establish procedures and standards for negotiation by the City with the Developer of a potential Disposition and Development Agreement ("Agreement") for: (i) the disposition of the Sites from the City to Developer, and (ii) the redevelopment of the Sites by Developer into ~~supportive~~ housing for veterans and other complementary uses (the "Projects"). As more fully set forth in Section 4.1, this ENA in itself does not obligate the City to sell the ~~Site~~Sites, or any portion thereof to Developer, nor does it grant Developer the right to develop the Project on the ~~Site~~Sites.

Commented [A1]: Not on rental unit either? It would be at 30% AMI so it seems like this would be warranted
Commented [A2]: What does this mean?

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1
EXCLUSIVE NEGOTIATING RIGHT

Section 1.1 Good Faith Negotiations. The City and Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, the terms of an Agreement for the development of the Project on the ~~Site~~Sites. During the Negotiating Period, the parties shall use good faith efforts to accomplish the respective tasks outlined in Article 3 to facilitate the negotiation of a mutually satisfactory Agreement.

Among the issues to be addressed in the negotiations are land disposition and land price for the ~~Site~~Sites, physical and land title conditions of the ~~Site~~Sites, identification and/or remediation of any adverse conditions on the ~~Site~~Sites, the development schedule for the Project, financing of the Project, development, marketing and management of the Project, parking, design and aesthetic considerations of the Project, and the provision of public improvements related to the Project.

Section 1.2 Negotiating Period. The negotiating period (the "**Negotiating Period**") under this ENA shall commence as of the Effective Date and shall terminate twelve (12) ~~change to 18 months? SEH COMMENT: Up to you as to whether you want to extend it out. If you think that it can't be done in 12 months, then go ahead.~~ months following the Effective Date, specifically on ~~June April~~, 2020 November 19, 2019. If, during the initial Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City, warrants initiation of the environmental review process required by the California Environmental Quality Act ("**CEQA**"), then the City Administrator may, at their discretion, extend the Negotiating Period by written notice to the Developer for the period of any environmental review process required by CEQA if anticipated to extend beyond the Negotiation Period established under this ENA (but in no event shall such extension exceed ~~a~~ twenty-four~~eighteen~~ (24)~~18~~ month period). ~~change to 24 months? SEH COMMENT: Same as above.~~ The Developer understands that such an extension in no way obligates the City to approve an Agreement at the end of the environmental review process.

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In addition, the Negotiating Period may be extended by the City Administrator for up to six (6) months by written notice to the Developer from the City Administrator, if, in the City's judgment, sufficient progress toward a mutually acceptable Agreement has been made during the initial Negotiating Period to merit such extension. The Developer understands that such an extension in no way obligates the City to approve an Agreement at the end of the extension period.

If an Agreement has not been executed by the City and Developer (or an entity related to Developer and approved by the City) by the expiration of the Negotiating Period (as the Negotiating Period may be extended by operation of the preceding paragraphs), then this ENA shall terminate and neither party shall have any further rights or obligations under this ENA. If the City and the Developer (or an entity related to Developer and approved by the City) execute an Agreement, then, upon such execution, this ENA shall terminate, and all rights and obligations of the parties shall be as set forth in the executed Agreement.

Section 1.3 Exclusive Negotiations. During the Negotiating Period (as such Negotiating Period may be extended by operation of Section 1.2), the City shall not negotiate with any entity or person other than the Developer regarding the disposition or development of the Site Sites or any portion ~~thereof, or thereof or~~ solicit or entertain bids or proposals to do so. This provision shall not preclude the City from providing copies of documents or information related to the Site Sites in response to a request under the California Public Records Act or other applicable statutory provisions.

ARTICLE 2
THE PARTIES

Section 2.1 Developer Team.

(a) Developer's Representatives. The Developer's representative to negotiate the Agreement with the City and for day-to-day contact with the City is Brad Long, the Program Developer and Project Developer of Veterans Housing Development Corporation, who has

ultimate Developer authority to make decisions related to this ENA on behalf of Developer. The Developer's negotiating representative may be changed by written notice to the City after consultation with the City's negotiating representatives identified in Section 2.2.

Section 2.2 Identification of City Representatives. The City's representatives to negotiate the Agreement with the Developer ~~are is Bill LaGrone~~ as City Administrator, who has ultimate City staff authority to make decisions related to this ENA that can be made at the staff level, and to make staff recommendations to the City Council in connection with decisions related to this ENA to be made at the City Council level. The City's negotiating representatives may be changed by written notice to the Developer.

Section 2.3 Development Entity. The Developer shall make full disclosure to the City of all information pertinent to the ownership, control and financial capacity of any development entity that is proposed to serve as a developer of the SiteSites pursuant to the Agreement.

ARTICLE 3
NEGOTIATION/PRE-CONSTRUCTION TASKS

Section 3.1 Overview. During the Negotiating Period, the parties shall use reasonable good faith efforts to accomplish the pre-construction tasks set forth in this Article 3 and to accomplish the negotiation of a mutually acceptable Agreement. To facilitate negotiation of the Agreement, the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 3 in a timeframe that will support achievement of these goals.

Section 3.2 Reports. The Developer shall provide the City with copies of all reports, studies, analyses, and similar documents, required to be prepared or commissioned by the Developer with respect to this ENA, the SiteSites and/or the Project, promptly upon their completion (excluding confidential or proprietary information). The City shall provide to Developer, without any warranty whatsoever as to their completeness or accuracy, copies of all reports, studies, analyses, and similar documents prepared or commissioned by the City with respect to this ENA, the SiteSites and/or the Project, promptly upon their completion. The Developer acknowledges that the City will need sufficient, detailed information about the proposed Project (including, without limitation the financial information described in Section 3.8) to make informed decisions about the content and approval of the Agreement. Nothing in this Section 3.2 obligates the City to undertake any studies or analyses except as otherwise set forth in Section 3.5.

Section 3.3 Planning Approvals. The Developer acknowledges that the Project may require approvals and entitlements from the City (the "**Planning Approvals**"). During the Negotiating Period, the Developer shall submit preliminary site plans and concept designs for the Project to the City and the appropriate City departments for their informal review. The Developer understands that a formal application for the Planning Approvals would not occur until after the execution of an Agreement, and that such application for and issuance of the Planning Approvals may be a pre-disposition condition under any Agreement.

Section 3.4 Environmental Review. The Developer understands that any environmental review process required by CEQA for the Project may occur after execution of an Agreement; provided however, -the City will retain complete discretion under such process and will retain the right to disapprove the Project. Furthermore, -successful completion of the CEQA process will be a pre-condition to disposition of the Property. The cost of preparation of all environmental documentation required by CEQA for the Project shall be a Project expense borne by Developer or the affiliated entity identified as developer under the Agreement.

Section 3.5 Environmental Site Assessment. During the Negotiation Period, Developer will determine whether to conduct phase 1 and phase 2 environmental site assessments in order to evaluate the condition of the SiteSites and determine whether any remediation plan will be necessary to allow development of the SiteSites, or whether such environmental assessments will be conducted after execution of an Agreement.

Section 3.6 Infrastructure; Utilities. The Developer shall consult with the City and utility companies serving the area of the SiteSites to determine the necessary public infrastructure and utility facilities required in connection with development of the Project. The City shall assist and cooperate with the Developer in such consultations.

Section 3.7 Purchase Price for the SiteSites. The City and the Developer shall seek to agree upon the purchase price for the SiteSites and the nature, timing and cost of other City assistance to the Project, if any.

