



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

September 20, 2022
SPECIAL MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To View the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and the Personnel Officer related to the following positions: Police Chief
2. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the City Administrator and City Attorney regarding potential initiation of litigation – One cases.
3. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: Sears v. City of Oroville

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Art Wall Presentation by the Rainforest Art Project
2. Cal Fire Update on Transition

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 – 7** 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. CORRECTION OF SCRIVENER’S ERROR IN APPROVED DOLLAR AMOUNT FOR GOAT GRAZING VEGETATION MANAGEMENT AGREEMENT

The Council may approve a correction of a scrivener's error in the goat grazing vegetation management services agreement total from \$85,510 to \$86,510, a difference of \$1,000.00.

RECOMMENDATION

At this time, staff is recommending that the amount for grazing services be corrected and increased by \$1,000.00 annually, for the remaining 2 years of the contract, bringing the contract total to \$86,510.00 annually. For a full three-year contract total of \$259,530.00.

2. AMENDMENT TO THE AGREEMENT FOR TREE PRUNING SERVICE

The Council may consider an amendment to the agreement for tree pruning with P31 Enterprises, Inc. in an amount not to exceed \$1,595.00 per day or not to exceed \$80,000.00 through the end of the 22/23 fiscal year.

RECOMMENDATION

Authorize Staff to amend the agreement for tree pruning services within the City's public right of way to P31 Enterprises, Inc.

3. SUBMITTAL OF A LOCAL AGENCY TECHNICAL ASSISTANCE GRANT APPLICATION FOR A BROADBAND NETWORK DESIGN PROJECT

The Council will receive information regarding the submittal of an application to the CPUC for Local Agency Technical Assistance (LATA) program for which the City of Oroville is eligible to apply.

RECOMMENDATION

Informational only.

4. DRAINAGE AND GRAVEL INSTALLATION PROJECT FOR THE BUTTE COUNTY SHERIFF'S MARINE UNIT HANGAR GATE ENTRANCE AREA AT THE OROVILLE AIRPORT

The City Council may consider approving a contract with RCI General Engineering to install culvert pipe, gravel and do miscellaneous grading for the Butte County Sheriff's Department entrance at the Oroville Municipal Airport at a cost of \$34,290.

RECOMMENDATION

Adopt Resolution No. 9096 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH RCI GENERAL ENGINEERING IN THE AMOUNT OF \$34,290.00. – AGREEMENT No. 3429.

5. AUTHORIZATION TO PURCHASE NEW COMMUNITY DEVELOPMENT VEHICLES

The Council will receive information regarding the purchase of (2) 2023 Ford F-150 pickup trucks and (1) 2022 Ford Explorer from Oroville Ford.

RECOMMENDATION

The Council will receive information regarding the purchase of (2) 2023 Ford F-150 pickup trucks and (1) 2022 Ford Explorer from Oroville Ford.

6. TASK ORDERS FOR PROFESSIONL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT, LLC

The City Council may consider approving task orders for Professional Services Agreement with Trover Construction Project Management LLC to perform construction management of City facility repair and remodel projects.

RECOMMENDATION

Approve Task Orders as presented.

7. AUTHORIZATION TO TRANSFER SURPLUS AXON TASER EQUIPMENT AND UNEXPENDED CARTRIDGES TO THE GRIDLEY POLICE DEPARTMENT

The Council will consider authorizing the transfer of X26P Tasers, batteries for Tasers, cartridges for Tasers and training cartridges for Tasers, to the Gridley Police Department.

RECOMMENDATION

Authorize the transfer of Taser equipment as listed in this staff report, to the Gridley Police Department

REGULAR BUSINESS

8. PROJECT CONTRACT WITH Q & D CONSTRUCTION, LLC

The Council may consider a Project Contract with the lowest responsive bidder, Q&D Construction, LLC, in the amount of \$380,972.50, for the Oroville Airport crack seal runway 2-20 & associated taxiways (Project).

RECOMMENDATION

Adopt Resolution No. 9097 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIVE BIDDER, Q & D CONSTRUCTION, LLC, IN THE AMOUNT OF \$380,973 FOR THE AIRPORT CRACK SEAL PROJECT – (Agreement No. 3430).

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to publiccomment@cityoforoville.org

9. PUBLIC HEARING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2022 PROGRAM INCOME ONLY APPLICATION AND USE OF CDBG PROGRAM INCOME FOR IMPROVEMENTS TO THE OROVILLE CONVENTION CENTER

Council will conduct a public hearing solicit input and comments regarding the proposed usage of CDBG program Income on-hand and future receipts to apply for a Program Income Only application to make additional improvements to the Oroville Convention Center.

Additionally, Council will consider approving a budget adjustment utilizing the unanticipated program income funds for these activities.

RECOMMENDATION

Open the public hearing to discuss the program income-only application and solicit public input and comments.

Adopt Resolution No. 9098 – A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG PROGRAM

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
 - i. August 2022 Departmental Reports for Council Update
 - ii. Police Department Monthly Report

ADJOURN THE MEETING

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

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

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: CORRECTION OF SCRIVENER'S ERROR IN APPROVED DOLLAR AMOUNT FOR GOAT GRAZING VEGETATION MANAGEMENT AGREEMENT

DATE: SEPTEMBER 20, 2022

SUMMARY

The Council may approve a correction of a scrivener's error in the goat grazing vegetation management services agreement total from \$85,510 to \$86,510, a difference of \$1,000.00.

DISCUSSION

On March 16, 2021, the City Council approved the three-year agreement with Blue Tent Farms for goat grazing vegetation management services of 15 City owned locations in the amount of \$80,010 annually for a total of \$240,030 for three years.

On April 5, 2022, staff added the area of the Dry Creek drainage basin in the amount of \$5,500 annually, and expanded the Airport Dog Park area, increasing that area to \$2,500, bringing the contract total to \$86,510 annually. However, a scrivener's error was made in the staff report total contract amount for services reducing it by \$1,000.00 annually.

The updated and correct annual amended contract amount for goat grazing services is \$86,510.00.

FISCAL IMPACT

The funds are available in Account No. 3001 Streets - 7135 Weed Abatement and 3111 Parks - 7135 Weed Abatement, Fund 100 (General Fund Balance) and should only impact the 22/23 budget by \$1,000.00.

RECOMMENDATION

At this time, staff is recommending that the amount for grazing services be corrected and increased by \$1,000.00 annually, for the remaining 2 years of the contract, bringing the contract total to \$86,510.00 annually. For a full three-year contract total of \$259,530.00.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: AMENDMENT TO THE AGREEMENT FOR TREE PRUNING SERVICE

DATE: SEPTEMBER 20, 2022

SUMMARY

The Council may consider an amendment to the agreement for tree pruning with P31 Enterprises, Inc. in an amount not to exceed \$1,595.00 per day or not to exceed \$80,000.00 through the end of the 22/23 fiscal year.

DISCUSSION

On May 3, 2022, the City Council approved the agreement for tree pruning services within the City's public right of way to P31 Enterprises, Inc. in an amount not to exceed \$1,595.00 per day or \$120,000.00 annually.

The City Arborist has monitored all work performed and is satisfied with the work that has been completed to date. The work completed has cleaned up any of the hazardous limbs that hang within the right of way as well as the removal of trees that have raised city sidewalks causing trip hazards. However, the funds have almost been exhausted and there is a need to prune additional trees throughout the city. Staff is requesting an amendment to the current agreement with P31 Enterprises, Inc. through the end of the 22/23 fiscal year to add an additional amount not to exceed \$80,000. Staff budgeted \$200,000 for contract tree work 2022/23 fiscal year.

FISCAL IMPACT

The funds in the amount not to exceed \$80,000 and has been budgeted in 2022/2023 Parks & Trees Operations Account No. 3112-6360 – Outside Services. Total budgeted is \$280,000.

RECOMMENDATION

Authorize Staff to amend the agreement for tree pruning services within the City's public right of way to P31 Enterprises, Inc.

ATTACHMENTS

1. Amendment to the Agreement No. XXXX

AMENDMENT TO THE AGREEMENT FOR
PROFESSIONAL SERVICES

(Agreement No. XXXX-X)

This Amendment dated September 20, 2022 is to the Professional Services Agreement between the City of Oroville ("City") and **P31 Enterprises, Inc.** Tree Service ("Contractor").

In consideration of the terms and conditions herein, the City and the Contractor agree that the amendment to the agreement is affective September 20, 2022, and shall be amended as follows:

1. The services of Contractor are to commence upon execution of this Agreement and shall continue until June 30, 2023, or until the funds are exhausted, unless subsequently amended by the parties, or until cancelled by either party.
2. Compensation to be paid to Contractor in an amount not to exceed of Eighty Thousand Dollars (\$80,000).
3. Conflict between this Amended Agreement and Agreement No. XXXX shall be controlled by this Amendment. All other provisions within Agreement No. XXXX shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

This Amendment is approved by the City Council of the City of Oroville at a regular meeting held on September 20, 2022.

CITY OF OROVILLE

P31 Enterprises, Inc.

By: _____
Chuck Reynolds, Mayor

By: _____
Lori Curtis

Title: _____

APPROVED AS TO FORM:

Business License No.: _____

By: _____
Scott E. Huber, City Attorney

Tax ID No.: _____

ATTEST:

By: _____
City Clerk

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

SCOPE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. Tree Trimming and Pruning Standards:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. Types of Tree Work

a. Pruning

i. Pruning for Structure:

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

ii. Pruning to Raise:

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

iii. Pruning to Clean:

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

iv. Pruning to Reduce:

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

v. Pruning to Restore:

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

vi. Grid Pruning:

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

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

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

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

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

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

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

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

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

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

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

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

c. Clean up and Debris Disposal

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

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

V. Non-City Maintained Trees

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

X. Insurance Requirements

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

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

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

P31 Enterprises, Inc.

Name of Company or Business

Printed Name of Signatory

Signature

Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

RE: SUBMITTAL OF A LOCAL AGENCY TECHNICAL ASSISTANCE GRANT APPLICATION FOR A BROADBAND NETWORK DESIGN PROJECT

DATE: SEPTEMBER 20, 2022

SUMMARY

The Council will receive information regarding the submittal of an application to the CPUC for Local Agency Technical Assistance (LATA) program for which the City of Oroville is eligible to apply.

DISCUSSION

As a member of Golden State Connect Authority (GSCA), a 39-member county Joint Powers Authority focused on advancing broadband deployment in rural California, Oroville is eligible to apply for LATA program funding in the amount of \$500,000 to provide professional network design services and technical assistance that will identify and advance deployment of networks in priority project areas. Eight percent (8%) of the \$500,000 will be for administrative costs; 3% to GSCA and 5% to the City for a total of \$40,000. This leaves \$460,000 for the total work product and network design cost.

The technical assistance grant will support the development of low-level, shovel-ready network designs for priority areas in and around unserved/underserved areas of the city. The plans will be developed in consultation with Golden State Connect Authority and overseen by UTOPIA Fiber to ensure compatibility with open-access fiber deployment model to reliably meet and exceed 100/100 Mbps speed.

The proposed technical assistance grant will fund network design services for priority areas in and around unserved/underserved areas within the incorporated City of Oroville. The network design process will include development of Conceptual Network Designs and Cost Estimations; High-Level Design and Foundational Planning; leading to Low-Level Design and Engineering of constructible and shovel-ready project area(s) that will provide service to households and businesses that, upon completion, will reliably meet or exceed 100/100 Mbps speed. This project will be completed well within the 24-month timeline.

FISCAL IMPACT:

No fiscal impact for submission of application.

RECOMMENDATION:

Informational only.

ATTACHMENTS:

Application



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2430 FAX (530) 538-2426
www.cityoforoville.org

Item 3.

August 24, 2022

Rob Osborn, Director
California Public Utilities Commission, Communications Division
Attn: Local Agency Technical Assistance Grant Program
505 Van Ness Avenue
San Francisco, CA 94102

Dear Director Osborn,

Please accept and consider the City of Oroville's Local Agency Technical Assistance (LATA) Grant Program application as an indication of our desire and willingness to be part of the solution to providing broadband for all our residents and businesses. We welcome the opportunity to be an important part of advancing the deployment of broadband via the network design services for priority unserved/underserved project areas proposed in our application.

As a member of Golden State Connect Authority, a 39-member county Joint Powers Authority focused on advancing broadband deployment in rural California, we acknowledge and support the collaborative approach stressed within the Guidelines for the LATA program. While there are no "overlapping jurisdictions" associated with our application, we are working closely with Golden State Connect Authority, our CPUC Regional Consortium, and all the jurisdictions and broadband leaders (non-profits, tribes, and utilities) in communities adjacent to ours to ensure that we are communicating and collaborating for the benefit of all our communities.

Please give our application your highest consideration. We welcome the opportunity to play this important role in advancing broadband deployment and moving rural California closer to eliminating the Digital Divide.

Sincerely,

Dawn Nevers
Assistant Community Development Director

Local Agency Technical Assistance Application

PART 1. GRANT APPLICATION CHECKLIST

Instructions: To assist the CPUC Communications Division in verifying the completeness of your application, mark the box to the left of each item to indicate you provided the requested information and uploaded required additional materials with your application spreadsheet. For more details about these requirements, please review CPUC Decision D.22-02-026, Appendix 1.

[link to D.20-22-026 Technical Assistance Decision and Guidelines](#)

#	Item Included?	Item	To Be Completed By Applicant (submit separately if indicated below)
1	<input type="checkbox"/>	Applicant Name and Organization	City of Oroville
		Authorized Local Agency or Tribal Leader Name and Title	Provide information below:
		<i>Address Line 1</i>	1735 Montgomery Street
		<i>Address Line 2</i>	
		<i>City</i>	Oroville
		<i>State</i>	California
		<i>ZIP Code</i>	95965
		<i>Website Address</i>	cityoforoville.org
		<i>Phone Number</i>	530-538-2436
		<i>California Tribe?</i>	N/A
		<i>Federal Tribal Recognition?</i>	N/A
2	<input type="checkbox"/>	Key Project Contact (i.e., staff contract manager)	Provide information below:
		<i>First Name</i>	Bill
		<i>Last Name</i>	LaGrone
		<i>Organization Position</i>	City Administrator
		<i>Address Line 1</i>	1735 Montgomery Street
		<i>Address Line 2</i>	
		<i>City</i>	Oroville
		<i>State</i>	California
		<i>ZIP Code</i>	95965
		<i>Email Address</i>	cityoforoville.org
		<i>Phone Number</i>	530-538-2436
3	<input type="checkbox"/>	Grant Project Description	Provide information below:
		<i>Project Title</i>	City of Oroville Broadband Network Design
		<i>Brief Description</i>	Strategically plan a robust fiber network, moving from conceptual network design and cost estimations to high level design and foundational planning, all the way through low-level design and engineering to create constructible network designs that are shovel-ready in and around priority unserved/underserved areas. Grant includes professional network design services
		<i>Project Location</i>	City of Oroville - Within City Limits
4	<input type="checkbox"/>	Letter of Support	Submit as separate attachment(s) and check box to indicate included.