Section 3.8 Financial Proforma Analysis. Within six (6) months after the date of this ENA, the Developer shall provide the City with a preliminary financial proforma for the Project containing, among other matters typically contained in such proformas, a preliminary development cost, budget, and a preliminary operating income and expense estimate (excluding confidential or proprietary information) together with a preliminary identification of sources of construction and permanent financing for the Project. In addition and after consultation with the City regarding the preliminary proforma, the Developer shall provide the City with a final detailed financial proforma for the Project containing, among other matters typically contained in such proformas, a detailed development cost, budget, and a detailed operating income and expense estimate (excluding confidential or proprietary information) within eight (8) months ~~[enough time? SEH COMMENT: Should be enough time.]~~ after the date of this ENA. The final financial proforma will be used to evidence the financial feasibility of the Project and the nature, timing and cost of any other City assistance to the Project, if any.

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Section 3.9 Progress Reports. Upon reasonable notice, as from time to time requested by the City but no less than monthly notwithstanding, the Developer shall make oral or written progress reports advising the City on studies being made and matters being evaluated by the Developer with respect to this ENA and the Project.

Section 3.10 Relocation. Some of the Sites are occupied by tenants pursuant to agreements with the City. The City will ensure that all occupants of the SiteSites receive all notices, benefits and assistance to which they are entitled in accordance with California Relocation Assistance Law (Government Code Section 7260 *et seq.*), all state and local

regulations implementing such law, and all other applicable local, state and federal laws, regulations and policies, including but not limited to the Uniform Relocation Act (42 U.S.C. § 4601 *et seq.*) and implementing regulations (collectively “Relocation Laws”) relating to the displacement and relocation of eligible persons as defined in such Relocation Laws. All costs incurred in connection with the temporary and/or permanent displacement and/or relocation of occupants of the Property, including without limitation payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to Relocation Laws shall be paid by City, and Developer shall not have any responsibility for payment therefor.

Section 3.11 Tenant Reentry / First Right of Refusal. To the extent eligible upon completion of the Project by the Developer, existing tenants as identified by the City would be afforded the opportunity to reenter the project if they otherwise meet the qualifications for occupancy as agreed to by the parties. Prior to making the units available to the general public, existing tenants as identified by the City would be provided by the Developer a 30-day written notice to exercise their first right of refusal to reenter the Project. Only if any such existing tenant affirmatively exercise their interest in reentry and the Developer can certify that such household otherwise meets the conditions set forth by the parties for occupancy including but not limited to meeting the criteria of a veterans household, said interested and eligible tenants would have the first right of refusal to accept occupancy. Nothing in this ENA assures any existing tenant or other party of occupancy into the Project. The precise means for selection of tenants will be established by the parties in the Disposition and Development Agreement or similar document.

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ARTICLE 4
GENERAL PROVISIONS

Section 4.1 Limitation on Effect of Agreement. This ENA (and any extension of the Negotiating Period) shall not obligate the City or the Developer to enter into an Agreement. The Parties acknowledge that the City retains complete discretion to elect not to sell or transfer the SiteSites, or any portion thereof, to Developer, and to elect not to enter into an Agreement with Developer. This ENA (and any extension of the Negotiation Period) shall not obligate the City to sell or otherwise transfer the SiteSites, or any portion thereof, to the Developer or any other entity, nor does this ENA grant the Developer the right to develop the Project, nor obligate the Developer to enter into an Agreement or develop the Project. By execution of this ENA (and any extension of the Negotiating Period), the City is not committing itself to or agreeing to undertake disposition of the SiteSites, or any portion thereof. Execution of this ENA by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City action the final discretion and approval regarding the execution of an Agreement and all proceedings and decisions in connection therewith. Any Agreement resulting from negotiations pursuant to this ENA shall become effective only if and after such Agreement has been considered and approved by the City following conduct of all legally required procedures.

Section 4.2 Notices. Formal notices, demands and communications between the City and Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by

electronic mail, certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, with signature required, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

City: City of Oroville
Attention: Bill LaGrone, City Administrator
1735 Montgomery Street
Oroville, CA 95965
Email: [redacted]@blagrone@orpdeityoforoville.org and
abergstrand@cityoforoville.org

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Phone: (530) 538-~~xxxx~~2535. (530) 538-2584 (Amy)

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With copy to:

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Cota Huber LLP (City Attorney)
Attention: Jolena E. Grider, Partner
3401 Centrelake Dr., Ste. 670
Ontario, CA 91761
Email: jgrider@colehuber.com
Phone: (909) 230-4209

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Developer: Veterans Housing Development Corporation
Attention: Brad Long, Program Developer/Executive Director.
Project Developer
153 Hartnell Avenue, Suite 200
Redding, CA 96002
Email: blong@vetsresource.org
Phone: (~~xxx~~) ~~xxx~~ ~~xxx~~530)355-2818

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Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 4.3 Waiver of Lis Pendens. It is expressly understood and agreed by the parties that no lis pendens shall be filed against the SiteSites, or any portion of the SiteSites, with respect to this ENA or any dispute or act arising from it.

Section 4.4 Costs and Expenses. Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this ENA, and the performance of such party's obligations under this ENA.

Section 4.5 No Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this ENA or any Agreement that may result

from this ENA. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the Developer shall defend (with counsel reasonably selected by the City) and hold the City harmless from any claims by any broker, agent or finder retained by the Developer.

Section 4.6 Default and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this ENA shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the City, the Developer's sole remedy shall be to terminate this ENA. Following such termination, neither party shall have any further right, remedy or obligation under this ENA.

In the event of an uncured default by Developer, the City's sole remedy shall be to terminate this ENA. Following such termination, neither party shall have any right, remedy or obligation under this ENA.

Except as expressly provided in this ENA, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this ENA. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

Section 4.7 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder except with the prior written consent of the City, which consent shall be granted or withheld in the City's sole discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void. This prohibition on transfer and assignment will not apply to an entity owned or controlled by Developer or under common ownership or control of the Developer.

Section 4.8 No Third Party Beneficiaries. This ENA is made and entered into solely for the benefit of the City and the Developer and no other person shall have any right of action under or by reason of this ENA.

~~Section 4.9 Attorneys' Fees. The prevailing party in any action to enforce this ENA shall be entitled to recover attorneys' fees and costs from the other party.~~

~~Section 4.10~~ Section 4.9 Governing Law; Venue. This ENA shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Butte County, - California.

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~~Section 4.11~~Section 4.10 Entire Agreement. This ENA constitutes the entire agreement of the parties regarding the subject matter of this ENA.

~~Section 4.12~~Section 4.11 Counterparts. This ENA may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

~~Section 4.13~~Section 4.12 Authority to Execute. The undersigned represent and warrant they are each duly authorized to execute this ENA on behalf of the respective party and to take the actions necessary to perform hereunder without the need to seek further authorization from the entity each represents.

~~Section 4.14~~Section 4.13 Actions By The City. Whenever this ENA calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Administrator or his or her designee shall constitute the approval, consent, authorization or waiver of the City without further action of the City Council.

WHEREFORE, the parties have executed this Exclusive Negotiating Rights Agreement effective as of the date first above written.

CITY:

CITY OF OROVILLE, CALIFORNIA, a municipal corporation

By: Bill LaGrone, City Administrator

APPROVED AS TO FORM:

By: Scott E. Huber, City Attorney

DEVELOPER:

VETERANS HOUSING DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation

By: _____

Brad Long, Program Developer/[Executive Director](#)~~Project Developer~~ and Authorized Signatory

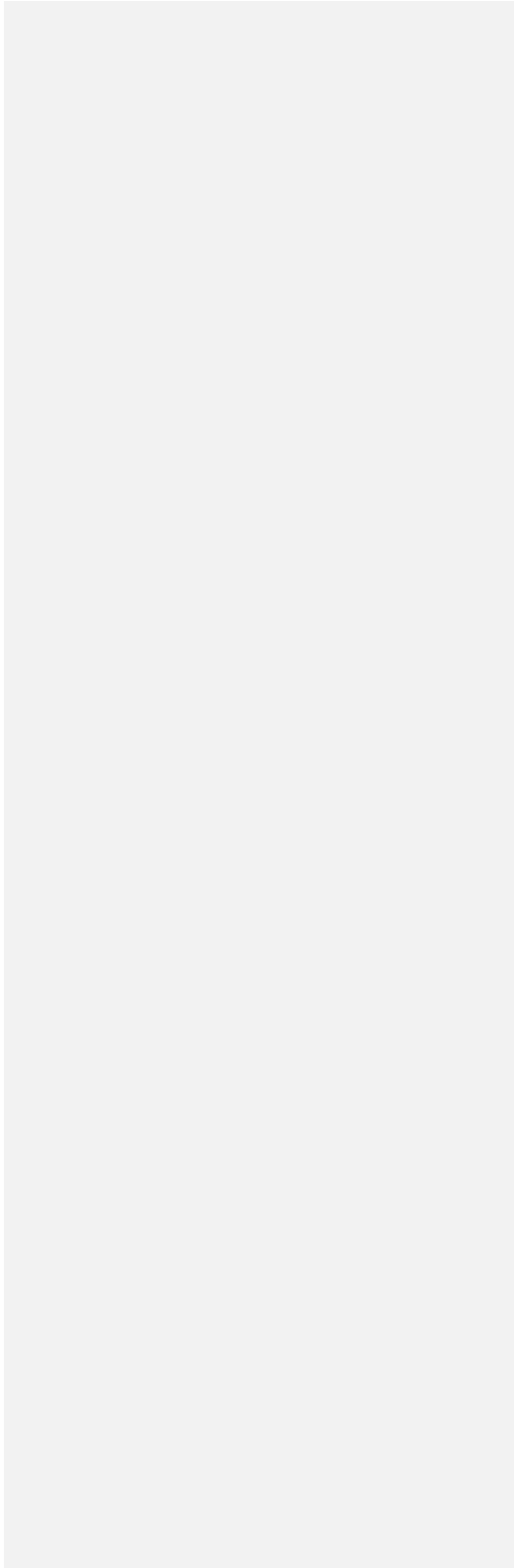


EXHIBIT A

SITE LEGAL DESCRIPTION
(attached)

Real property in the City of Oroville, County of Butte, State of California, described as follows:

LOTS 78, 79, 80, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "FEATHER PORTALS UNIT NO. 1", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER ONE THE COUNTY OF BUTTE, STATE OF CALIFOANIA, ON DECEMBER 5, 1929, IN BOOK "A" OF MAPS, AT PAGE(S) 22 AND 22A;

APN: 033-232-001 AND 033-232-021

ORODAM AND HIGHLANDS, OROVILLE CA;

EXHIBIT AB

SITE LEGAL DESCRIPTION
(attached)

The land referred to herein is situated in the State of California, County of Butte, City of Oroville, and is described as follows:

PARCELS 1 AND 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 11, 1996, IN BOOK 139 OF MAPS, AT PAGE(S) 30.

APN 012-135-035-000 AND 012-135-036-000

1130 POMONA, OROVILLE, CA.

EXHIBIT B

SITE LEGAL DESCRIPTION
(attached)

All that certain real property located in the County of Butte, State of California, and described as follows:

PARCEL 2, AS SHOWN ON HTAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON DECEMBER 15, 1981, IN BOOK 87 OF MAPS, AT PAGE(S) 15.

APN: 068-300-095-000

3265 GLENN, OROVILLE, CA.

EXHIBIT C

SITE LEGAL DESCRIPTION
(attached)

The following described real property in the city of Oroville, County of Butte, State of California:

LOTS 1, 2, 3, 4, 5, AND 6 IN BLOCK 3 AS SHOWN IN THAT CERTAIN MAP ENTITLED "OFFICIAL MAP OF HAMMON'S ADDITION TO THE CITY OF OROVILLE, BUTTE COUNTY, CALIFORNIA" WHICH MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ON JUNE 5, 1907 IN BOOK 6 OF MAPS, PAGE 85.

APN: 012-064-001-000

711 MONTGOMERY ST. OROVILLE, CA.

EXHIBIT DE

SITE LEGAL DESCRIPTION

(attached)

Real property in the City of Oroville, County of Butte, State of California, described as follows:

A PORTION OF OUTSIDE LOT 72, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "OROVILLE, FROM AN ACCURATE SURVEY BY WM. EDMUNDS", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 22, 1872, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF LOT 45, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE VEATCH TRACT", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 7, 1901, IN BOOK 2 OF MAPS, AT PAGE(S) 171, SAID POINT BEGING NORTH 56 DEG. 16'30" EAST, 3.33 FEET DISTANT ALONG SAID NORTHLINE OF LOT 45 FROM THE NORTHWEST CORNER OF SIAD LOT; THENCE FROM SAID POINT OF BEGINIING, NORTH 56 DEG. 16' 30" EAST, 60.67 FEET ALONG SAID NORTH LINE OF LOT 45 TO THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH 23 DEG. 49' 30" WEST, 134.41 FEET ALONG THE WEST LINE OF VEATCH STREET TO A POINT IN THE NORTH LINE OF SAID OUTSIDE LOT 72, SIAD LAST DESCRIBED POINT BEINGALSO THE NORTHWEST CORNER OF LOT 47 OF SAID VEATCH TRACT; THENCE SOUTH 66 DEG. 28' WEST 70.67 FEET ALONG THE NORTH LINE OF SAID OUTSIDE LOT 72, BEING ALSO THE SOUTH LINE OF ROBINSON STREET; THENCE LEAVE SAID ROBINSON STREEET, SOUTH 28 DEG. 07" EAST, 145.60 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF LOT 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "OFFICIAL MAP OF BLOCK NO. 43 OF THE CITY OF OROVILLE, BUTTE COUNTY, CALIFORNIA, BEING A SUBDIVISION OF PART OF OUTSIDE LOT NO 72, OF THE TOWN OF OROVILLE, CALIFORNIA", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, SATE OF CALIFOANIA, ON MAY 12, 1923, IN BOOK 8 OF MAPS, AT PAGE(S) 46.

APN: 012-133-009-000

1550 AND 1560 VEATCH OROVILLE, CA.

EXHIBIT EF

SITE LEGAL DESCRIPTION
(attached)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OROVILLE, COUNTY OF BUTTE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Being a portion of lot 7 of the Clements Addition in Oroville, according to the Official Map thereof, filed in the Office of the Recorder of the county of Butte, March 11, 1899 in Book 2 of Maps, at page 109; and a portion lying between the West boundary of said Clements Addition and the East boundary of the Townsite of Oroville, according to the Official Map thereof, filed in the Office of the Recorder of said County of Butte, on January 22, 1872 and more particularly described as follows:

Commencing at a point on the Westerly line of Baldwin Avenue where the same is intersected by the Northerly line of lot 7 of said Clements Addition; thence South 27° 32' West along the Westerly line of Baldwin Avenue, as distance of 253.49 feet to the actual point of beginning for the Parcel of land herein described; running thence South 27° 32' West along Westerly line of Baldwin Avenue, a distance of 50.68 feet to a point; thence North 2°08' West along said Easterly boundary a distance of 53.31 feet to a point which bears North 71°50' West from the actual point of beginning; thence South 71° 50' East a distance of 133.90 feet to the actual point of beginning.

APN: 012-100-015

2420 BALDWIN AVE. OROVILLE, CA.

EXHIBIT FG

SITE LEGAL DESCRIPTION
(attached)

DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF BUTTE, CITY OF OROVILLE, AND IS DESCRIBED AS FOLLOWS:

LOT 79, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF RANCHO COLDEN VILLAGE UNITY NO. 3", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 23, 1954, IN BOOK 20 OF MAPS, AT PAGE(S) 28 AND 29.