5	<input type="checkbox"/>	Project Proposal (if planning to use in-house staff) or Proposed Contract (if planning to outsource work)	<p>Submit as a separate attachment(s) and check box to indicate included.</p> <p>Must include: (1) the project scope of work for a consultant and/or staff to carry out the Local Agency Technical Assistance; (2) detailed cost estimate including hourly rates and estimated total hours for each person; and (3) proposed timeline for completion; (4) geographic basis for the proposed project area (such as by Census Block) sufficient to demonstrate broadband need.</p> <p>If the applicant intends, as part of the project, to (a) complete multiple work products (i.e. joint powers agreement(s), feasibility studies, etc.) and (b) request partial payment for work product(s) completed before the project's completion, all potential work products must be outlined and supported in the contract or proposal, and listed separately in the Budget Summary.</p>
6	<input type="checkbox"/>	Proposed Total Budget (\$)	500,000
7	<input type="checkbox"/>	Project Summary	Provide information in Tab 2 (Project Summary) of this spreadsheet and check box to indicate included.
8	<input type="checkbox"/>	Budget Summary	Provide information in Tab 3 (Budget Summary) of this spreadsheet and check box to indicate included.
9	<input type="checkbox"/>	Name of Organization to Receive Payment (Local Agency or Tribal Entity)	City of Oroville
		<i>Address Line 1</i>	1735 Montgomery Street
		<i>Address Line 2</i>	
		<i>City</i>	Oroville
		<i>State</i>	California
		<i>Zip Code</i>	95965
		<i>Website Address</i>	cityoforoville.org
		<i>Phone Number</i>	530-538-2436
10	<input type="checkbox"/>	Affirmation of Incremental Staff Hours	I, the undersigned, affirm that any staff hours expended on reimbursable activities, and for which reimbursement will be requested, are incremental to the pre-grant award scope of work and would not be performed by the staff person absent the grant award.
11	<input type="checkbox"/>	Agreement for 24-Month Completion	I, the undersigned, acknowledge that the project must be completed within 24-months from the date of Commission approval of the grant.
12	<input type="checkbox"/>	Notarized Affidavit (separate form, upload with submission)	Submit separate required form and check box to indicate included. The form can be found on the LATA website: https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/local-agency-technical-assistance
13	<input type="checkbox"/>	Electronic Signature	X <i>Dawn R. Nevers</i>

Local Agency Technical Assistance Application

PART 2: PROJECT SUMMARY	
<p><i>Instructions:</i> Please provide the following information about a broadband technical assistance project that supports a local agency or Tribe. Project types may include but are not limited to: needs assessments, market studies, broadband strategic plans, business plans; environmental, feasibility, engineering design studies or reports; forming a joint powers authority; consultant and community-based organization services.</p>	
Name and Location of Proposed Grant Project	City of Oroville Broadband Network Design
Type of Project and Scope	<p>Fiber Network Design - Strategically plan a robust fiber network, moving from conceptual network design and cost estimations to high level design and foundational planning, all the way through low-level design and engineering to create constructible network designs that are shovel-ready in and around priority unserved/underserved areas. Grant includes professional network design services consultant, UTOPIA Fiber network design management consultant, and actual/not to exceed 8% Administrative costs. The budget for the network design proposed in the scope of work from Tilson Technology will be conducted on a flat-fee (fixed rate) basis, inclusive of all time and materials. The first two projects within the proposed scope, 1) Conceptual Network Design and Cost Estimates, and 2) Refined High-Level Design and Foundational Planning, will not exceed \$25,000 and \$40,000 respectively. The third project within the proposed scope, 3) Low Level Design and Engineering, is proposed on a per linear foot basis (\$1.93/linear foot). This is an industry standard methodology for low level network design work and the amount proposed is well within the realm of reasonableness. UTOPIA Fiber will perform network design and engineering management on behalf of the applicant and Golden State Connect Authority at the budgeted rate of 3% of the Tilson Technology budget. Administrative (indirect) budget item estimated at actual and not to exceed 8%, of which 3% would reimburse Golden State Connect Authority and 5% would reimburse County for Administrative support.</p>
Total Budget (\$)	\$500,000
Project Timeline (include start and end dates, must be completed within 24 months)	October 2022 - November 2023 - (Will make every effort to accelerate project)
How will the proposed technical assistance grant support broadband infrastructure deployment to unserved and/or underserved households and businesses at speeds of at least 100 Mbps upload and download speeds?	The technical assistance grant will support the development of low-level, shovel-ready network designs for priority areas in and around unserved/underserved areas of the city. The plans will be developed in consultation with Golden State Connect Authority and overseen by UTOPIA Fiber to ensure compatibility with open-access fiber deployment model to reliably meet and exceed 100/100 Mbps speed.
Summary of consultant/staff/team experience - Upload resume qualifications separately	Every member of the Broadband Network Design consulting project team, comes with deep experience and knowledge in the network design, engineering, open-access broadband deployment, and/or project management fields.
Short description of the project suitable for posting on the Commission's web page. [see example below]	The proposed technical assistance grant will fund network design services for priority areas in and around unserved/underserved areas within the incorporated City of Oroville. The network design process will include development of Conceptual Network Designs and Cost Estimations; High-Level Design and Foundational Planning; leading to Low-Level Design and Engineering of constructible and shovel-ready project area(s) that will provide service to households and businesses that, upon completion, will reliably meet or exceed 100/100 Mbps speed. This project will be completed well within the 24-month timeline.
Other Information	The network design project(s) proposed in this grant application will advance deployment of quality broadband to a city in need of reliable connectivity for increasing health and safety reasons (wildfire, landslides, resource management, and emergency road issues), as well as for economic and quality of life reasons.
Example: Short Description of Local Agency Technical Assistance Study	
<p>The proposed technical assistance grant will fund development of a Broadband Strategic Plan for City X. This plan will outline a strategy that is expected to result in broadband infrastructure projects designed to provide service to unserved or underserved households and businesses and that are designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. This project will be completed within the 24-month timeline.</p>	

Local Agency Technical Assistance Application

PART 3. BUDGET SUMMARY						
<i>Instructions:</i> Please provide the following budget summary information for your proposed grant project. Identify each reimbursable work product expected to result from the proposed contract (if outsourcing) or project proposal (if in-house staff). Add additional space if needed.						
Applicant (Local Agency or Tribe):	City of Oroville					
Project Name:	City of Oroville Broadband Network Design					
	Year 1			Year 2		
Budget Line Item	Work Product	Work Product	Work Product	Work Product	Work Product	
Work Product Title (e.g, RFP Development, Needs Assessment, Strategic Broadband Plan)	Conceptual Network Designs and Cost Estimation	Refined High-Level Design and Foundational Planning	Low-Level Design and Engineering*			
Timeline (weeks from project start)	Weeks 1-8	Weeks 9-20	Weeks 21 -52			
Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	Cost	Cost	Cost	Cost	Cost	TOTAL
Network Design - Tilson	\$ 25,000.00	\$ 40,000.00	\$ 381,259.00			\$ 446,259.00
Network Design Management - UTOPIA Fiber	\$ 750.00	\$ 1,200.00	\$ 11,791.00			\$ 13,741.00
Total Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	\$ 25,750.00	\$ 41,200.00	\$ 393,050.00	\$ -	\$ -	\$ 460,000.00
Total Administrative Costs** (see Note)	\$ 2,060.00	\$ 3,296.00	\$ 34,644.00	\$ -	\$ -	\$ 40,000.00
TOTAL COSTS	\$ 27,810.00	\$ 44,496.00	\$ 427,694.00	\$ -	\$ -	\$ 500,000.00

*Completed at \$1.93/linear foot

**Actual or not to exceed 8% of grant - 3% GSCA and 5% City

Note:

Administrative costs are defined as indirect overhead costs attributable to a project, per generally accepted accounting principles (GAAP), and the direct cost of complying with Commission administrative and regulatory requirements related to the grant itself. Up to 15% of administrative costs may be associated with the securing or completion of reimbursable work products, other than the cost of local agency staff hours. (D.22-02-026, Attachment 1 at 2)

Local Agency Technical Assistance Application

PART 4: GEOGRAPHIC INFORMATION

Instructions: Please provide a description of the geographic location(s) that the applicant intends for service to be provided as a result of the technical assistance project(s). The CPUC requests this information since local agencies with geographically overlapping jurisdictions are encouraged to collaborate. Applicant(s) should provide as much detail on the intended geographic location(s) as possible

Information Requested	Instructions	Response
Type of Local Agency	Choose from drop down on right.	city
	Describe type of Local Agency if not in dropdown.	
Describe Project Location	Provide a short description of the intended geographic location(s) (e.g. city limits, county limits, utility service area) to assist in the review of this application.	Intended priority locations are unserved/underserved and surrounding areas within city limits. Network design process proposed (moving from
Census Block(s)	Submit as separate document and note the file name in this field (if submitting via email). The 'Data Query Tool' on CPUC's California Interactive Broadband Map can be used to export census blocks into a CSV file by manually selecting regions on the map. (https://www.broadbandmap.ca.gov/) If Census Blocks are not currently known, the Data Query Tool can also be used to create CSV files of other types of political boundaries (counties, Tribal Areas, etc.) and can be provided in a separate file. Additional information on the intended geographic location(s) can be listed in the relevant fields below.	City of Oroville Census Blocks (source: CPUC website)
	If Census Block(s) are not currently known, provide the following information on intended geographic location(s):	
	<i>County/Counties</i>	City of Oroville
	<i>City/Cities</i>	N/A
	<i>Zip Codes</i>	
	<i>Other Unique Geographic Data (describe and provide list)</i>	
Shapefile and/or Map	A shapefile and/or map of the intended geographic location(s) may be submitted as separate document(s) instead of Census Blocks. Indicate via the drop down whether a shapefile or map is included in relevant fields below:	
	<i>Shapefile included?</i>	No
	<i>Name of Shapefile (if included, "N/A" if not):</i>	N/A
	<i>Map Included?</i>	Yes
	<i>Name of Map file (if included, "N/A" if not):</i>	City of Oroville Map (source: CPUC website)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: DRAINAGE AND GRAVEL INSTALLATION PROJECT FOR THE BUTTE COUNTY SHERIFF'S MARINE UNIT HANGAR GATE ENTRANCE AREA AT THE OROVILLE AIRPORT

DATE: SEPTEMBER 20, 2022

SUMMARY

The City Council may consider approving a contract with RCI General Engineering to install culvert pipe, gravel and do miscellaneous grading for the Butte County Sheriff's Department entrance at the Oroville Municipal Airport at a cost of \$34,290.

DISCUSSION

Since July 1, 2002, the Butte County Sheriff's Office Marine Unit has been renting the hangar and office building located at the south end of Chuck Yeager Way at the Oroville Airport. This building does not have its own vehicle access because of an open drainage ditch resulting in the officers using airport gate #1 by the Fixed Base Operator (FBO) and then driving south down the airplane parking ramp between the airplanes to reach the hangar portion of the building where the boats are stored. This results in unsafe mix of vehicles and airplanes and is also degrading the asphalt airplane parking ramp that was never designed or intended to be used as a street.

Once this culvert, gravel and grading project is completed the existing access gate at the south end of Chuck Yeager Way will be replaced with a wider automatic gate that will allow the Sheriff's Department to have their own separate access to the Airport and they will no longer need to drive around the FBO and down through the airplane tiedown ramp area to get to their building with their boats and trailers. This will make the entire area safer and will prevent further damage to the ramp asphalt.

This portion of the project is expected to be completed within 60 days of the contract being signed.

FISCAL IMPACT

No impact to the General Fund. The cost of this project will be paid from the Airport Fund 400-4201-6110 Maintenance & Building Improvements.

RECOMMENDATION

Adopt Resolution No. 9096 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH RCI GENERAL ENGINEERING IN THE AMOUNT OF \$34,290.00. – AGREEMENT No. 3429.

ATTACHMENTS

1. Proposed Work Photo
2. Resolution No. 9096
3. Proposal
4. Contract/Agreement No. 3429

Attachment 1: Oroville Airport Sheriff's Department Marine Unit Hanger.



**CITY OF OROVILLE
RESOLUTION NO. 9096**

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH RCI GENERAL ENGINEERING FOR DRAINAGE IMPROVEMENTS AT THE OROVILLE AIRPORT

BE IT IS HEREBY RESOLVED, by the City Council of the City of Oroville:

- 1. The Mayor is hereby authorized and directed to execute a contract with RCI General Engineering for drainage improvements at Oroville Airport.
- 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on September 20, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Jackie Glover, Assistant City Clerk

PROJECT CONTRACT

THIS PROJECT CONTRACT (the “contract” or “Contract”), is made and entered into this 20th day of September 2022, by and between City of Oroville (referred to herein as the “Owner” or the “City”) and RCI General Engineering (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1) THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder’s Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2) THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a “good and workmanlike manner” as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

OROVILLE AIRPORT DRAINAGE AND GRAVEL INSTALLATION PROJECT

3) CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$34,290.00. In no event shall Contractor’s compensation exceed the amount of \$34,290.00 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

The City will not require a bond for this project.

4) DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5) PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of

Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6) TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 60 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7) EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, documentable delays in delivery of materials, review by outside agencies, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Two Thousand Seven Hundred Dollars (\$2700.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8) LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9) CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such

workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$2,700 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10) NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

11) DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

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

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to

each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12) CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13) SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14) INFORMATION AND REPORTS.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

15) SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

16) INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal

Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

17) RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18) BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19) TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20) INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21) CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

22) LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

b. a. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

23) ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

24) ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed on the day and year first herein written.

AGENCY: City of Oroville, A Municipal Corporation (First Party)

By: _____
Mayor, Chuck Reynolds

CONTRACTOR: RCI General Engineering (Second Party)

By: _____
(Authorized Representative) (Sign, Print Name and Official Title)

APPROVED AS TO FORM:

By: _____
City Attorney, Scott Huber

ATTEST:

By: _____
Assistant City Clerk, Jackie Glover

REVISION 2

Bid Date: 6/11/2021

Time: 5:00PM

Quote Number: SM21013B

Proposal for:

City Of Oroville Airport Improvements - Rev. #2 - 8/24/22

from

RCI General Engineering

P.O. Box 2531, Oroville, CA 95965

(530) 693-0114 Fax: (530) 534-9788

License: 1024998 Type: General Engineering



Item 4.

RCI is pleased to provide this proposal for the project indicated above.

Lock Rev. Item	Description	Quantity	Unit	Unit Price	Total Price
01	24" CMP Culvert	80	LF	203.00	16,240.00
02	Strip Vegetation / Subgrade Prep / Misc. Grading	5,000	SF	0.93	4,650.00
03	6" Thick Aggregate Base Rock With Fabric	5,000	SF	2.68	13,400.00
				Total:	<u>34,290.00</u>

Attachment Enclosed

8/26/2022 9:31 am
Estimator: Spencer Mendez

RCI General Engineering
Job Conditions - Attachment 'A'

City Of Oroville Airport Improvements - Rev. #2 - 8/24/22

TERMS:

1. Proposal good for 30 Days.
2. Proposal based on installing 16 Gauge 24" CMP culvert pipe and joining to existing RCP pipe with MarMac coupler. 2 week lead time for pipe materials after executed contract.
3. Proposal is based on installing 6" thick Recycled aggregate base rock.
4. Stripping materials to be stockpiled and left onsite.

EXCLUSIONS:

1. All items not specifically quoted.
2. Performance & Payment Bonds. Add 1.10% if bonds are required.
3. All permits.
4. All testing of any kind (compaction, permeability, air quality, water quality, contaminants).
5. Builders Risk Insurance.
6. Traffic Control.
7. Surveying.
8. SWPPP
9. Potholing / relocating underground utilities.
10. Temporary facilities for others (i.e office trailer).
11. Asbestos / Hazardous materials removal.
12. Driveway, County or State roadway restoration.
13. Water for construction use to be provided onsite.
14. Temporary Fencing.
15. Street Sweeping.
16. Tree / stump removal.
17. Demolition.
18. Fence / Gate Work.

8/26/2022 9:31AM

Estimator: Spencer Mendez

For Job: City Of Oroville Airport Improvements - Rev. #2 - 8/24/22



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

RE: AUTHORIZATION TO PURCHASE NEW COMMUNITY DEVELOPMENT VEHICLES

DATE: SEPTEMBER 20, 2022

SUMMARY

The Council will receive information regarding the purchase of (2) 2023 Ford f-150 pickup trucks and (1) 2022 Ford Explorer from Oroville Ford as budgeted in the 2022/23 Fiscal Year budget.

DISCUSSION

The Community Development Department vehicles consist of a 1997 Ford F-150 pickup used by the Building Division and a 2009 Chevy Malibu used by the Planning Division. Both vehicles currently in operation are approaching or exceeding 100,000 miles and require regular maintenance and repair to keep them on the road. Community Development will use (1) new F-150 for the Building Division, (1) F-150 for the Engineering Division and the Ford Explorer for the Planning, Building and Engineering divisions for various site visit and touring agency partners and developers.

The price quoted for the (2) Ford F-150 pickup trucks is \$43,000.00 plus fees each for a total of \$86,000.00 plus fees. There is currently funding allocated for this purchase.

The price quoted for the 2022 Ford Explorer is \$36,540.00 plus fees each for an approximate total of \$40,000. There is currently funding allocated for this purchase.

These vehicles will be purchased from the local Ford dealership, Oroville Ford. Oroville Ford has offered this vehicle to the City at State Contract bid pricing. This purchase will keep the City's dollars local.

FISCAL IMPACT

Funding for this project is currently available. Funding was included in the 2022/2023 budget.

RECOMMENDATION

Authorize the Community Development Department to purchase (2) 2023 Ford F-150 pickup trucks and (1) 2022 Ford Explorer from Oroville Ford utilizing State Contract pricing as outlined in the staff report.

ATTACHMENTS

1. Oroville Ford Sales bid, and specification sheet for vehicles



Item 5.

Stock #:

VIN

Deal#: 0006608

August 29, 2022

Vehicle Not Found
CITY OF OROVILLE

*2022 Ford Explorer
1FMSK8BB9NGB32054*

Phone: 5305382401

Salesperson: CHRISTOPHER GOODHUE

Email: lwendland@cityoforoville.org

Sale Information

Selling Price \$36,540.00
Accessories \$0.00
Rebates \$0.00
Service Contract \$0.00
Gap \$0.00
Net Trade \$0.00
Fees \$124.75

Trade Information

Trade Allowance \$0.00
Trade Payoff \$0.00
Net Trade \$0.00

Cash Option

Sales Tax \$3,021.56

Balance Due Of \$39,686.31

Finance Option

Initial Investment _____

Lease Option

Initial Investment _____

Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature: _____

Dealership Approval: _____



Order 2

Preview Order C100 - F1C - 4x2 Regular Cab: Order Summary Time of Preview: 08/11/2022 09:58:35

Dealership Name: Oroville Ford, Inc.

Sales Code : F72452

Dealer Rep.	CHRIS GOODHUE	Type	Stock	Vehicle Line	F-150	Order Code	C100
Customer Name		Priority Code	80	Model Year	2023	Price Level	320

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X2 REGULAR CAB - 122	\$34085	6010# GVWR PACKAGE	\$0
122.5 INCH WHEELBASE	\$0	CA NEW MTR VEHICLE BOARD FEES	\$0
OXFORD WHITE	\$0	CV LOT MANAGEMENT	\$0
VINYL 40/20/40 FRONT SEAT	\$0	FRONT LICENSE PLATE BRACKET	\$0
MEDIUM DARK SLATE	\$0	50 STATE EMISSIONS	\$0
EQUIPMENT GROUP 101A	\$0	AUTO START-STOP REMOVAL	\$-50
.XL SERIES	\$0	CLASS IV TRAILER HITCH	\$315
.17" SILVER STEEL WHEELS	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$595
3.3L V6 PFDI	\$0	FLEX FUEL VEHICLE	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	FUEL CHARGE	\$0
.245/70R 17 BSW ALL-SEASON	\$0	PRICED DORA	\$0
3.55 RATIO REGULAR AXLE	\$0	DESTINATION & DELIVERY	\$1795
TOTAL BASE AND OPTIONS		MSRP	
XL DISCOUNT		\$36740	
TOTAL		\$-750	
		\$35990	

Customer Name:
Customer Address:

Customer Email:
Customer Phone:



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASSIST. COMMUNITY DEVELOPMENT DIRECTOR
AMY BERGSTRAND, BUSINESS ASSISTANCE/HOUSING DEVELOPMENT DIRECTOR**

RE: TASK ORDERS FOR PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT, LLC

DATE: SEPTEMBER 20, 2022

SUMMARY

The City Council may consider approving task orders for Professional Services Agreement with Trover Construction Project Management LLC to perform construction management of City facility repair and remodel projects.

DISCUSSION

On December 21, 2021, the City Council approved a 2-year professional services agreement with Trover Construction Project Management LLC to perform owner-occupied rehabilitation contractor services for the City of Oroville Housing Rehabilitation Program as well as construction management of City facility repair and remodel projects.

Contracting with Trover Construction Project Management LLC has provided added oversight and ensured successful completion of the City’s facility repair and remodel projects and Owner-Occupied Rehabilitation Program.

Staff has budgeted for Trover Construction’s services in the 2022/23 fiscal year and below is the breakdown for each budgeted project.

City Hall Roof Replacement and Façade	\$29,350
CCC Building Roof Replacement	\$7,000
Sank Park fence	\$29,700
Kayak Kiosk	\$35,000
Convention Center (2 parts)	
Interior and façade	\$62,800
Front Accessible Path Improvements	\$50,000
Total	\$213,850

FISCAL IMPACT

Funding is available in the Community Development Block Grant (CDBG) 20-CDBG-12067 Account No. 7033-12067AD and CDBG Program Income Account No. 7071-4538453 for the Housing Rehab Program.

RECOMMENDATION

Approve Task Orders as presented.

ATTACHMENTS

Task Orders

CITY OF OROVILLE CITY HALL ROOF AND FAÇADE REPAIR

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CONSTRUCTION MANAGEMENT AGREEMENT

between
CITY OF OROVILLE
and
TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM)

This AGREEMENT is made on the _____ day of _____ in the year _____ between CITY OF OROVILLE, hereinafter called "Owner", and Trover Construction Project Management LLC, hereinafter called "CM" or "TCPM", for the following Project:

City Hall Roof and Façade Project

PROJECT DESCRIPTION:

Project encompasses re-roofing and repairing the facade of the City Hall building. Project is located at 1735 Montgomery St Oroville CA, 95965.

ARTICLE 1 - GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

- 1.1.1 This Agreement shall be governed by the laws of the State of California.
- 1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.
- 1.1.3 Owner's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by Owner as a result of CM's breach of its obligations under this Agreement.
- 1.1.4 Time is of the essence for this Agreement.
- 1.1.5 CM shall cooperate with Owner, its designees, and Contractor in furthering the interests of Owner.
- 1.1.6 CM will comply with all background check requirements of the Owner, and will comply with all COVID-related requirements including vaccination and face covering requirements.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

- 1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom CM is responsible, shall provide all services pursuant to this

Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode), and shall possess all required licenses and permits to perform the Work.

1.3 DEFINITIONS

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Construction Budget.* The term "Construction Budget" shall mean the CITY OF OROVILLE's written statement of funds available to pay for the cost of construction.

1.3.3 *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

1.3.4 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.3.5 *Contractor.* The term "Contractor" shall mean the entity or, in the case of a design build contract, a contractor and design professional team with whom Owner has contracted to construct the Work associated with this Project.

1.3.6 *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.7 *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

1.3.8 *CM.* The term "CM" shall mean the specific Owner-approved CM individual named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.3.9 *Project Program.* The term "Project Program" is a written statement of Owner's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.10 *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for Owner showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.11 *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents received from the Contractor.

1.3.12 Bidding Documents. The term "Bidding Documents" shall mean those documents prepared and furnished by Owner for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

1.3.13 Work. The term "Work" shall mean all construction, services, and other requirements of the Contract Documents, or as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations, The Work may constitute the whole or a part of the Project.

ARTICLE 2 - CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

Basic Services to be provided by CM consist of the services described in this Article 2.

2.1 CONSTRUCTION PHASE

2.1.1 CM shall assist Owner and Contractor as requested in the preparation of the pre- construction meetings

2.1.2 CM shall assist Owner and Contractor in monitoring written communications between Contractor, Owner's Administrator and Contractor(s).

2.1.3 CM shall assist Owner, in the resolution of disputes between Owner and the Contractor.

2.1.4 CM shall maintain a regular presence on site as necessary to facilitate coordination, resolve construction related issues, and provide regular written updates to Owner.

2.1.5 CM shall monitor construction activities and provide regular reporting of progress, issues, and changes to schedule, scope, and budget.

2.1.6 CM shall assist and process monthly contractor and subconsultant pay applications for Owner.

2.1.7 CM Shall assist Owner in responding to RFI's

2.1.8 CM shall maintain, monitor, and update the Cost Control System. The monthly Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost.

2.1.9 CM shall assist Owner in evaluating Contractor Change Order Requests.

2.1.10 CM shall assist in negotiations with Contractor as requested by Owner.

2.1.11 CM shall assist Owner, in obtaining back-up documentation, shop drawings, and materials submittals from Contractor.

2.1.12 CM shall assist Owner and Contractor on obtaining necessary permits with pertinent regulating bodies.

2.1.13 CM, its officers, agents, employees, subcontractors, and any persons or entities for whom CM is responsible, must provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. Owner' review, approval of, or payment for any of the Services required under this Agreement must not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, or this Agreement.

ARTICLE 3 - CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

Unless required to be performed as part of Basic Services, the services described in this Article 3 are Additional Services. These Additional Services shall be paid for by Owner, as provided in this Agreement, in addition to the compensation for Basic Services. CM shall provide Additional Services only when and as authorized in a written Amendment signed by Owner. No Additional Services shall be compensable unless so authorized. additional services shall be compensated hourly as referenced by Appendix A or via lump sum as negotiated between Owner and CM.

3.1 CONSTRUCTION PHASE as needed by client

3.3. POST-CONSTRUCTION as needed by client

3.4 GENERAL as needed by client

ARTICLE 4 - OWNERS RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 Owner will designate, in writing, an Owner Representative who will act on behalf of Owner with respect to this Agreement. CM shall accept directives only from the designated Owner Representative and not from other Owner employees. Owner may replace the designated Owner Representative at its sole option; if this replacement is made, Owner will notify CM in writing.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

4.2.1 Owner will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.2 Owner will have the right to make reasonable changes to its Bidding Documents and CM shall be bound by such changes. When such changes increase the duties of CM,

beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.3 Owner shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.4 The services, information, surveys, and reports required by this Article 4 will be furnished at Owner's expense.

4.2.5 Owner will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by Owner and CM for the performance of CM's services under this Agreement.

ARTICLE 5 - COMPENSATION

Owner will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a fee not to exceed the amount of twenty-nine thousand, three hundred fifty dollars (\$29,350.00), payable monthly, at an hourly rate as documented in the fee schedule (see Exhibit A), after the review and approval by Owner. Any change orders to the prime contract between Contractor and Owner that increases the contract amount shall increase the not to exceed amount equal to 6% of the change order amount.

5.1.2 Owner reserves the right to withhold monies for services not received as part of Basic Services and Supplemental Services unless an Amendment is issued by Owner for extension of services.

5.1.3 Owner understands that the scope of work required of the CM is difficult to define for this project and CM has developed the not to exceed price based on their professional experience and current understanding of the project scope. Should the not to exceed amount be reached prior to project completion, Owner shall authorize additional expenditures in writing should owner elect to continue to retain CM.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with the attached Rate Schedule (Exhibit A).

5.2.2 Owner reserves the right to change time and scope of the Work (Change Orders). If Owner changes either time or scope, the CM's fees shall be adjusted in

accordance with the attached Rate Schedule (Exhibit A).

5.2.3 If the duration of this Agreement exceeds or is extended by 60 calendar days through the fault of Owner, Design Professional, or Contractor and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided Owner has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by Owner and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, only actual, reasonable costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM and CM's consultants in relation to the services provided in this Agreement.