AP# 031-340-047-000

119 MORNINGSTAR, OROVILLE, CA.

EXHIBIT GH

SITE LEGAL DESCRIPTION
(attached)

All that certain real property located in the County of Butte, State of California, and described as follows:

LOT 86, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "GRAND VIEW, A SUBDIVISION NEAR OROVILLE, BUTTE COUNTY, CALIFORNIA", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON APRIL 12, 1909, IN BOOK 6 OF MAPS, AT PAGE(S) 87.

APN 033-462-032???

3555 ARGONAUT, OROVILLE, CA.

EXHIBIT H

SITE LEGAL DESCRIPTION

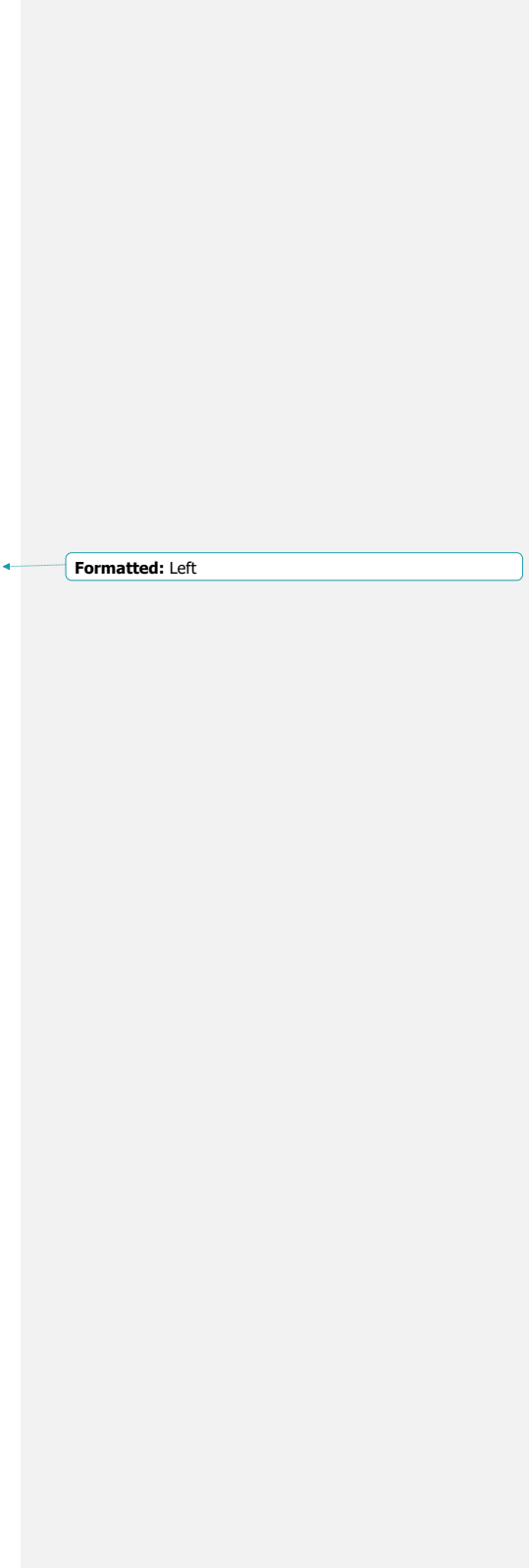
(attached)

All that certain real property located in the County of Butte, State of California, and described as follows:

LOT 128, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF GRAND VIEW, A SUBDIVISION NEAR OROVILLE, BUTTE COUNTY, CALIFOANIA", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON APRIL 12 1909, IN BOOK 6 OF MAPS, AT PAGE(S) 87.

APN 033-452-016???

3711 ASHLEY, OROVILLE, CA.



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CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: MODIFICATION TO THE OROVILLE SAFETY MORTGAGE
ASSISTANCE PROGRAM GUIDELINES**

DATE: NOVEMBER 19, 2019

SUMMARY

The Council may consider authorizing modifications to the Oroville Safety Mortgage Assistance (OSMAP) program guidelines.

DISCUSSION

On May 15, 2007, Council authorized staff to develop an Oroville Police Officer Mortgage Subsidy Program which was later modified to include Fire Safety Officers.

The primary purpose of the Oroville Safety Mortgage Assistance Program is to serve as a recruitment tool that would attract and retain sworn police officers and fire fighters for the City of Oroville while facilitating homeownership opportunities within the City limits.

On November 7, 2007, Council authorized staff to initiate a two-year pilot period at the end of which the incentive program will be re-evaluated for continuation.

The existing terms of the Oroville Police Officers Housing Assistance Program loan are as follows:

1. Amount - \$25,000

Mortgage subsidy (silent second) to assist with overall debt service reduction;

2. Interest Rate - 5% per annum

For the first 10 years and be forgiven at 10% per annum from years 11 through 20;

3. Term – Deferred

Until the borrower is no longer employed by the City of Oroville, or title is transferred, or the borrower no longer occupies the property as his/her principal residence. Additionally, the loan repayment will be deferred for at least five (five) years even if the police officer's employment with the City of Oroville terminates before five years from the date of the Deed of Trust.

In efforts to stay current with the housing market, staff is recommending council approve decreasing the interest rate from 5% to 4%, simple interest.

FISCAL IMPACT

The City would be earning \$250 less, per year for each loan made.

RECOMMENDATION

Authorize requested modification to the OSOMAP Guidelines.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: JOE DEAL, DIRECTOR OF PUBLIC SAFETY;
CHRIS TENNS, DEPUTY CHIEF**

RE: REPLACEMENT OF OFD ENGINE 2 MOTOR

DATE: NOVEMBER 19, 2019

SUMMARY

The Council may consider replacing the motor of Oroville Fire Department Engine 2.

DISCUSSION

The Oroville Fire Department is an all risk full-service Fire protection organization that runs thousands of calls per year and assist the State with emergencies all over California utilizing the same equipment and personnel used to protect our own City. OFD relies heavily on their equipment, which gets used in various environments. Engines get driven down silty dozer roads on strike teams, operate for hours in smoky atmospheres, driven on highways for hours day after day and of course the local emergencies through our own city streets and fields. Regular maintenance is conducted to upkeep the apparatus, however the older they get the more maintenance they need and the more costly the maintenance becomes.

In July Engine 2, one of OFD's two primary apparatus, suffered a blown motor. Diagnosed by Cummins Sacramento, this is believed to be caused by dirt and dust getting into the motor, wiping out the piston rings. This may be a cost of doing business in this profession with aging equipment, however, this incident was likely caused due to the utilization of washed/recycled filters. To mitigate the potential for this problem to repeat itself, staff suggests that only brand new and appropriate filters are utilized on all apparatus.

The options for repair are to either rebuild the current motor or purchase/install a remanufactured Cummins motor. In the event the current motor is rebuilt, it would come with a 90 day – 25,000-mile warranty and would cost \$44,322.16. Purchasing/installing a remanufactured Cummins motor would cost \$47,996.90 and would come with a 2 year – 200,000-mile warranty.

FISCAL IMPACT

Funding for the replacement of this motor will come from Fund 300 Capital Asset Replacement Fund. The current budget for this fund is \$1,172,892.00.

RECOMMENDATION

Approve the replacement of a remanufactured motor in Engine 2 in the amount of \$47,996.90.

ATTACHMENTS

- A. Quote for remanufactured motor
- B. Quote for rebuilding current motor



Sales and Service

BAR ARD Number: ARD00293083 EPA: CAL000389784
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
875 RIVERSIDE PKWY
W. SACRAMENTO, CA 95605-1502
(916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
1735 MONTGOMERY ST
OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
STEVE CHIONI
1275 MITCHELL AVE
OROVILLE, CA 95965-
STEVE CHIOINI - 530 538-2491

PAGE 1 OF 7

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		10-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302346			73977 / 0		E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 4S7CT2D938C070433 LICENSE 1154021

COMPLAINT SYMPTOMS:
-HIGH BLOW-BY.
-CRANKCASE & TURBO FAULTS.