ARTICLE 6 - PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned for more than 3 consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, CM shall be compensated for all authorized services performed prior to the receipt of written notice from Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 3 consecutive months, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

6.4 INSURANCE

CM shall maintain the required insurance for its operations, including general liability insurance in an amount of at least \$1,000,000 and professional liability insurance in an

amount of at least \$1,000,000, as well as workers' compensation insurance as required by law, with an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California. CM shall provide Owner with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Owner, as evidence that the required insurance is in full force and effect. Each certificate of insurance and signed insurance policy endorsement must specifically provide verification that Owner and its directors, agents, officers, and employees have been added as additional insureds on the insurance policy being referenced. CM and any insurance company providing the insurance required by this section must waive any right of recovery or subrogation it may have against Owner.

ARTICLE 7 - CM'S RECORDS AND FILES

CM shall make files available for inspection and copying by Owner upon reasonable notice. Owner or Owner's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate workspace in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS, MATERIALS AND SYSTEMS

8.1 OWNERSHIP

All systems, materials and documents developed for and with Owner resources shall become the property of Owner, whether or not the Project for which they are developed is executed. Upon completion or termination of CM's Basic Services and Additional Services under this Agreement, CM shall promptly provide to Owner all files related in any way to the Project, including but not limited to all documents, correspondence (including internal and external correspondence), systems and materials, both electronic and hard copy format, excluding CM's internal accounting books and records addressed in Article 7. CM shall be permitted to retain copies for information and reference at CM's expense.

8.2 INDEMNIFICATION

Owner will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that Owner's or CM's use of systems, materials or documents is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 - DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising

out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but not earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties may submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules.

9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and Owner which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

.1 ARBITRATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

.2 LITIGATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same litigation.

ARTICLE 10 - EXTENT OF AGREEMENT

10.1 AUTHORITY OF AGREEMENT

10.1.1 This Agreement represents the entire and integrated agreement between Owner and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Owner and CM.

10.2 EXHIBITS

10.2.1 This Agreement includes the following exhibits attached hereto:

Exhibit A: Rate Schedule

10.3 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to make the Contractor or any Subcontractor (regardless of tier), any employee or agent of the Contractor or any Subcontractor, or any person, including Design Professional or any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between Owner and CM.

10.3.1 It is agreed that the relationship of CM to Owner is that of an independent contractor, that CM shall provide all Services under this Agreement as an independent contractor, and that CM shall not have the authority to bind or make any commitment on behalf of Owner. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between CM and Owner. As there is no agency relationship with Owner, CM and its employees are not employees of Owner and therefore not eligible for unemployment insurance, disability insurance, workers' compensation, employee benefits, and/or other stipulations of Owner' personnel policy.

10.3.2 This Agreement has been executed and delivered in the State of California and the venue will be the Plumas County and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California.

ARTICLE 11 - NOTICES

11.1 OWNER AND CM

All notices or other documents required or permitted to be given hereunder shall be personally delivered, sent by private overnight courier, or sent by certified mail, postage prepaid, return receipt requested, addressed to the parties at the address for that party on the signature page of this Agreement.

Notices sent by certified mail shall be deemed received the third business day after posting in the US Mail, and notices sent by private overnight courier shall be deemed received the first business day after delivering the same to the private overnight courier during regular business hours.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon Owner and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of Owner.

12.1 CM'S DEATH OR INCAPACITATION

12.1.1 If CM transacts business as an individual, upon CM's death or incapacitation, Owner may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither CM nor CM's estate shall have any further right to perform hereunder, and Owner shall pay CM or the estate the compensation payable under Article 5 for any services rendered prior to this termination not theretofore paid. This compensation shall be

reduced by the amount of additional costs that will be incurred by Owner by reason of this termination.

12.1.2 If CM transacts business as a corporation, partnership, sole proprietorship or other entity with more than one officer, employee, or representative accepted by the Owner as the CM, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, Owner may choose to continue services with CM and make payments to CM as though there had been no such death or incapacitation; Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons retained or employed by CM herein. If death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 13 - TERMINATION OF AGREEMENT

13.1 OWNER-INITIATED TERMINATION

13.1.1 If Owner determines that CM has failed to perform in accordance with the terms and conditions of this Agreement, Owner may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 10 days (or more, if authorized in writing by Owner) after receipt of a notice of intention to terminate from Owner specifying the failure in performance. If a termination for cause does occur, Owner will have the right to withhold monies otherwise payable to CM until the Project is completed. If Owner incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by Owner exceeds the amount withheld, CM shall be liable to Owner for the difference.

13.1.2 Owner may terminate this Agreement for convenience at any time upon written notice to CM, in which case Owner will pay CM in full for all services performed in compliance with and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.2 CM-INITIATED TERMINATION

13.2.1 CM may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to Owner, in which case Owner will pay CM in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination, minus all costs incurred by Owner in identifying, contracting with, and bringing up to date a new construction manager to manage the Work. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession

of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.3 DOCUMENTS AND MATERIALS

13.3.1 In the event of Agreement termination by either party for any reason, Owner reserves the right to receive, and CM shall promptly provide to Owner, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 6 shall not derogate from the right of Owner to receive and use such documents or materials.

14. INDEMNIFICATION

14.1 CM shall indemnify, protect, defend and hold free and harmless Owner and its board members, agents, representatives, officers, employees, and volunteers (the "Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of CM, its directors, officials, officers, employees, contractors, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement. This indemnity excludes CM's liability as to the active or sole negligence or willful misconduct of Owner.

IN WITNESS WHEREOF, THE CITY OF OROVILLE (OWNER) and TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM) have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: Trover Construction Project Management LLC

By: Name: Nick Trover Title: Owner

(Signature)

(Date)

CONSTRUCTION MANAGER ADDRESS: 974 Forest Ave Chico, CA 95928

CITY OF OROVILLE REPRESENTATIVE:

By: Name: Title:

(Signature)

(Date)

CITY OF OROVILLE ADDRESS: 1735 Montgomery Street Oroville, CA 95965

EXHIBIT A

Discipline	Hourly Rate
Project Management Services	
Project Manager	\$165.00
Assistant Project Manager	\$145.00
Project Engineer / Coordinator	\$120.00

TROVER CONSTRUCTION PROJECT MANAGEMENT FEE SCHEDULE

*VEHICULAR REIMBURSEMENT \$0.60 PER MILE

**MISC. EXPENSES CHARGED AT ACTUAL COST PLUS 10%

**CITY OF OROVILLE
CENTENNIAL CULTURAL CENTER BUILDING
ROOF REPLACEMENT AND PAINTING**

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- 12.1 CM'S DEATH OR INCAPACITATION

ARTICLE 13 - TERMINATION OF AGREEMENT

- 13.1 CITY OF OROVILLE-INITIATED TERMINATION
- 13.2 CM-INITIATED TERMINATION
- 13.3 DOCUMENTS AND MATERIALS

CONSTRUCTION MANAGEMENT AGREEMENT

between
CITY OF OROVILLE
and
TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM)

This AGREEMENT is made on the _____ day of _____ in the year _____ between CITY OF OROVILLE, hereinafter called "Owner", and Trover Construction Project Management LLC, hereinafter called "CM" or "TCPM", for the following Project:

Centennial Cultural Center Roof and Paint Project

PROJECT DESCRIPTION:

Project encompasses re-roofing and painting the facade of the Centennial Cultural Center building. Project is located at 1931 Arlin Rhine St Oroville CA, 95965.

ARTICLE 1 - GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

- 1.1.1 This Agreement shall be governed by the laws of the State of California.
- 1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.
- 1.1.3 Owner's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by Owner as a result of CM's breach of its obligations under this Agreement.
- 1.1.4 Time is of the essence for this Agreement.
- 1.1.5 CM shall cooperate with Owner, its designees, and Contractor in furthering the interests of Owner.
- 1.1.6 CM will comply with all background check requirements of the Owner, and will comply with all COVID-related requirements including vaccination and face covering requirements.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

- 1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any

persons or entities for whom CM is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode), and shall possess all required licenses and permits to perform the Work.

1.3 DEFINITIONS

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Construction Budget.* The term "Construction Budget" shall mean the CITY OF OROVILLE's written statement of funds available to pay for the cost of construction.

1.3.3 *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

1.3.4 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.3.5 *Contractor.* The term "Contractor" shall mean the entity or, in the case of a design build contract, a contractor and design professional team with whom Owner has contracted to construct the Work associated with this Project.

1.3.6 *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.7 *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

1.3.8 *CM.* The term "CM" shall mean the specific Owner-approved CM individual named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.3.9 *Project Program.* The term "Project Program" is a written statement of Owner's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.10 *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for Owner showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

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received from the Contractor.

1.3.12 Bidding Documents. The term "Bidding Documents" shall mean those documents prepared and furnished by Owner for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

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2.1.1 CM shall assist Owner and Contractor as requested in the preparation of the pre- construction meetings

2.1.2 CM shall assist Owner and Contractor in monitoring written communications between Contractor, Owner's Administrator and Contractor(s).

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2.1.5 CM shall monitor construction activities and provide regular reporting of progress, issues, and changes to schedule, scope, and budget.

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2.1.7 CM Shall assist Owner in responding to RFI's

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2.1.10 CM shall assist in negotiations with Contractor as requested by Owner.

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2.1.12 CM shall assist Owner and Contractor on obtaining necessary permits with pertinent regulating bodies.

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ARTICLE 3 - CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

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3.1 CONSTRUCTION PHASE as needed by client

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3.4 GENERAL as needed by client

ARTICLE 4 - OWNERS RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 Owner will designate, in writing, an Owner Representative who will act on behalf of Owner with respect to this Agreement. CM shall accept directives only from the designated Owner Representative and not from other Owner employees. Owner may replace the designated Owner Representative at its sole option; if this replacement is made, Owner will notify CM in writing.

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4.2.1 Owner will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.2 Owner will have the right to make reasonable changes to its Bidding Documents

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4.2.5 Owner will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by Owner and CM for the performance of CM's services under this Agreement.

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Owner will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a fee not to exceed the amount of seven thousand dollars (\$7,000.00), payable monthly, at an hourly rate as documented in the fee schedule (see Exhibit A), after the review and approval by Owner. Any change orders to the prime contract between Contractor and Owner that increases the contract amount shall increase the not to exceed amount equal to 6% of the change order amount.

5.1.2 Owner reserves the right to withhold monies for services not received as part of Basic Services and Supplemental Services unless an Amendment is issued by Owner for extension of services.

5.1.3 Owner understands that the scope of work required of the CM is difficult to define for this project and CM has developed the not to exceed price based on their professional experience and current understanding of the project scope. Should the not to exceed amount be reached prior to project completion, Owner shall authorize additional expenditures in writing should owner elect to continue to retain CM.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with the attached Rate Schedule (Exhibit A).

5.2.2 Owner reserves the right to change time and scope of the Work (Change

Orders). If Owner changes either time or scope, the CM's fees shall be adjusted in accordance with the attached Rate Schedule (Exhibit A).

5.2.3 If the duration of this Agreement exceeds or is extended by 60 calendar days through the fault of Owner, Design Professional, or Contractor and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided Owner has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by Owner and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, only actual, reasonable costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM and CM's consultants in relation to the services provided in this Agreement.

ARTICLE 6 - PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned for more than 3 consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, CM shall be compensated for all authorized services performed prior to the receipt of written notice from Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 3 consecutive months, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

6.4 INSURANCE

CM shall maintain the required insurance for its operations, including general liability

insurance in an amount of at least \$1,000,000 and professional liability insurance in an amount of at least \$1,000,000, as well as workers' compensation insurance as required by law, with an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California. CM shall provide Owner with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Owner, as evidence that the required insurance is in full force and effect. Each certificate of insurance and signed insurance policy endorsement must specifically provide verification that Owner and its directors, agents, officers, and employees have been added as additional insureds on the insurance policy being referenced. CM and any insurance company providing the insurance required by this section must waive any right of recovery or subrogation it may have against Owner.

ARTICLE 7 - CM'S RECORDS AND FILES

CM shall make files available for inspection and copying by Owner upon reasonable notice. Owner or Owner's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate workspace in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS, MATERIALS AND SYSTEMS

8.1 OWNERSHIP

All systems, materials and documents developed for and with Owner resources shall become the property of Owner, whether or not the Project for which they are developed is executed. Upon completion or termination of CM's Basic Services and Additional Services under this Agreement, CM shall promptly provide to Owner all files related in any way to the Project, including but not limited to all documents, correspondence (including internal and external correspondence), systems and materials, both electronic and hard copy format, excluding CM's internal accounting books and records addressed in Article 7. CM shall be permitted to retain copies for information and reference at CM's expense.

8.2 INDEMNIFICATION

Owner will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that Owner's or CM's use of systems, materials or documents is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 - DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but not earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties may submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules.

9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and Owner which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

.1 ARBITRATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

.2 LITIGATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same litigation.

ARTICLE 10 - EXTENT OF AGREEMENT

10.1 AUTHORITY OF AGREEMENT

10.1.1 This Agreement represents the entire and integrated agreement between Owner and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Owner and CM.

10.2 EXHIBITS

10.2.1 This Agreement includes the following exhibits attached hereto:

Exhibit A: Rate Schedule

10.3 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to make the Contractor or any Subcontractor (regardless of tier), any employee or agent of the Contractor or any Subcontractor, or any person, including Design Professional or any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between Owner and CM.

10.3.1 It is agreed that the relationship of CM to Owner is that of an independent contractor, that CM shall provide all Services under this Agreement as an independent contractor, and that CM shall not have the authority to bind or make any commitment on behalf of Owner. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between CM and Owner. As there is no agency relationship with Owner, CM and its employees are not employees of Owner and therefore not eligible for unemployment insurance, disability insurance, workers' compensation, employee benefits, and/or other stipulations of Owner' personnel policy.

10.3.2 This Agreement has been executed and delivered in the State of California and the venue will be the Plumas County and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California.

ARTICLE 11 - NOTICES

11.1 OWNER AND CM

All notices or other documents required or permitted to be given hereunder shall be personally delivered, sent by private overnight courier, or sent by certified mail, postage prepaid, return receipt requested, addressed to the parties at the address for that party on the signature page of this Agreement.

Notices sent by certified mail shall be deemed received the third business day after posting in the US Mail, and notices sent by private overnight courier shall be deemed received the first business day after delivering the same to the private overnight courier during regular business hours.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon Owner and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of Owner.

12.1 CM'S DEATH OR INCAPACITATION

12.1.1 If CM transacts business as an individual, upon CM's death or incapacitation, Owner may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither CM nor CM's estate shall have any further right to perform hereunder, and Owner shall pay CM or the estate the compensation payable under Article 5 for any

services rendered prior to this termination not theretofore paid. This compensation shall be reduced by the amount of additional costs that will be incurred by Owner by reason of this termination.

12.1.2 If CM transacts business as a corporation, partnership, sole proprietorship or other entity with more than one officer, employee, or representative accepted by the Owner as the CM, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, Owner may choose to continue services with CM and make payments to CM as though there had been no such death or incapacitation; Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons retained or employed by CM herein. If death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 13 - TERMINATION OF AGREEMENT

13.1 OWNER-INITIATED TERMINATION

13.1.1 If Owner determines that CM has failed to perform in accordance with the terms and conditions of this Agreement, Owner may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 10 days (or more, if authorized in writing by Owner) after receipt of a notice of intention to terminate from Owner specifying the failure in performance. If a termination for cause does occur, Owner will have the right to withhold monies otherwise payable to CM until the Project is completed. If Owner incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by Owner exceeds the amount withheld, CM shall be liable to Owner for the difference.

13.1.2 Owner may terminate this Agreement for convenience at any time upon written notice to CM, in which case Owner will pay CM in full for all services performed in compliance with and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.2 CM-INITIATED TERMINATION

13.2.1 CM may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to Owner, in which case Owner will pay CM in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination, minus all costs incurred by Owner in identifying, contracting with, and bringing up to date a new construction manager to manage the Work. In ascertaining the services actually rendered to the date of termination, consideration will be given to both

completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.3 DOCUMENTS AND MATERIALS

13.3.1 In the event of Agreement termination by either party for any reason, Owner reserves the right to receive, and CM shall promptly provide to Owner, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 6 shall not derogate from the right of Owner to receive and use such documents or materials.

14. INDEMNIFICATION

14.1 CM shall indemnify, protect, defend and hold free and harmless Owner and its board members, agents, representatives, officers, employees, and volunteers (the "Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of CM, its directors, officials, officers, employees, contractors, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement. This indemnity excludes CM's liability as to the active or sole negligence or willful misconduct of Owner.

IN WITNESS WHEREOF, THE CITY OF OROVILLE (OWNER) and TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM) have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: Trover Construction Project Management LLC

By: Name: Nick Trover Title: Owner

(Signature)

(Date)

CONSTRUCTION MANAGER ADDRESS: 974 Forest Ave Chico, CA 95928

CITY OF OROVILLE REPRESENTATIVE:

By: Name: Title:

(Signature)

(Date)

CITY OF OROVILLE ADDRESS: 1735 Montgomery Street Oroville, CA 95965

EXHIBIT A

Discipline	Hourly Rate
Project Management Services	
Project Manager	\$165.00
Assistant Project Manager	\$145.00
Project Engineer / Coordinator	\$120.00

TROVER CONSTRUCTION PROJECT MANAGEMENT FEE SCHEDULE

*VEHICULAR REIMBURSEMENT \$0.60 PER MILE

**MISC. EXPENSES CHARGED AT ACTUAL COST PLUS 10%

**CITY OF OROVILLE
CONVENTION CENTER EXTERIOR ADA IMPROVEMNTS PROJECT**

**CONSTRUCTION MANAGEMENT AGREEMENT
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CONSTRUCTION MANAGEMENT AGREEMENT

between

CITY OF OROVILLE

and

TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM)

This AGREEMENT is made on the _____ day of _____ in the _____ year _____ between CITY OF OROVILLE, hereinafter called "Owner", and Trover Construction Project Management LLC, hereinafter called "CM" or "TCPM", for the following Project:

Convention Center Exterior ADA Improvements Project

PROJECT DESCRIPTION:

Project encompasses demoing existing exterior stairs and flatwork, installation of new stairs, ramp and lighting to meet current ADA requirements. Project is located at 1200 Meyers St Oroville CA, 95965.

ARTICLE 1 - GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

- 1.1.1 This Agreement shall be governed by the laws of the State of California.
- 1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.
- 1.1.3 Owner's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by Owner as a result of CM's breach of its obligations under this Agreement.
- 1.1.4 Time is of the essence for this Agreement.
- 1.1.5 CM shall cooperate with Owner, its designees, and Contractor in furthering the interests of Owner.
- 1.1.6 CM will comply with all background check requirements of the Owner, and will comply with all COVID-related requirements including vaccination and face covering requirements.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

- 1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any

persons or entities for whom CM is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode), and shall possess all required licenses and permits to perform the Work.

1.3 DEFINITIONS

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Construction Budget.* The term "Construction Budget" shall mean the CITY OF OROVILLE's written statement of funds available to pay for the cost of construction.

1.3.3 *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

1.3.4 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.3.5 *Contractor.* The term "Contractor" shall mean the entity or, in the case of a design build contract, a contractor and design professional team with whom Owner has contracted to construct the Work associated with this Project.

1.3.6 *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.7 *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

1.3.8 *CM.* The term "CM" shall mean the specific Owner-approved CM individual named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.3.9 *Project Program.* The term "Project Program" is a written statement of Owner's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.10 *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for Owner showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.11 *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents

received from the Contractor.

1.3.12 Bidding Documents. The term "Bidding Documents" shall mean those documents prepared and furnished by Owner for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

1.3.13 Work. The term "Work" shall mean all construction, services, and other requirements of the Contract Documents, or as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations, The Work may constitute the whole or a part of the Project.

ARTICLE 2 - CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

Basic Services to be provided by CM consist of the services described in this Article 2.

2.1 CONSTRUCTION PHASE

2.1.1 CM shall assist Owner and Contractor as requested in the preparation of the pre- construction meetings

2.1.2 CM shall assist Owner and Contractor in monitoring written communications between Contractor, Owner's Administrator and Contractor(s).

2.1.3 CM shall assist Owner, in the resolution of disputes between Owner and the Contractor.

2.1.4 CM shall maintain a regular presence on site as necessary to facilitate coordination, resolve construction related issues, and provide regular written updates to Owner.

2.1.5 CM shall monitor construction activities and provide regular reporting of progress, issues, and changes to schedule, scope, and budget.

2.1.6 CM shall assist and process monthly contractor and subconsultant pay applications for Owner.

2.1.7 CM Shall assist Owner in responding to RFI's

2.1.8 CM shall maintain, monitor, and update the Cost Control System. The monthly Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost.

2.1.9 CM shall assist Owner in evaluating Contractor Change Order Requests.

2.1.10 CM shall assist in negotiations with Contractor as requested by Owner.

2.1.11 CM shall assist Owner, in obtaining back-up documentation, shop drawings, and materials submittals from Contractor.

2.1.12 CM shall assist Owner and Contractor on obtaining necessary permits with pertinent regulating bodies.

2.1.13 CM, its officers, agents, employees, subcontractors, and any persons or entities for whom CM is responsible, must provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. Owner' review, approval of, or payment for any of the Services required under this Agreement must not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, or this Agreement.

ARTICLE 3 - CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

Unless required to be performed as part of Basic Services, the services described in this Article 3 are Additional Services. These Additional Services shall be paid for by Owner, as provided in this Agreement, in addition to the compensation for Basic Services. CM shall provide Additional Services only when and as authorized in a written Amendment signed by Owner. No Additional Services shall be compensable unless so authorized. additional services shall be compensated hourly as referenced by Appendix A or via lump sum as negotiated between Owner and CM.

3.1 CONSTRUCTION PHASE as needed by client

3.3. POST-CONSTRUCTION as needed by client

3.4 GENERAL as needed by client

ARTICLE 4 - OWNERS RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 Owner will designate, in writing, an Owner Representative who will act on behalf of Owner with respect to this Agreement. CM shall accept directives only from the designated Owner Representative and not from other Owner employees. Owner may replace the designated Owner Representative at its sole option; if this replacement is made, Owner will notify CM in writing.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

4.2.1 Owner will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.2 Owner will have the right to make reasonable changes to its Bidding Documents

and CM shall be bound by such changes. When such changes increase the duties of CM, beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.3 Owner shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.4 The services, information, surveys, and reports required by this Article 4 will be furnished at Owner's expense.

4.2.5 Owner will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by Owner and CM for the performance of CM's services under this Agreement.

ARTICLE 5 - COMPENSATION

Owner will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a fee not to exceed the amount of fifty thousand dollars (\$50,000.00), payable monthly, at an hourly rate as documented in the fee schedule (see Exhibit A), after the review and approval by Owner. Any change orders to the prime contract between Contractor and Owner that increases the contract amount shall increase the not to exceed amount equal to 6% of the change order amount.

5.1.2 Owner reserves the right to withhold monies for services not received as part of Basic Services and Supplemental Services unless an Amendment is issued by Owner for extension of services.

5.1.3 Owner understands that the scope of work required of the CM is difficult to define for this project and CM has developed the not to exceed price based on their professional experience and current understanding of the project scope. Should the not to exceed amount be reached prior to project completion, Owner shall authorize additional expenditures in writing should owner elect to continue to retain CM.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with the attached Rate Schedule (Exhibit A).

5.2.2 Owner reserves the right to change time and scope of the Work (Change

Orders). If Owner changes either time or scope, the CM's fees shall be adjusted in accordance with the attached Rate Schedule (Exhibit A).

5.2.3 If the duration of this Agreement exceeds or is extended by 60 calendar days through the fault of Owner, Design Professional, or Contractor and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided Owner has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by Owner and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, only actual, reasonable costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM and CM's consultants in relation to the services provided in this Agreement.

ARTICLE 6 - PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned for more than 3 consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, CM shall be compensated for all authorized services performed prior to the receipt of written notice from Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 3 consecutive months, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

6.4 INSURANCE

CM shall maintain the required insurance for its operations, including general liability

insurance in an amount of at least \$1,000,000 and professional liability insurance in an amount of at least \$1,000,000, as well as workers' compensation insurance as required by law, with an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California. CM shall provide Owner with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Owner, as evidence that the required insurance is in full force and effect. Each certificate of insurance and signed insurance policy endorsement must specifically provide verification that Owner and its directors, agents, officers, and employees have been added as additional insureds on the insurance policy being referenced. CM and any insurance company providing the insurance required by this section must waive any right of recovery or subrogation it may have against Owner.

ARTICLE 7 - CM'S RECORDS AND FILES

CM shall make files available for inspection and copying by Owner upon reasonable notice. Owner or Owner's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate workspace in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS, MATERIALS AND SYSTEMS

8.1 OWNERSHIP

All systems, materials and documents developed for and with Owner resources shall become the property of Owner, whether or not the Project for which they are developed is executed. Upon completion or termination of CM's Basic Services and Additional Services under this Agreement, CM shall promptly provide to Owner all files related in any way to the Project, including but not limited to all documents, correspondence (including internal and external correspondence), systems and materials, both electronic and hard copy format, excluding CM's internal accounting books and records addressed in Article 7. CM shall be permitted to retain copies for information and reference at CM's expense.

8.2 INDEMNIFICATION

Owner will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that Owner's or CM's use of systems, materials or documents is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 - DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but not earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties may submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules.

9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and Owner which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

.1 ARBITRATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

.2 LITIGATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same litigation.

ARTICLE 10 - EXTENT OF AGREEMENT

10.1 AUTHORITY OF AGREEMENT

10.1.1 This Agreement represents the entire and integrated agreement between Owner and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Owner and CM.

10.2 EXHIBITS

10.2.1 This Agreement includes the following exhibits attached hereto:

Exhibit A: Rate Schedule

10.3 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to make the Contractor or any Subcontractor (regardless of tier), any employee or agent of the Contractor or any Subcontractor, or any person, including Design Professional or any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between Owner and CM.

10.3.1 It is agreed that the relationship of CM to Owner is that of an independent contractor, that CM shall provide all Services under this Agreement as an independent contractor, and that CM shall not have the authority to bind or make any commitment on behalf of Owner. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between CM and Owner. As there is no agency relationship with Owner, CM and its employees are not employees of Owner and therefore not eligible for unemployment insurance, disability insurance, workers' compensation, employee benefits, and/or other stipulations of Owner' personnel policy.

10.3.2 This Agreement has been executed and delivered in the State of California and the venue will be the Plumas County and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California.

ARTICLE 11 - NOTICES

11.1 OWNER AND CM

All notices or other documents required or permitted to be given hereunder shall be personally delivered, sent by private overnight courier, or sent by certified mail, postage prepaid, return receipt requested, addressed to the parties at the address for that party on the signature page of this Agreement.

Notices sent by certified mail shall be deemed received the third business day after posting in the US Mail, and notices sent by private overnight courier shall be deemed received the first business day after delivering the same to the private overnight courier during regular business hours.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon Owner and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of Owner.

12.1 CM'S DEATH OR INCAPACITATION

12.1.1 If CM transacts business as an individual, upon CM's death or incapacitation, Owner may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither CM nor CM's estate shall have any further right to perform hereunder, and Owner shall pay CM or the estate the compensation payable under Article 5 for any

services rendered prior to this termination not theretofore paid. This compensation shall be reduced by the amount of additional costs that will be incurred by Owner by reason of this termination.

12.1.2 If CM transacts business as a corporation, partnership, sole proprietorship or other entity with more than one officer, employee, or representative accepted by the Owner as the CM, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, Owner may choose to continue services with CM and make payments to CM as though there had been no such death or incapacitation; Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons retained or employed by CM herein. If death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 13 - TERMINATION OF AGREEMENT

13.1 OWNER-INITIATED TERMINATION

13.1.1 If Owner determines that CM has failed to perform in accordance with the terms and conditions of this Agreement, Owner may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 10 days (or more, if authorized in writing by Owner) after receipt of a notice of intention to terminate from Owner specifying the failure in performance. If a termination for cause does occur, Owner will have the right to withhold monies otherwise payable to CM until the Project is completed. If Owner incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by Owner exceeds the amount withheld, CM shall be liable to Owner for the difference.

13.1.2 Owner may terminate this Agreement for convenience at any time upon written notice to CM, in which case Owner will pay CM in full for all services performed in compliance with and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.2 CM-INITIATED TERMINATION

13.2.1 CM may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to Owner, in which case Owner will pay CM in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination, minus all costs incurred by Owner in identifying, contracting with, and bringing up to date a new construction manager to manage the Work. In ascertaining the services actually rendered to the date of termination, consideration will be given to both

completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.3 DOCUMENTS AND MATERIALS

13.3.1 In the event of Agreement termination by either party for any reason, Owner reserves the right to receive, and CM shall promptly provide to Owner, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 6 shall not derogate from the right of Owner to receive and use such documents or materials.

14. INDEMNIFICATION

14.1 CM shall indemnify, protect, defend and hold free and harmless Owner and its board members ,agents, representatives, officers, employees, and volunteers (the “Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of CM, its directors, officials, officers, employees, contractors, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement. This indemnity excludes CM’s liability as to the active or sole negligence or willful misconduct of Owner.