CAUSE DUSTED ENGINE

ENGINE REBUILD

CORRECTION ADMINISTRATIVE TIME - OPEN AND CLOSE REPAIR ORDER (SHOP REPAIRS)
INSITE - USE DURING TROUBLESHOOTING
NON-SRT DETAIL
ENGINE - CHASSIS DYNAMOMETER DIAGNOSTIC CHECK
MEASURE CRANKCASE BLOWBY
ADMINISTRATIVE TIME - OPEN AND CLOSE REPAIR ORDER (SHOP REPAIRS)
INSITE - USE DURING TROUBLESHOOTING
NON-SRT DETAIL
ENGINE - CHASSIS DYNAMOMETER DIAGNOSTIC CHECK
MEASURE CRANKCASE BLOWBY
STEAM CLEAN - COMPLETE ENGINE
MOBILE VEHICLE/EQUIPMENT LIFT SYSTEM- SET UP
DRIVELINE - RECONNECT (AUTOMOTIVE ONLY)
EXHAUST OUTLET CONNECTION-REMOVE AND INSTALL
AFTERTREATMENT SYSTEM - REMOVE AND INSTALL
TRANSMISSION, AUTOMATIC OR TORQUE CONVERTER - REMOVE AND INSTALL (PETERBILT 320 REFUSE TRUCK)
AIR CLEANER ASSEMBLY (INCLUDING BRACKET) - REMOVE AND INSTALL, EACH
SKID PLATE, UNDER OIL PAN - REMOVE AND INSTALL
COOLANT VENT HOSES - REMOVE AND INSTALL, (WITH EGR)
LUBRICATING OIL PAN - REMOVE AND INSTALL
AIR CONDITIONER SYSTEM - EVACUATE AND RECHARGE
GRILLE - REMOVE AND INSTALL
POWER STEERING RESERVOIR - MOVE FOR ACCESS
POWER STEERING PUMP - MOVE FOR ACCESS
HYDRAULIC OIL COOLER OR TRANSMISSION OIL COOLER - REMOVE AND

Completion date : 11-Jul-2019 12:53PM. Estimate expires : 09-Aug-2019 02:54PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

- 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, if applicable.
- 2. CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. Cummins shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
- 3. INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
- 4. TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
- 5. DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
- 6. DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
- 7. LIMITED WARRANTIES.**
- a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
- b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
- c. HHP Exchange Engine: HHP Exchange Engines manufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
- d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
- e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 9. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 10. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
- 11. ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
- 12. CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
- 13. REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
- 14. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 15. COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
- 16. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
- 17. MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Item 7.



Sales and Service

BAR ARD Number: ARD00293083 EPA: CAL000389784
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
875 RIVERSIDE PKWY
W. SACRAMENTO, CA 95605-1502
(916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
1735 MONTGOMERY ST
OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
STEVE CHIONI
1275 MITCHELL AVE
OROVILLE, CA 95965-
STEVE CHIOINI - 530 538-2491

PAGE 2 OF 7

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		10-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302346			73977 / 0		E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 4S7CT2D938C070433 LICENSE 1154021

INSTALL
 COOLANT RESERVOIR - REMOVE AND INSTALL
 FAN GUARD, SHROUD CIRCULAR TYPE - REMOVE AND INSTALL, EACH
 FAN, COOLING - REMOVE AND INSTALL
 BELT TENSIONER, AUTOMATIC (ALTERNATOR) - INITIAL CHECK
 FAN HUB - REMOVE AND INSTALL
 OEM WIRING HARNESS - REMOVE AND INSTALL
 ALTERNATOR BRACKET - REMOVE AND INSTALL
 REFRIGERANT COMPRESSOR AND BRACKET - REMOVE AND INSTALL
 STARTING MOTOR - REMOVE AND INSTALL, EACH
 RADIATOR, CHARGE AIR COOLER, AIR CONDITIONER CONDENSER ASSEMBLY - REMOVE AND INSTALL (PART OF ANOTHER REPAIR)
 ENGINE - REMOVE AND INSTALL
 -STEAM CLEAN ENGINE
 -REMOVE:
 -REMOVE AND INSTALL:
 -INSTALL:
 -CONNECT ALL COMPONENTS DISCONNECTED IN STEP 01,
 PISTON AND LINER - REMOVE AND INSTALL, ALL
 ENGINE BRAKE ASSEMBLY - REMOVE AND INSTALL, ALL
 CAMSHAFT BUSHINGS - REPLACE ALL OR BOTH BANKS
 CAMSHAFT - REMOVE AND INSTALL, ONE OR ONE BANK
 -DRAIN COOLING SYSTEM
 LUBRICATING OIL COOLER ASSEMBLY - REMOVE AND INSTALL, (WITH EGR)
 AIR COMPRESSOR (ALL MODELS) - REMOVE AND INSTALL
 FUEL PUMP - REMOVE AND INSTALL (COMMON RAIL FUEL SYSTEM)
 GEAR HOUSING - REMOVE AND INSTALL
 SEAL HOUSING, REAR - REMOVE AND INSTALL

COVERAGE

CUSTOMER BILLABLE

REMARK

ADDITIONAL PARTS AND LABOR MAY BE REQUIRED
DUSTED ENGINE.

DIAGNOSTIC CHARGE: 0.00

Completion date : 11-Jul-2019 12:53PM. Estimate expires : 09-Aug-2019 02:54PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

- 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, if applicable.
- 2. CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. Cummins shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
- 3. INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
- 4. TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
- 5. DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
- 6. DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
- 7. LIMITED WARRANTIES.**
- a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
- b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
- c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
- d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
- e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
- 10. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
- 11. ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
- 12. CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
- 13. REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
- 14. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 15. COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
- 16. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
- 17. MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Item 7.



BAR ARD Number: ARD00293083 EPA: CAL000389784
 Remit to:
 Cummins Sales and Service
 P.O. Box 848731
 Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
 875 RIVERSIDE PKWY
 W. SACRAMENTO, CA 95605-1502
 (916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
 STEVE CHIONI
 1275 MITCHELL AVE
 OROVILLE, CA 95965-
 STEVE CHIOINI - 530 538-2491

PAGE 3 OF 7

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		10-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302346			73977 / 0		E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7CT2D938C070433		LICENSE 1154021			
1	0	0	4352253RX	KIT,EGR COOLER	DRC	1,208.19	1,208.19
1	0	0	5297551D	KIT, EGR COOLER	CLEAN	31.25	31.25
-1	0	0	5297551D	KIT, EGR COOLER	DIRTY	31.25	- 31.25
1	0	0	4352363	KIT,EGR COOLER	CECO	529.58	529.58
12	0	0	DELOELC	CHEV DEL ELC A/F 50/50	P2-OTHER	17.04	204.48
24	0	0	SACBLUEQ	OIL,PREM BLUE (1 QT)	P2-OTHER	3.28	78.72
24	0	0	CORF QT	CAL OIL RECYCLE FEE QT	P2-NSPART1	.07	1.68
1	0	0	CAC RAD	CLEAN CAC RAD	P2-NSPART2	3,240.00	3,240.00
1	0	0	3945917	SET,MAIN BEARING (STD)	CECO	213.53	213.53
6	0	0	3950661	BEARING,CON ROD (STD)	CECO	13.35	80.10
6	0	0	3966244	BEARING,CON ROD (STD)	CECO	16.19	97.14
1	0	0	3939352	GASKET,OIL SUC CONNECTION	CECO	3.66	3.66
1	0	0	5332563	GASKET,OIL PAN	CECO	46.24	46.24
6	0	0	4309526	KIT,ENGINE PISTON	CECO	282.23	1,693.38
6	0	0	5404408	LINER,CYLINDER	CECO	150.55	903.30
1	0	0	5347975RX	HEAD,CYLINDER	DRC	4,023.87	4,023.87
1	0	0	4942132D	HEAD, CYLINDER	CLEAN	375.00	375.00
-1	0	0	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY	375.00	- 375.00
1	0	0	5473339	KIT,UPPER ENGINE GASKET	CECO	254.45	254.45
6	0	0	3867471	SEAL,O RING	CECO	1.71	10.26
6	0	0	4954487	SEAL,O RING	CECO	2.81	16.86

Completion date : 11-Jul-2019 12:53PM. Estimate expires : 09-Aug-2019 02:54PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

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- 7. LIMITED WARRANTIES.**
- a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
- b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
- c. HHP Exchange Engine: HHP Exchange Engines manufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
- d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
- e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 9. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 10. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
- 11. ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
- 12. CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
- 13. REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
- 14. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 15. COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
- 16. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
- 17. MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Item 7.



BAR ARD Number: ARD00293083 EPA: CAL000389784
 Remit to:
 Cummins Sales and Service
 P.O. Box 848731
 Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
 875 RIVERSIDE PKWY
 W. SACRAMENTO, CA 95605-1502
 (916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
 STEVE CHIONI
 1275 MITCHELL AVE
 OROVILLE, CA 95965-
 STEVE CHIOINI - 530 538-2491

PAGE 4 OF 7

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		10-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302346			73977 / 0		E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7CT2D938C070433		LICENSE 1154021			
6	0	0	3937142	SEAL,INJECTOR	CECO	2.79	16.74
1	0	0	LF9009	PAC, LF	FLG	53.95	53.95
1	0	0	4352561RX	KIT,ICP TURBOCHARGER	DRC	3,793.01	3,793.01
1	0	0	4955403D	TURBO, HE431Ve	CLEAN	875.00	875.00
-1	0	0	4955403D	TURBO, HE431VE	DIRTY	875.00	875.00
1	0	0	4034122	KIT,VG TUR ACT SERVICE	CECO	1,131.33	1,131.33
4	0	0	3818824	NUT,REGULAR HEXAGON	CECO	2.83	11.32
4	0	0	5286984	STUD	CECO	7.69	30.76
1	0	0	5284362	CORE,COOLER	CECO	192.46	192.46
2	0	0	3918174	GASKET,OIL COOLER CORE	CECO	15.04	30.08
2	0	0	3929011	GASKET,LUB OIL CLR COVER	CECO	20.96	41.92
1	0	0	4089889	SET,LOWER ENGINE GASKET	CECO	346.22	346.22
1	0	0	5273379	THERMOSTAT	CECO	45.02	45.02
1	0	0	5259499	ORDERED ITEM 4992231 CECO SEAL,OIL	CECO	19.14	19.14
1	0	0	3939353	GASKET,REAR COVER	CECO	7.81	7.81
1	0	0	4024883	KIT,SEAL	CECO	60.09	60.09
1	0	0	3944293	GASKET,GEAR HOUSING	CECO	56.31	56.31
1	0	0	3164067	SEALANT	CECO	18.33	18.33
13	0	0	DELOELC	CHEV DEL ELC A/F 50/50	P2-OTHER	17.04	221.52
1	0	0	4352347	KIT,EXH RCN COOLER	CECO	553.80	553.80
1	0	0	4955484RX	KIT,EXH RCN VALVE	DRC	694.74	694.74

Completion date : 11-Jul-2019 12:53PM. Estimate expires : 09-Aug-2019 02:54PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

- 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, if applicable.
- 2. CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. Cummins shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
- 3. INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
- 4. TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
- 5. DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
- 6. DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
- 7. LIMITED WARRANTIES.**
- a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
- b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
- c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
- d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
- e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 9. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 10. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
- 11. ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
- 12. CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
- 13. REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
- 14. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 15. COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
- 16. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
- 17. MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Item 7.



BAR ARD Number: ARD00293083 EPA: CAL000389784
 Remit to:
 Cummins Sales and Service
 P.O. Box 848731
 Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
 875 RIVERSIDE PKWY
 W. SACRAMENTO, CA 95605-1502
 (916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
 STEVE CHIONI
 1275 MITCHELL AVE
 OROVILLE, CA 95965-
 STEVE CHIOINI - 530 538-2491

PAGE 5 OF 7

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		10-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302346			73977 / 0		E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7CT2D938C070433		LICENSE 1154021			
1	0	0	4946046D	VALVE, EGR ISC/L 07	CLEAN	62.50	62.50
-1	0	0	4946046D	VALVE, EGR ISC/L 07	DIRTY	62.50	- 62.50
1	0	0	5270057	HOSE,PLAIN	CECO	32.02	32.02
2	0	0	3104485	CLAMP,SPRING HOSE	CECO	6.49	12.98
1	0	0	5301094RX	COMPRESSOR,1 CYL AIR	DRC	1,245.96	1,245.96
1	0	0	3944525D	COMP,AIR ISC/ISL 18.7 CFM	CLEAN	125.00	125.00
-1	0	0	3944525D	CPR, AIR ISC/ISL 18.7 CFM	DIRTY	125.00	- 125.00
1	0	0	3685614	GASKET,ACC DRIVE SUPPORT	CECO	12.53	12.53
4	0	0	3103015	SEAL,GROMMET	CECO	2.74	10.96
1	0	0	3678925	SEAL,O RING	CECO	5.80	5.80
1	0	0	3867640	SEAL,O RING	CECO	3.54	3.54
1	0	0	5449240	PUMP,LUBRICATING OIL	CECO	283.74	283.74
1	0	0	5579022	KIT,WATER PUMP	CECO	208.26	208.26
1	0	0	15AC82	1 GAL TRANSYND JUG	P2-ALLISON	49.06	49.06
10	0	0	C24006	27101-CTCS P2-ALLISON 15IN BLACK TIE 15X3/16	P2-OTHER	.12	1.20
7	0	0	5283368	BUSHING	CECO	19.15	134.05
1	0	0	3901969	PLUG,EXPANSION	CECO	6.31	6.31
1	0	0	3926048	SEAL,O RING	CECO	5.04	5.04
1	0	0	3912473	SEAL,O RING	CECO	3.75	3.75
1	0	0	FF5636	PAC, FF (S)	FLG	27.95	27.95
1	0	0	FS1003	PAC, FS	FLG	46.36	46.36

Completion date : 11-Jul-2019 12:53PM. Estimate expires : 09-Aug-2019 02:54PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

- 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, if applicable.
- 2. CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. Cummins shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
- 3. INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
- 4. TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
- 5. DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
- 6. DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
- 7. LIMITED WARRANTIES.**
- a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
- b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
- c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
- d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
- e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 9. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 10. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
- 11. ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
- 12. CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
- 13. REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
- 14. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 15. COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
- 16. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
- 17. MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Item 7.