IN WITNESS WHEREOF, THE CITY OF OROVILLE (OWNER) and TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM) have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: Trover Construction Project Management LLC

By: Name: Nick Trover Title: Owner

(Signature)

(Date)

CONSTRUCTION MANAGER ADDRESS: 974 Forest Ave Chico, CA 95928

CITY OF OROVILLE REPRESENTATIVE:

By: Name: Title:

(Signature)

(Date)

CITY OF OROVILLE ADDRESS: 1735 Montgomery Street Oroville, CA 95965

EXHIBIT A

Discipline	Hourly Rate
Project Management Services	
Project Manager	\$165.00
Assistant Project Manager	\$145.00
Project Engineer / Coordinator	\$120.00

TROVER CONSTRUCTION PROJECT MANAGEMENT FEE SCHEDULE

*VEHICULAR REIMBURSEMENT \$0.60 PER MILE

**MISC. EXPENSES CHARGED AT ACTUAL COST PLUS 10%

**CITY OF OROVILLE
CONVENTION CENTER INTERIOR AND FAÇADE RENOVATION PROJECT**

**CONSTRUCTION MANAGEMENT AGREEMENT
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CONSTRUCTION MANAGEMENT AGREEMENT

between

CITY OF OROVILLE

and

TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM)

This AGREEMENT is made on the _____ day of _____ in _____ the _____ year _____ between CITY OF OROVILLE, hereinafter called "Owner", and Trover Construction Project Management LLC, hereinafter called "CM" or "TCPM", for the following Project:

Convention Center Interior and Façade Renovation Project

PROJECT DESCRIPTION:

Project encompasses remodeling the previously demolished bathrooms, construction of ADA accommodations and remodeling the façade and entry area. Project is located at 1200 Meyers St Oroville CA, 95965.

ARTICLE 1 - GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

- 1.1.1 This Agreement shall be governed by the laws of the State of California.
- 1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.
- 1.1.3 Owner's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by Owner as a result of CM's breach of its obligations under this Agreement.
- 1.1.4 Time is of the essence for this Agreement.
- 1.1.5 CM shall cooperate with Owner, its designees, and Contractor in furthering the interests of Owner.
- 1.1.6 CM will comply with all background check requirements of the Owner, and will comply with all COVID-related requirements including vaccination and face covering requirements.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

- 1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any

persons or entities for whom CM is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode), and shall possess all required licenses and permits to perform the Work.

1.3 DEFINITIONS

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Construction Budget.* The term "Construction Budget" shall mean the CITY OF OROVILLE's written statement of funds available to pay for the cost of construction.

1.3.3 *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

1.3.4 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.3.5 *Contractor.* The term "Contractor" shall mean the entity or, in the case of a design build contract, a contractor and design professional team with whom Owner has contracted to construct the Work associated with this Project.

1.3.6 *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.7 *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

1.3.8 *CM.* The term "CM" shall mean the specific Owner-approved CM individual named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.3.9 *Project Program.* The term "Project Program" is a written statement of Owner's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.10 *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for Owner showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.11 *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents

received from the Contractor.

1.3.12 Bidding Documents. The term "Bidding Documents" shall mean those documents prepared and furnished by Owner for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

1.3.13 Work. The term "Work" shall mean all construction, services, and other requirements of the Contract Documents, or as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations, The Work may constitute the whole or a part of the Project.

ARTICLE 2 - CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

Basic Services to be provided by CM consist of the services described in this Article 2.

2.1 CONSTRUCTION PHASE

2.1.1 CM shall assist Owner and Contractor as requested in the preparation of the pre- construction meetings

2.1.2 CM shall assist Owner and Contractor in monitoring written communications between Contractor, Owner's Administrator and Contractor(s).

2.1.3 CM shall assist Owner, in the resolution of disputes between Owner and the Contractor.

2.1.4 CM shall maintain a regular presence on site as necessary to facilitate coordination, resolve construction related issues, and provide regular written updates to Owner.

2.1.5 CM shall monitor construction activities and provide regular reporting of progress, issues, and changes to schedule, scope, and budget.

2.1.6 CM shall assist and process monthly contractor and subconsultant pay applications for Owner.

2.1.7 CM Shall assist Owner in responding to RFI's

2.1.8 CM shall maintain, monitor, and update the Cost Control System. The monthly Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost.

2.1.9 CM shall assist Owner in evaluating Contractor Change Order Requests.

2.1.10 CM shall assist in negotiations with Contractor as requested by Owner.

2.1.11 CM shall assist Owner, in obtaining back-up documentation, shop drawings, and materials submittals from Contractor.

2.1.12 CM shall assist Owner and Contractor on obtaining necessary permits with pertinent regulating bodies.

2.1.13 CM, its officers, agents, employees, subcontractors, and any persons or entities for whom CM is responsible, must provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. Owner' review, approval of, or payment for any of the Services required under this Agreement must not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, or this Agreement.

ARTICLE 3 - CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

Unless required to be performed as part of Basic Services, the services described in this Article 3 are Additional Services. These Additional Services shall be paid for by Owner, as provided in this Agreement, in addition to the compensation for Basic Services. CM shall provide Additional Services only when and as authorized in a written Amendment signed by Owner. No Additional Services shall be compensable unless so authorized. additional services shall be compensated hourly as referenced by Appendix A or via lump sum as negotiated between Owner and CM.

3.1 CONSTRUCTION PHASE as needed by client

3.3. POST-CONSTRUCTION as needed by client

3.4 GENERAL as needed by client

ARTICLE 4 - OWNERS RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 Owner will designate, in writing, an Owner Representative who will act on behalf of Owner with respect to this Agreement. CM shall accept directives only from the designated Owner Representative and not from other Owner employees. Owner may replace the designated Owner Representative at its sole option; if this replacement is made, Owner will notify CM in writing.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

4.2.1 Owner will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.2 Owner will have the right to make reasonable changes to its Bidding Documents

and CM shall be bound by such changes. When such changes increase the duties of CM, beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.3 Owner shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.4 The services, information, surveys, and reports required by this Article 4 will be furnished at Owner's expense.

4.2.5 Owner will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by Owner and CM for the performance of CM's services under this Agreement.

ARTICLE 5 - COMPENSATION

Owner will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a fee not to exceed the amount of sixty-two thousand, eight hundred dollars (\$62,800.00), payable monthly, at an hourly rate as documented in the fee schedule (see Exhibit A), after the review and approval by Owner. Any change orders to the prime contract between Contractor and Owner that increases the contract amount shall increase the not to exceed amount equal to 6% of the change order amount.

5.1.2 Owner reserves the right to withhold monies for services not received as part of Basic Services and Supplemental Services unless an Amendment is issued by Owner for extension of services.

5.1.3 Owner understands that the scope of work required of the CM is difficult to define for this project and CM has developed the not to exceed price based on their professional experience and current understanding of the project scope. Should the not to exceed amount be reached prior to project completion, Owner shall authorize additional expenditures in writing should owner elect to continue to retain CM.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with the attached Rate Schedule (Exhibit A).

5.2.2 Owner reserves the right to change time and scope of the Work (Change

Orders). If Owner changes either time or scope, the CM's fees shall be adjusted in accordance with the attached Rate Schedule (Exhibit A).

5.2.3 If the duration of this Agreement exceeds or is extended by 60 calendar days through the fault of Owner, Design Professional, or Contractor and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided Owner has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by Owner and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, only actual, reasonable costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM and CM's consultants in relation to the services provided in this Agreement.

ARTICLE 6 - PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned for more than 3 consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, CM shall be compensated for all authorized services performed prior to the receipt of written notice from Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 3 consecutive months, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

6.4 INSURANCE

CM shall maintain the required insurance for its operations, including general liability

insurance in an amount of at least \$1,000,000 and professional liability insurance in an amount of at least \$1,000,000, as well as workers' compensation insurance as required by law, with an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California. CM shall provide Owner with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Owner, as evidence that the required insurance is in full force and effect. Each certificate of insurance and signed insurance policy endorsement must specifically provide verification that Owner and its directors, agents, officers, and employees have been added as additional insureds on the insurance policy being referenced. CM and any insurance company providing the insurance required by this section must waive any right of recovery or subrogation it may have against Owner.

ARTICLE 7 - CM'S RECORDS AND FILES

CM shall make files available for inspection and copying by Owner upon reasonable notice. Owner or Owner's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate workspace in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS, MATERIALS AND SYSTEMS

8.1 OWNERSHIP

All systems, materials and documents developed for and with Owner resources shall become the property of Owner, whether or not the Project for which they are developed is executed. Upon completion or termination of CM's Basic Services and Additional Services under this Agreement, CM shall promptly provide to Owner all files related in any way to the Project, including but not limited to all documents, correspondence (including internal and external correspondence), systems and materials, both electronic and hard copy format, excluding CM's internal accounting books and records addressed in Article 7. CM shall be permitted to retain copies for information and reference at CM's expense.

8.2 INDEMNIFICATION

Owner will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that Owner's or CM's use of systems, materials or documents is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 - DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but not earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties may submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules.

9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and Owner which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

.1 ARBITRATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

.2 LITIGATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same litigation.

ARTICLE 10 - EXTENT OF AGREEMENT

10.1 AUTHORITY OF AGREEMENT

10.1.1 This Agreement represents the entire and integrated agreement between Owner and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Owner and CM.

10.2 EXHIBITS

10.2.1 This Agreement includes the following exhibits attached hereto:

Exhibit A: Rate Schedule

10.3 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to make the Contractor or any Subcontractor (regardless of tier), any employee or agent of the Contractor or any Subcontractor, or any person, including Design Professional or any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between Owner and CM.

10.3.1 It is agreed that the relationship of CM to Owner is that of an independent contractor, that CM shall provide all Services under this Agreement as an independent contractor, and that CM shall not have the authority to bind or make any commitment on behalf of Owner. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between CM and Owner. As there is no agency relationship with Owner, CM and its employees are not employees of Owner and therefore not eligible for unemployment insurance, disability insurance, workers' compensation, employee benefits, and/or other stipulations of Owner' personnel policy.

10.3.2 This Agreement has been executed and delivered in the State of California and the venue will be the Plumas County and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California.

ARTICLE 11 - NOTICES

11.1 OWNER AND CM

All notices or other documents required or permitted to be given hereunder shall be personally delivered, sent by private overnight courier, or sent by certified mail, postage prepaid, return receipt requested, addressed to the parties at the address for that party on the signature page of this Agreement.

Notices sent by certified mail shall be deemed received the third business day after posting in the US Mail, and notices sent by private overnight courier shall be deemed received the first business day after delivering the same to the private overnight courier during regular business hours.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon Owner and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of Owner.

12.1 CM'S DEATH OR INCAPACITATION

12.1.1 If CM transacts business as an individual, upon CM's death or incapacitation, Owner may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither CM nor CM's estate shall have any further right to perform hereunder, and Owner shall pay CM or the estate the compensation payable under Article 5 for any

services rendered prior to this termination not theretofore paid. This compensation shall be reduced by the amount of additional costs that will be incurred by Owner by reason of this termination.

12.1.2 If CM transacts business as a corporation, partnership, sole proprietorship or other entity with more than one officer, employee, or representative accepted by the Owner as the CM, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, Owner may choose to continue services with CM and make payments to CM as though there had been no such death or incapacitation; Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons retained or employed by CM herein. If death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 13 - TERMINATION OF AGREEMENT

13.1 OWNER-INITIATED TERMINATION

13.1.1 If Owner determines that CM has failed to perform in accordance with the terms and conditions of this Agreement, Owner may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 10 days (or more, if authorized in writing by Owner) after receipt of a notice of intention to terminate from Owner specifying the failure in performance. If a termination for cause does occur, Owner will have the right to withhold monies otherwise payable to CM until the Project is completed. If Owner incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by Owner exceeds the amount withheld, CM shall be liable to Owner for the difference.

13.1.2 Owner may terminate this Agreement for convenience at any time upon written notice to CM, in which case Owner will pay CM in full for all services performed in compliance with and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.2 CM-INITIATED TERMINATION

13.2.1 CM may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to Owner, in which case Owner will pay CM in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination, minus all costs incurred by Owner in identifying, contracting with, and bringing up to date a new construction manager to manage the Work. In ascertaining the services actually rendered to the date of termination, consideration will be given to both

completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.3 DOCUMENTS AND MATERIALS

13.3.1 In the event of Agreement termination by either party for any reason, Owner reserves the right to receive, and CM shall promptly provide to Owner, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 6 shall not derogate from the right of Owner to receive and use such documents or materials.

14. INDEMNIFICATION

14.1 CM shall indemnify, protect, defend and hold free and harmless Owner and its board members, agents, representatives, officers, employees, and volunteers (the "Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of CM, its directors, officials, officers, employees, contractors, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement. This indemnity excludes CM's liability as to the active or sole negligence or willful misconduct of Owner.

IN WITNESS WHEREOF, THE CITY OF OROVILLE (OWNER) and TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM) have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: Trover Construction Project Management LLC

By: Name: Nick Trover Title: Owner

(Signature)

(Date)

CONSTRUCTION MANAGER ADDRESS: 974 Forest Ave Chico, CA 95928

CITY OF OROVILLE REPRESENTATIVE:

By: Name: Title:

(Signature)

(Date)

CITY OF OROVILLE ADDRESS: 1735 Montgomery Street Oroville, CA 95965

EXHIBIT A

Discipline	Hourly Rate
Project Management Services	
Project Manager	\$165.00
Assistant Project Manager	\$145.00
Project Engineer / Coordinator	\$120.00

TROVER CONSTRUCTION PROJECT MANAGEMENT FEE SCHEDULE

*VEHICULAR REIMBURSEMENT \$0.60 PER MILE

**MISC. EXPENSES CHARGED AT ACTUAL COST PLUS 10%

**CITY OF OROVILLE
SANK PARK FENCE REPLACEMENT**

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CONSTRUCTION MANAGEMENT AGREEMENT

between
CITY OF OROVILLE
and
TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM)

This AGREEMENT is made on the _____ day of _____ in the year _____ between CITY OF OROVILLE, hereinafter called "Owner", and Trover Construction Project Management LLC, hereinafter called "CM" or "TCPM", for the following Project:

Sank Park Fence Project

PROJECT DESCRIPTION:

Project encompasses demoing, existing fencing, installing new fencing and flatwork repairs. Project is located at 1067 Montgomery St Oroville CA, 95965.