BAR ARD Number: ARD00293083 EPA: CAL000389784
 Remit to:
 Cummins Sales and Service
 P.O. Box 848731
 Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
 875 RIVERSIDE PKWY
 W. SACRAMENTO, CA 95605-1502
 (916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
 STEVE CHIONI
 1275 MITCHELL AVE
 OROVILLE, CA 95965-
 STEVE CHIOINI - 530 538-2491

PAGE 6 OF 7

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		10-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302346			73977 / 0		E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7CT2D938C070433		LICENSE 1154021			
1	0	0	CV50628-MF	ELEMENT,CV	FLG	111.09	111.09
1	0	0	AH8501	PAC, AH	FLG	205.96	205.96
1	0	0	4988280	GASKET,HYDRAULIC PUMP	CECO	3.18	3.18
1	0	0	3966430	CAMSHAFT	CECO	571.90	571.90
12	0	0	3965966	TAPPET,VALVE	CECO	76.88	922.56
6	0	0	2872127PX	INJECTOR	DRC	712.36	4,274.16
6	0	0	4954679D	INJECTOR, XPI GRYPHON	CLEAN	281.25	1,687.50
-6	0	0	4954679D	INJECTOR, XPI GRYPHON	DIRTY	281.25	1,687.50
6	0	0	2872288	CONNECTOR,INJ FUEL SUPPLY	CECO	45.92	275.52
PARTS:							28,383.87
PARTS COVERAGE CREDIT:							0.00CR
TOTAL PARTS:						28,383.87	
SURCHARGE TOTAL:							0.00
LABOR:							12,410.00
LABOR COVERAGE CREDIT:							0.00CR
TOTAL LABOR:						12,410.00	
MISC.:							1,100.00
MISC. COVERAGE CREDIT:							0.00CR
TOTAL MISC.:						1,100.00	
ELECTRONIC TOOLING FEE							50.00
HAZ WASTE DISPOSAL							100.00
SHOP SUPPLIES							150.00
MISCELLANEOUS							800.00
LOCAL							662.26

Completion date : 11-Jul-2019 12:53PM. Estimate expires : 09-Aug-2019 02:54PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

- 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, if applicable.
- 2. CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. Cummins shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
- 3. INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
- 4. TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
- 5. DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
- 6. DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
- 7. LIMITED WARRANTIES.**
- a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
- b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
- c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
- d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
- e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
- 10. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
- 11. ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
- 12. CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
- 13. REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
- 14. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 15. COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
- 16. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
- 17. MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Item 7.



BAR ARD Number: ARD00293083 EPA: CAL000389784
 Remit to:
 Cummins Sales and Service
 P.O. Box 848731
 Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
 875 RIVERSIDE PKWY
 W. SACRAMENTO, CA 95605-1502
 (916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
 STEVE CHIONI
 1275 MITCHELL AVE
 OROVILLE, CA 95965-
 STEVE CHIOINI - 530 538-2491

PAGE 7 OF 7

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		10-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302346			73977 / 0		E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			OSN/MSN/VIN 4S7CT2D938C070433	LICENSE 1154021		STATE	1,766.03

Completion date : 11-Jul-2019 12:53PM. Estimate expires : 09-Aug-2019 02:54PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 41,893.87

TOTAL TAX: 2,428.29

TOTAL AMOUNT: US \$ 44,322.16

AUTHORIZED BY (print name)

SIGNATURE

DATE

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

- 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, if applicable.
- 2. CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. Cummins shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
- 3. INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
- 4. TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
- 5. DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
- 6. DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
- 7. LIMITED WARRANTIES.**
- a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
- b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
- c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
- d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
- e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
- 10. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
- 11. ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
- 12. CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
- 13. REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
- 14. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 15. COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
- 16. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
- 17. MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Item 7.



Sales and Service

BAR ARD Number: ARD00293083 EPA: CAL000389784
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
875 RIVERSIDE PKWY
W. SACRAMENTO, CA 95605-1502
(916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
1735 MONTGOMERY ST
OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
STEVE CHIONI
1275 MITCHELL AVE
OROVILLE, CA 95965-
STEVE CHIOINI - 530 538-2491

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		23-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302506					E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			4S7CT2D938C070433		LICENSE 1154021		
				COMPLAINT	HIGH BLOW BY CRANKCASE AND TURBO FAULTS DUSTED ENGINE		
				CAUSE	ENGINE REPLACEMENT ESTIMATE DUSETED ENGINE		
				CORRECTION	ENGINE REPLACEMENT ADMINISTRATIVE TIME - OPEN AND CLOSE REPAIR ORDER (SHOP REPAIRS) INSITE - USE DURING TROUBLESHOOTING NON-SRT DETAIL ENGINE - CHASSIS DYNAMOMETER DIAGNOSTIC CHECK MEASURE CRANKCASE BLOWBY STEAM CLEAN - COMPLETE ENGINE MOBILE VEHICLE/EQUIPMENT LIFT SYSTEM- SET UP DRIVELINE - RECONNECT (AUTOMOTIVE ONLY) EXHAUST OUTLET CONNECTION-REMOVE AND INSTALL AFTERTREATMENT SYSTEM - REMOVE AND INSTALL TRANSMISSION, AUTOMATIC OR TORQUE CONVERTER - REMOVE AND INSTALL (PETERBILT 320 REFUSE TRUCK) AIR CLEANER ASSEMBLY (INCLUDING BRACKET) - REMOVE AND INSTALL, EACH SKID PLATE, UNDER OIL PAN - REMOVE AND INSTALL COOLANT VENT HOSES - REMOVE AND INSTALL, (WITH EGR) LUBRICATING OIL PAN - REMOVE AND INSTALL AIR CONDITIONER SYSTEM - EVACUATE AND RECHARGE GRILLE - REMOVE AND INSTALL POWER STEERING RESERVOIR - MOVE FOR ACCESS POWER STEERING PUMP - MOVE FOR ACCESS HYDRAULIC OIL COOLER OR TRANSMISSION OIL COOLER - REMOVE AND INSTALL COOLANT RESERVOIR - REMOVE AND INSTALL FAN GUARD, SHROUD CIRCULAR TYPE - REMOVE AND INSTALL, EACH FAN, COOLING - REMOVE AND INSTALL		

Completion date : 24-Jul-2019 09:52AM. Estimate expires : 22-Aug-2019 09:52AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

- 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, if applicable.
- 2. CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. Cummins shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
- 3. INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
- 4. TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
- 5. DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
- 6. DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
- 7. LIMITED WARRANTIES.**
- a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
- b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
- c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
- d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
- e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 9. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 10. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
- 11. ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
- 12. CANCELLATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.
- 13. REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
- 14. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 15. COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
- 16. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
- 17. MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Item 7.



BAR ARD Number: ARD00293083 EPA: CAL000389784
 Remit to:
 Cummins Sales and Service
 P.O. Box 848731
 Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
 875 RIVERSIDE PKWY
 W. SACRAMENTO, CA 95605-1502
 (916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
 STEVE CHIONI
 1275 MITCHELL AVE
 OROVILLE, CA 95965-
 STEVE CHIOINI - 530 538-2491

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		23-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302506					E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			OSN/MSN/VIN 4S7CT2D938C070433		LICENSE 1154021		
				BELT TENSIONER, AUTOMATIC (ALTERNATOR) - INITIAL CHECK FAN HUB - REMOVE AND INSTALL OEM WIRING HARNESS - REMOVE AND INSTALL ALTERNATOR BRACKET - REMOVE AND INSTALL REFRIGERANT COMPRESSOR AND BRACKET - REMOVE AND INSTALL STARTING MOTOR - REMOVE AND INSTALL, EACH RADIATOR, CHARGE AIR COOLER, AIR CONDITIONER CONDENSER ASSEMBLY - REMOVE AND INSTALL (PART OF ANOTHER REPAIR) ENGINE - REMOVE AND INSTALL -STEAM CLEAN ENGINE -REMOVE: -REMOVE AND INSTALL: -INSTALL: -CONNECT ALL COMPONENTS DISCONNECTED IN STEP 01, ENGINE - RUN-IN AND TEST (CHASSIS DYNAMOMETER) CUSTOMER BILLABLE			
				ADDITIONAL PARTS MAY AND LABOR MAY BE REQUIRED.			
1		0	4352253RX	KIT,EGR COOLER	DRC	1,208.19	1,208.19
1		0	5297551D	KIT, EGR COOLER	CLEAN	31.25	31.25
-1		0	5297551D	KIT, EGR COOLER	DIRTY	31.25	- 31.25
1		0	4352363	KIT,EGR COOLER	CECO	529.58	529.58
12		0	DELOELC	CHEV DEL ELC A/F 50/50	P2-OTHER	17.04	204.48
24		0	SACBLUEQ	OIL,PREM BLUE (1 QT)	P2-OTHER	3.28	78.72
24		0	CORF QT	CAL OIL RECYCLE FEE QT	P2-NSPART1	.07	1.68
1		0	CAC RAD	CLEAN CAC	P2-NSPART2	3,240.00	3,240.00

Completion date : 24-Jul-2019 09:52AM. Estimate expires : 22-Aug-2019 09:52AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

- 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, if applicable.
- 2. CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. Cummins shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
- 3. INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.
- 4. TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
- 5. DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.
- 6. DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
- 7. LIMITED WARRANTIES.**
- a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.
- b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.
- c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
- d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
- e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
- f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
- 9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**
- 10. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
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- 13. REFUNDS/CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
- 14. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 15. COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
- 16. CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
- 17. MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Item 7.