ARTICLE 1 - GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

- 1.1.1 This Agreement shall be governed by the laws of the State of California.
- 1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.
- 1.1.3 Owner's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by Owner as a result of CM's breach of its obligations under this Agreement.
- 1.1.4 Time is of the essence for this Agreement.
- 1.1.5 CM shall cooperate with Owner, its designees, and Contractor in furthering the interests of Owner.
- 1.1.6 CM will comply with all background check requirements of the Owner, and will comply with all COVID-related requirements including vaccination and face covering requirements.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

- 1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom CM is responsible, shall provide all services pursuant to this

Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode), and shall possess all required licenses and permits to perform the Work.

1.3 DEFINITIONS

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Construction Budget.* The term "Construction Budget" shall mean the CITY OF OROVILLE's written statement of funds available to pay for the cost of construction.

1.3.3 *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

1.3.4 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.3.5 *Contractor.* The term "Contractor" shall mean the entity or, in the case of a design build contract, a contractor and design professional team with whom Owner has contracted to construct the Work associated with this Project.

1.3.6 *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.7 *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

1.3.8 *CM.* The term "CM" shall mean the specific Owner-approved CM individual named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.3.9 *Project Program.* The term "Project Program" is a written statement of Owner's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.10 *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for Owner showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.11 *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents received from the Contractor.

1.3.12 Bidding Documents. The term "Bidding Documents" shall mean those documents prepared and furnished by Owner for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

1.3.13 Work. The term "Work" shall mean all construction, services, and other requirements of the Contract Documents, or as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations, The Work may constitute the whole or a part of the Project.

ARTICLE 2 - CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

Basic Services to be provided by CM consist of the services described in this Article 2.

2.1 CONSTRUCTION PHASE

2.1.1 CM shall assist Owner and Contractor as requested in the preparation of the pre- construction meetings

2.1.2 CM shall assist Owner and Contractor in monitoring written communications between Contractor, Owner's Administrator and Contractor(s).

2.1.3 CM shall assist Owner, in the resolution of disputes between Owner and the Contractor.

2.1.4 CM shall maintain a regular presence on site as necessary to facilitate coordination, resolve construction related issues, and provide regular written updates to Owner.

2.1.5 CM shall monitor construction activities and provide regular reporting of progress, issues, and changes to schedule, scope, and budget.

2.1.6 CM shall assist and process monthly contractor and subconsultant pay applications for Owner.

2.1.7 CM Shall assist Owner in responding to RFI's

2.1.8 CM shall maintain, monitor, and update the Cost Control System. The monthly Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost.

2.1.9 CM shall assist Owner in evaluating Contractor Change Order Requests.

2.1.10 CM shall assist in negotiations with Contractor as requested by Owner.

2.1.11 CM shall assist Owner, in obtaining back-up documentation, shop drawings, and materials submittals from Contractor.

2.1.12 CM shall assist Owner and Contractor on obtaining necessary permits with pertinent regulating bodies.

2.1.13 CM, its officers, agents, employees, subcontractors, and any persons or entities for whom CM is responsible, must provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. Owner' review, approval of, or payment for any of the Services required under this Agreement must not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, or this Agreement.

ARTICLE 3 - CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

Unless required to be performed as part of Basic Services, the services described in this Article 3 are Additional Services. These Additional Services shall be paid for by Owner, as provided in this Agreement, in addition to the compensation for Basic Services. CM shall provide Additional Services only when and as authorized in a written Amendment signed by Owner. No Additional Services shall be compensable unless so authorized. additional services shall be compensated hourly as referenced by Appendix A or via lump sum as negotiated between Owner and CM.

3.1 CONSTRUCTION PHASE as needed by client

3.3. POST-CONSTRUCTION as needed by client

3.4 GENERAL as needed by client

ARTICLE 4 - OWNERS RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 Owner will designate, in writing, an Owner Representative who will act on behalf of Owner with respect to this Agreement. CM shall accept directives only from the designated Owner Representative and not from other Owner employees. Owner may replace the designated Owner Representative at its sole option; if this replacement is made, Owner will notify CM in writing.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

4.2.1 Owner will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.2 Owner will have the right to make reasonable changes to its Bidding Documents and CM shall be bound by such changes. When such changes increase the duties of CM,

beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.3 Owner shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.4 The services, information, surveys, and reports required by this Article 4 will be furnished at Owner's expense.

4.2.5 Owner will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by Owner and CM for the performance of CM's services under this Agreement.

ARTICLE 5 - COMPENSATION

Owner will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a fee not to exceed the amount of twenty-nine thousand, seven hundred dollars (\$29,700.00), payable monthly, at an hourly rate as documented in the fee schedule (see Exhibit A), after the review and approval by Owner. Any change orders to the prime contract between Contractor and Owner that increases the contract amount shall increase the not to exceed amount equal to 6% of the change order amount.

5.1.2 Owner reserves the right to withhold monies for services not received as part of Basic Services and Supplemental Services unless an Amendment is issued by Owner for extension of services.

5.1.3 Owner understands that the scope of work required of the CM is difficult to define for this project and CM has developed the not to exceed price based on their professional experience and current understanding of the project scope. Should the not to exceed amount be reached prior to project completion, Owner shall authorize additional expenditures in writing should owner elect to continue to retain CM.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with the attached Rate Schedule (Exhibit A).

5.2.2 Owner reserves the right to change time and scope of the Work (Change Orders). If Owner changes either time or scope, the CM's fees shall be adjusted in

accordance with the attached Rate Schedule (Exhibit A).

5.2.3 If the duration of this Agreement exceeds or is extended by 60 calendar days through the fault of Owner, Design Professional, or Contractor and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided Owner has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by Owner and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, only actual, reasonable costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM and CM's consultants in relation to the services provided in this Agreement.

ARTICLE 6 - PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned for more than 3 consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, CM shall be compensated for all authorized services performed prior to the receipt of written notice from Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 3 consecutive months, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

6.4 INSURANCE

CM shall maintain the required insurance for its operations, including general liability insurance in an amount of at least \$1,000,000 and professional liability insurance in an

amount of at least \$1,000,000, as well as workers' compensation insurance as required by law, with an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California. CM shall provide Owner with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Owner, as evidence that the required insurance is in full force and effect. Each certificate of insurance and signed insurance policy endorsement must specifically provide verification that Owner and its directors, agents, officers, and employees have been added as additional insureds on the insurance policy being referenced. CM and any insurance company providing the insurance required by this section must waive any right of recovery or subrogation it may have against Owner.

ARTICLE 7 - CM'S RECORDS AND FILES

CM shall make files available for inspection and copying by Owner upon reasonable notice. Owner or Owner's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate workspace in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS, MATERIALS AND SYSTEMS

8.1 OWNERSHIP

All systems, materials and documents developed for and with Owner resources shall become the property of Owner, whether or not the Project for which they are developed is executed. Upon completion or termination of CM's Basic Services and Additional Services under this Agreement, CM shall promptly provide to Owner all files related in any way to the Project, including but not limited to all documents, correspondence (including internal and external correspondence), systems and materials, both electronic and hard copy format, excluding CM's internal accounting books and records addressed in Article 7. CM shall be permitted to retain copies for information and reference at CM's expense.

8.2 INDEMNIFICATION

Owner will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that Owner's or CM's use of systems, materials or documents is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 - DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising

out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but not earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties may submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules.

9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and Owner which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

.1 ARBITRATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

.2 LITIGATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same litigation.

ARTICLE 10 - EXTENT OF AGREEMENT

10.1 AUTHORITY OF AGREEMENT

10.1.1 This Agreement represents the entire and integrated agreement between Owner and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Owner and CM.

10.2 EXHIBITS

10.2.1 This Agreement includes the following exhibits attached hereto:

Exhibit A: Rate Schedule

10.3 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to make the Contractor or any Subcontractor (regardless of tier), any employee or agent of the Contractor or any Subcontractor, or any person, including Design Professional or any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between Owner and CM.

10.3.1 It is agreed that the relationship of CM to Owner is that of an independent contractor, that CM shall provide all Services under this Agreement as an independent contractor, and that CM shall not have the authority to bind or make any commitment on behalf of Owner. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between CM and Owner. As there is no agency relationship with Owner, CM and its employees are not employees of Owner and therefore not eligible for unemployment insurance, disability insurance, workers' compensation, employee benefits, and/or other stipulations of Owner' personnel policy.

10.3.2 This Agreement has been executed and delivered in the State of California and the venue will be the Plumas County and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California.

ARTICLE 11 - NOTICES

11.1 OWNER AND CM

All notices or other documents required or permitted to be given hereunder shall be personally delivered, sent by private overnight courier, or sent by certified mail, postage prepaid, return receipt requested, addressed to the parties at the address for that party on the signature page of this Agreement.

Notices sent by certified mail shall be deemed received the third business day after posting in the US Mail, and notices sent by private overnight courier shall be deemed received the first business day after delivering the same to the private overnight courier during regular business hours.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon Owner and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of Owner.

12.1 CM'S DEATH OR INCAPACITATION

12.1.1 If CM transacts business as an individual, upon CM's death or incapacitation, Owner may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither CM nor CM's estate shall have any further right to perform hereunder, and Owner shall pay CM or the estate the compensation payable under Article 5 for any services rendered prior to this termination not theretofore paid. This compensation shall be

reduced by the amount of additional costs that will be incurred by Owner by reason of this termination.

12.1.2 If CM transacts business as a corporation, partnership, sole proprietorship or other entity with more than one officer, employee, or representative accepted by the Owner as the CM, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, Owner may choose to continue services with CM and make payments to CM as though there had been no such death or incapacitation; Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons retained or employed by CM herein. If death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 13 - TERMINATION OF AGREEMENT

13.1 OWNER-INITIATED TERMINATION

13.1.1 If Owner determines that CM has failed to perform in accordance with the terms and conditions of this Agreement, Owner may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 10 days (or more, if authorized in writing by Owner) after receipt of a notice of intention to terminate from Owner specifying the failure in performance. If a termination for cause does occur, Owner will have the right to withhold monies otherwise payable to CM until the Project is completed. If Owner incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by Owner exceeds the amount withheld, CM shall be liable to Owner for the difference.

13.1.2 Owner may terminate this Agreement for convenience at any time upon written notice to CM, in which case Owner will pay CM in full for all services performed in compliance with and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.2 CM-INITIATED TERMINATION

13.2.1 CM may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to Owner, in which case Owner will pay CM in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination, minus all costs incurred by Owner in identifying, contracting with, and bringing up to date a new construction manager to manage the Work. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession

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13.3.1 In the event of Agreement termination by either party for any reason, Owner reserves the right to receive, and CM shall promptly provide to Owner, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 6 shall not derogate from the right of Owner to receive and use such documents or materials.

14. INDEMNIFICATION

14.1 CM shall indemnify, protect, defend and hold free and harmless Owner and its board members ,agents, representatives, officers, employees, and volunteers (the "Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of CM, its directors, officials, officers, employees, contractors, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement. This indemnity excludes CM's liability as to the active or sole negligence or willful misconduct of Owner.

IN WITNESS WHEREOF, THE CITY OF OROVILLE (OWNER) and TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM) have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: Trover Construction Project Management LLC

By: Name: Nick Trover Title: Owner

(Signature)

(Date)

CONSTRUCTION MANAGER ADDRESS: 974 Forest Ave Chico, CA 95928

CITY OF OROVILLE REPRESENTATIVE:

By: Name: Title:

(Signature)

(Date)

CITY OF OROVILLE ADDRESS: 1735 Montgomery Street Oroville, CA 95965

EXHIBIT A

Discipline	Hourly Rate
Project Management Services	
Project Manager	\$165.00
Assistant Project Manager	\$145.00
Project Engineer / Coordinator	\$120.00

TROVER CONSTRUCTION PROJECT MANAGEMENT FEE SCHEDULE

*VEHICULAR REIMBURSEMENT \$0.60 PER MILE

**MISC. EXPENSES CHARGED AT ACTUAL COST PLUS 10%

**CITY OF OROVILLE
KAYAK KIOSK PROJECT**

**CONSTRUCTION MANAGEMENT AGREEMENT
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CONSTRUCTION MANAGEMENT AGREEMENT

between

CITY OF OROVILLE

and

TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM)

This AGREEMENT is made on the _____ day of _____ in the year _____ between CITY OF OROVILLE, hereinafter called "Owner", and Trover Construction Project Management LLC, hereinafter called "CM" or "TCPM", for the following Project:

Kayak Kiosk Project

PROJECT DESCRIPTION:

Project encompasses demoing the burned bathroom building and construction of a new facility with a restroom and office for renting kayaks. Project is located at Bedrock Park, Oroville CA, 95965.

ARTICLE 1 - GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

- 1.1.1 This Agreement shall be governed by the laws of the State of California.
- 1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.
- 1.1.3 Owner's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by Owner as a result of CM's breach of its obligations under this Agreement.
- 1.1.4 Time is of the essence for this Agreement.
- 1.1.5 CM shall cooperate with Owner, its designees, and Contractor in furthering the interests of Owner.
- 1.1.6 CM will comply with all background check requirements of the Owner, and will comply with all COVID-related requirements including vaccination and face covering requirements.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

- 1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any

persons or entities for whom CM is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode), and shall possess all required licenses and permits to perform the Work.

1.3 DEFINITIONS

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Construction Budget.* The term "Construction Budget" shall mean the CITY OF OROVILLE's written statement of funds available to pay for the cost of construction.

1.3.3 *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

1.3.4 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.3.5 *Contractor.* The term "Contractor" shall mean the entity or, in the case of a design build contract, a contractor and design professional team with whom Owner has contracted to construct the Work associated with this Project.

1.3.6 *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.7 *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

1.3.8 *CM.* The term "CM" shall mean the specific Owner-approved CM individual named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.3.9 *Project Program.* The term "Project Program" is a written statement of Owner's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.10 *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for Owner showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.11 *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents

received from the Contractor.

1.3.12 Bidding Documents. The term "Bidding Documents" shall mean those documents prepared and furnished by Owner for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

1.3.13 Work. The term "Work" shall mean all construction, services, and other requirements of the Contract Documents, or as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations, The Work may constitute the whole or a part of the Project.

ARTICLE 2 - CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

Basic Services to be provided by CM consist of the services described in this Article 2.

2.1 CONSTRUCTION PHASE

2.1.1 CM shall assist Owner and Contractor as requested in the preparation of the pre- construction meetings

2.1.2 CM shall assist Owner and Contractor in monitoring written communications between Contractor, Owner's Administrator and Contractor(s).