BAR ARD Number: ARD00293083 EPA: CAL000389784
 Remit to:
 Cummins Sales and Service
 P.O. Box 848731
 Los Angeles, CA 90084-8731

Item 7.

SACRAMENTO CA BRANCH
 875 RIVERSIDE PKWY
 W. SACRAMENTO, CA 95605-1502
 (916)371-0630

INVOICE NO
ESTIMATE
Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF OROVILLE
 1735 MONTGOMERY ST
 OROVILLE, CA 95965-4820

OWNER

CITY OF OROVILLE
 STEVE CHIONI
 1275 MITCHELL AVE
 OROVILLE, CA 95965-
 STEVE CHIOINI - 530 538-2491

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
23-JUL-2019		03-OCT-2009	ISL CM2150		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
249086		23-JUL-2019	46983355	CPL315500	METRO STAR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
302506					E2

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7CT2D938C070433		LICENSE 1154021			
1	0	0	DR6942RX	ENG ISL 8.9 07 B 330@2100	DRC	28,538.99	28,538.99
1	0	0	DR6506D	ENG ISC 8.3 B	CLEAN	5,625.00	5,625.00
-1	0	0	DR6506D	ENG ISC 8.3 B	DIRTY	5,625.00 -	5,625.00
				PARTS:			33,801.64
				PARTS COVERAGE CREDIT:			0.00CR
				TOTAL PARTS:		33,801.64	
				SURCHARGE TOTAL:			0.00
				LABOR:			10,220.00
				LABOR COVERAGE CREDIT:			0.00CR
				TOTAL LABOR:		10,220.00	
				MISC.:			1,100.00
				MISC. COVERAGE CREDIT:			0.00CR
				TOTAL MISC.:		1,100.00	
				MISCELLANEOUS			800.00
				ELECTRONIC TOOLING FEE			50.00
				HAZ WASTE DISPOSAL			100.00
				SHOP SUPPLIES			150.00
					LOCAL		784.16
					STATE		2,091.10

Completion date : 24-Jul-2019 09:52AM. Estimate expires : 22-Aug-2019 09:52AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 45,121.64

TOTAL TAX: 2,875.26

TOTAL AMOUNT: US \$ 47,996.90

AUTHORIZED BY (print name)

SIGNATURE

DATE

70

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- 8. INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
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Item 7.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: AUTHORIZATION TO AWARD CONTRACT FOR TREE PRUNING SERVICES

DATE: NOVEMBER 19, 2019

SUMMARY

The Council may award a contract for Tree Pruning services for City Trees and Trees in the public right of way to the Tree of Life in an amount not to exceed \$80,000.00

DISCUSSION

The City of Oroville contracted with the Tree of Life for a 6-day trial of tree pruning services. This was the first time the City has ever hired a tree service for multiple days of tree trimming. The purpose was to determine if using an outside contractor would be feasible for the City and what to see how much work could be completed. The Tree of Life trimmed 22 trees and removed 4 trees in that 6 days. All trees that were trimmed were in a hazardous condition. The City Arborist has reviewed the work performed and the amount of work performed and is pleased with quality and quantity. The City Arborist feels this is a reasonable way to get most of the City Trees in a manageable condition.

The request for bids was advertised and posted at the front of the Oroville City Hall. The bids were to include total cost for a four-man crew and all necessary equipment at a daily rate. One (1) bid was received by the closing date for the public bid process. The bid was for \$1,600.00 per day. See attached bid.

The low bidder is The Tree of Life at \$1,600.00 per day.

FISCAL IMPACT

\$1,600.00 per day in an amount not to exceed \$80,000.00.
Funding for this project will come from Measure U.

RECOMMENDATION

Authorize Staff to award the bid and sign a contract for Tree Pruning services for City Trees and Trees in the public right of way to the Tree of Life in an amount not to exceed \$80,000.

ATTACHMENTS

1. Request for Proposal bid packet
2. Submitted Bid form
3. Insurance Certificate

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 form 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

10/31/19
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE **Item 8.**
6/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nor Cal Pacific Insurance Services LIC #0D08482 P.O. Box 494249 Redding CA 96049-4249		CONTACT NAME: Whitney Dunton PHONE (A/C, No, Ext): (530) 221-2300 E-MAIL ADDRESS: whitney-dunton@norcalpacific.com		FAX (A/C, No): (530) 221-2030
INSURED Tree of Life Tree Service 1875 Fifth Street Oroville CA 95965		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Northfield Insurance Company		27987
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1962113700 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			H8381086	3/6/2019	3/6/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ Included
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					PER STATUTE	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paramount Exclusive Insurance Services, Inc. 15760 Ventura Blvd. Suite 500 Encino, CA 91436	CONTACT NAME: PHONE (A/C, No, Ext): (818) 986-7283 FAX (A/C, No): (818) 986-4949 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Benchmark Insurance Co.</td> <td style="text-align: center;">41394</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Benchmark Insurance Co.	41394	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Speer, William Dwight DBA: Tree of Life Tree Service 1575 5th St. Oroville, CA 95965															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CST5015991	5/8/2019	5/8/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 License No. 824076

CERTIFICATE HOLDER

CANCELLATION

Contractors State License Board
 Attn: WC Unit
 PO box 26000
 Sacramento, CA 95826

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BID FORM

Tree Trimming Services

TOTAL COST FOR SERVICES PER DAY		\$ <u>1000</u> . <u>00</u>
<p>All-inclusive Total Cost for Services per Day will be</p> <p><u>1000.00</u></p> <p>(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

10/31/2019 630-533-8498
Date Area Code/Phone

William Speer
Print Name

William Speer
Signature

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional
Office 100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

October 23, 2019

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Subject: Oroville Emergency Recovery – Spillways, August 2019 Monthly Construction
Report, FERC Project 2100

Dear Ms. Knittweis:

This letter is in response to your October 2, 2019 letter transmitting the August monthly construction report for the Flood Control Outlet spillway chute and emergency spillway repairs, part of the Feather River Project, FERC No. 2100. We have reviewed the monthly construction report and have no comments on the report.

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Doug Boyer at (503) 502-3048 or me at (415) 369-3318.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY
REGULATORY COMMISSION
400 First Street NE
Washington, DC 20426

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10/24/2019
US POSTAGE \$000.50⁰



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041M12252369

Docket No.: P-2100

Gordon Andoe
Mayor
OROVILLE, CITY OF
1735 Montgomery St
Oroville, CA 95965-4820

City of Oroville
NOV 04 2019
Administration

You are receiving this document because your address is on a mailing list for the referenced project(s)/docket(s).
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FERCOnlineSupport@ferc.gov or call 1-866-208-3676.

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