2.1.3 CM shall assist Owner, in the resolution of disputes between Owner and the Contractor.

2.1.4 CM shall maintain a regular presence on site as necessary to facilitate coordination, resolve construction related issues, and provide regular written updates to Owner.

2.1.5 CM shall monitor construction activities and provide regular reporting of progress, issues, and changes to schedule, scope, and budget.

2.1.6 CM shall assist and process monthly contractor and subconsultant pay applications for Owner.

2.1.7 CM Shall assist Owner in responding to RFI's

2.1.8 CM shall maintain, monitor, and update the Cost Control System. The monthly Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost.

2.1.9 CM shall assist Owner in evaluating Contractor Change Order Requests.

2.1.10 CM shall assist in negotiations with Contractor as requested by Owner.

2.1.11 CM shall assist Owner, in obtaining back-up documentation, shop drawings, and materials submittals from Contractor.

2.1.12 CM shall assist Owner and Contractor on obtaining necessary permits with pertinent regulating bodies.

2.1.13 CM, its officers, agents, employees, subcontractors, and any persons or entities for whom CM is responsible, must provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. Owner' review, approval of, or payment for any of the Services required under this Agreement must not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, or this Agreement.

ARTICLE 3 - CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

Unless required to be performed as part of Basic Services, the services described in this Article 3 are Additional Services. These Additional Services shall be paid for by Owner, as provided in this Agreement, in addition to the compensation for Basic Services. CM shall provide Additional Services only when and as authorized in a written Amendment signed by Owner. No Additional Services shall be compensable unless so authorized. additional services shall be compensated hourly as referenced by Appendix A or via lump sum as negotiated between Owner and CM.

3.1 CONSTRUCTION PHASE as needed by client

3.3. POST-CONSTRUCTION as needed by client

3.4 GENERAL as needed by client

ARTICLE 4 - OWNERS RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 Owner will designate, in writing, an Owner Representative who will act on behalf of Owner with respect to this Agreement. CM shall accept directives only from the designated Owner Representative and not from other Owner employees. Owner may replace the designated Owner Representative at its sole option; if this replacement is made, Owner will notify CM in writing.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

4.2.1 Owner will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.2 Owner will have the right to make reasonable changes to its Bidding Documents

and CM shall be bound by such changes. When such changes increase the duties of CM, beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.3 Owner shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.4 The services, information, surveys, and reports required by this Article 4 will be furnished at Owner's expense.

4.2.5 Owner will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by Owner and CM for the performance of CM's services under this Agreement.

ARTICLE 5 - COMPENSATION

Owner will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a fee not to exceed the amount of thirty-five thousand dollars (\$35,000.00), payable monthly, at an hourly rate as documented in the fee schedule (see Exhibit A), after the review and approval by Owner. Any change orders to the prime contract between Contractor and Owner that increases the contract amount shall increase the not to exceed amount equal to 6% of the change order amount.

5.1.2 Owner reserves the right to withhold monies for services not received as part of Basic Services and Supplemental Services unless an Amendment is issued by Owner for extension of services.

5.1.3 Owner understands that the scope of work required of the CM is difficult to define for this project and CM has developed the not to exceed price based on their professional experience and current understanding of the project scope. Should the not to exceed amount be reached prior to project completion, Owner shall authorize additional expenditures in writing should owner elect to continue to retain CM.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with the attached Rate Schedule (Exhibit A).

5.2.2 Owner reserves the right to change time and scope of the Work (Change

Orders). If Owner changes either time or scope, the CM's fees shall be adjusted in accordance with the attached Rate Schedule (Exhibit A).

5.2.3 If the duration of this Agreement exceeds or is extended by 60 calendar days through the fault of Owner, Design Professional, or Contractor and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided Owner has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by Owner and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, only actual, reasonable costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM and CM's consultants in relation to the services provided in this Agreement.

ARTICLE 6 - PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned for more than 3 consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, CM shall be compensated for all authorized services performed prior to the receipt of written notice from Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 3 consecutive months, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

6.4 INSURANCE

CM shall maintain the required insurance for its operations, including general liability

insurance in an amount of at least \$1,000,000 and professional liability insurance in an amount of at least \$1,000,000, as well as workers' compensation insurance as required by law, with an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California. CM shall provide Owner with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Owner, as evidence that the required insurance is in full force and effect. Each certificate of insurance and signed insurance policy endorsement must specifically provide verification that Owner and its directors, agents, officers, and employees have been added as additional insureds on the insurance policy being referenced. CM and any insurance company providing the insurance required by this section must waive any right of recovery or subrogation it may have against Owner.

ARTICLE 7 - CM'S RECORDS AND FILES

CM shall make files available for inspection and copying by Owner upon reasonable notice. Owner or Owner's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate workspace in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS, MATERIALS AND SYSTEMS

8.1 OWNERSHIP

All systems, materials and documents developed for and with Owner resources shall become the property of Owner, whether or not the Project for which they are developed is executed. Upon completion or termination of CM's Basic Services and Additional Services under this Agreement, CM shall promptly provide to Owner all files related in any way to the Project, including but not limited to all documents, correspondence (including internal and external correspondence), systems and materials, both electronic and hard copy format, excluding CM's internal accounting books and records addressed in Article 7. CM shall be permitted to retain copies for information and reference at CM's expense.

8.2 INDEMNIFICATION

Owner will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that Owner's or CM's use of systems, materials or documents is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 - DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but not earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties may submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules.

9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and Owner which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

.1 ARBITRATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

.2 LITIGATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same litigation.

ARTICLE 10 - EXTENT OF AGREEMENT

10.1 AUTHORITY OF AGREEMENT

10.1.1 This Agreement represents the entire and integrated agreement between Owner and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Owner and CM.

10.2 EXHIBITS

10.2.1 This Agreement includes the following exhibits attached hereto:

Exhibit A: Rate Schedule

10.3 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to make the Contractor or any Subcontractor (regardless of tier), any employee or agent of the Contractor or any Subcontractor, or any person, including Design Professional or any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between Owner and CM.

10.3.1 It is agreed that the relationship of CM to Owner is that of an independent contractor, that CM shall provide all Services under this Agreement as an independent contractor, and that CM shall not have the authority to bind or make any commitment on behalf of Owner. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between CM and Owner. As there is no agency relationship with Owner, CM and its employees are not employees of Owner and therefore not eligible for unemployment insurance, disability insurance, workers' compensation, employee benefits, and/or other stipulations of Owner' personnel policy.

10.3.2 This Agreement has been executed and delivered in the State of California and the venue will be the Plumas County and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California.

ARTICLE 11 - NOTICES

11.1 OWNER AND CM

All notices or other documents required or permitted to be given hereunder shall be personally delivered, sent by private overnight courier, or sent by certified mail, postage prepaid, return receipt requested, addressed to the parties at the address for that party on the signature page of this Agreement.

Notices sent by certified mail shall be deemed received the third business day after posting in the US Mail, and notices sent by private overnight courier shall be deemed received the first business day after delivering the same to the private overnight courier during regular business hours.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon Owner and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of Owner.

12.1 CM'S DEATH OR INCAPACITATION

12.1.1 If CM transacts business as an individual, upon CM's death or incapacitation, Owner may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither CM nor CM's estate shall have any further right to perform hereunder, and Owner shall pay CM or the estate the compensation payable under Article 5 for any

services rendered prior to this termination not theretofore paid. This compensation shall be reduced by the amount of additional costs that will be incurred by Owner by reason of this termination.

12.1.2 If CM transacts business as a corporation, partnership, sole proprietorship or other entity with more than one officer, employee, or representative accepted by the Owner as the CM, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, Owner may choose to continue services with CM and make payments to CM as though there had been no such death or incapacitation; Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons retained or employed by CM herein. If death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 13 - TERMINATION OF AGREEMENT

13.1 OWNER-INITIATED TERMINATION

13.1.1 If Owner determines that CM has failed to perform in accordance with the terms and conditions of this Agreement, Owner may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 10 days (or more, if authorized in writing by Owner) after receipt of a notice of intention to terminate from Owner specifying the failure in performance. If a termination for cause does occur, Owner will have the right to withhold monies otherwise payable to CM until the Project is completed. If Owner incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by Owner exceeds the amount withheld, CM shall be liable to Owner for the difference.

13.1.2 Owner may terminate this Agreement for convenience at any time upon written notice to CM, in which case Owner will pay CM in full for all services performed in compliance with and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.2 CM-INITIATED TERMINATION

13.2.1 CM may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to Owner, in which case Owner will pay CM in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination, minus all costs incurred by Owner in identifying, contracting with, and bringing up to date a new construction manager to manage the Work. In ascertaining the services actually rendered to the date of termination, consideration will be given to both

completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.3 DOCUMENTS AND MATERIALS

13.3.1 In the event of Agreement termination by either party for any reason, Owner reserves the right to receive, and CM shall promptly provide to Owner, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 6 shall not derogate from the right of Owner to receive and use such documents or materials.

14. INDEMNIFICATION

14.1 CM shall indemnify, protect, defend and hold free and harmless Owner and its board members, agents, representatives, officers, employees, and volunteers (the "Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of CM, its directors, officials, officers, employees, contractors, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement. This indemnity excludes CM's liability as to the active or sole negligence or willful misconduct of Owner.

IN WITNESS WHEREOF, THE CITY OF OROVILLE (OWNER) and TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM) have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: Trover Construction Project Management LLC

By: Name: Nick Trover Title: Owner

(Signature)

(Date)

CONSTRUCTION MANAGER ADDRESS: 974 Forest Ave Chico, CA 95928

CITY OF OROVILLE REPRESENTATIVE:

By: Name: Title:

(Signature)

(Date)

CITY OF OROVILLE ADDRESS: 1735 Montgomery Street Oroville, CA 95965

EXHIBIT A

Discipline	Hourly Rate
Project Management Services	
Project Manager	\$165.00
Assistant Project Manager	\$145.00
Project Engineer / Coordinator	\$120.00

TROVER CONSTRUCTION PROJECT MANAGEMENT FEE SCHEDULE

*VEHICULAR REIMBURSEMENT \$0.60 PER MILE

**MISC. EXPENSES CHARGED AT ACTUAL COST PLUS 10%



CITY OF OROVILLE STAFF REPORT

TO: MAYOR CHUCK REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: AUTHORIZATION TO TRANSFER SURPLUS AXON TASER EQUIPMENT AND UNEXPENDED CARTRIDGES TO THE GRIDLEY POLICE DEPARTMENT

DATE: SEPTEMBER 20, 2022

SUMMARY

The Council will consider authorizing the transfer of X26P Tasers, batteries for Tasers, cartridges for Tasers and training cartridges for Tasers, to the Gridley Police Department.

DISCUSSION

In 2022 the Oroville Police Department updated all Axon Taser equipment as part of an upgrade on our equipment replacement program through Axon. After this upgrade the Department was left with a surplus of equipment that was still new or near new and in good working order. The Gridley Police Department has expressed an interest in obtaining the surplus equipment. Gridley Police is still using the model Tasers we have taken out of service, and has expressed an interest in obtaining the surplus equipment. The equipment is of no use to the Oroville Police Department at this time and if not transferred the equipment will be destroyed and discarded. To obtain value from the equipment staff supports the idea of transferring this equipment to a neighboring agency.

The equipment to be transferred consist of approximately:

- 10 – X26P Tasers
- 10 – Blackhawk Holsters
- 10 – Batteries
- 24 – Training Cartridges
- 26 - Cartridges

FISCAL IMPACT:

None

RECOMMENDATION:

Authorize the transfer of Taser equipment as listed in this staff report, to the Gridley Police Department

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR
CODY NISSEN, ACTING AIRPORT MANAGER**

RE: PROJECT CONTRACT WITH Q & D CONSTRUCTION, LLC

DATE: SEPTEMBER 20, 2022

SUMMARY

The Council may consider a Project Contract with the lowest responsive bidder, Q&D Construction, LLC, in the amount of \$380,972.50, for the Oroville Airport crack seal runway 2-20 & associated taxiways (Project).

BACKGROUND

The Project consists of crack seal runway 2-20 & associated taxiways to meet FAA safety standards and ensure longevity of the current pavement until the proposed rehabilitation in 2029. The crack sealing of the runway and taxiways has been approved by the Federal Aviation Administration (FAA) as part of the City's 2020 Airport Capital Improvement Program. Staff received an FAA grant award for the Project on September 9, 2022.

Staff advertised the Project for Bid on February 9, 2022, and held a pre-bid meeting on February 23, 2022, with a bid due date of March 10, 2022. Five bids were received by the bid closing date, with the bid results summarized as follows:

AIRPORT DRAINAGE AND SAFETY GRADING BID SUMMARY	
Q & D Construction	\$380,973
Pavement Coating Company	\$458,661
Santos Excavating, Inc.	\$510,486
Anderson Striping & Construction, Inc.	\$578,567
Maxwell Asphalt, Inc. (not fully responsive)	\$236,845

The low bidder for the Project is Q & D Construction. Both staff and the FAA have reviewed the bid submittal determined that the bid prices are reasonable and competitive and the bid is fully responsive.

FISCAL IMPACT

The 4-year FAA grant will reimburse the City for \$511,101 for the airport development project.

Funds are available in the Airport Fund if necessary. The current cash balance is \$493,880.00.

RECOMMENDATIONS

Adopt Resolution No. 9097 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIVE BIDDER, Q & D CONSTRUCTION, LLC, IN THE AMOUNT OF \$380,973 FOR THE AIRPORT CRACK SEAL PROJECT – (Agreement No. 3430).

ATTACHMENTS

Resolution No. 9097
Agreement Contract No. 3430
Bid - Q & D Construction, LLC.
Bid Summary

**CITY OF OROVILLE
RESOLUTION NO. 9097**

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A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIVE BIDDER, Q & D CONSTRUCTION, LLC, IN THE AMOUNT OF \$380,973 FOR THE AIRPORT CRACK SEAL PROJECT

(Agreement No. 3430)

WHEREAS, the City of Oroville has received formal bids for the Airport Crack Seal Runway 2-20 & Associated Taxiways Project; and

WHEREAS, Q & D Construction, LLC was the lowest responsive bidder for the Project.

NOW THERFORE, be it hereby resolved by the Oroville City Council as follows:

- 1. Q & D Construction, LLC. is awarded the contract for the Project in the amount of \$380,973.
- 2. The Mayor is hereby authorized and directed to execute a Project Contract with Q & D Construction, LLC. for the Project. A copy of the Project Contract is attached to this Resolution.
- 3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on September 20, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

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Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney Scott Huber

Assistant City Clerk Jackie Glover

- a: Invitation for Bids
- b: Information for Bidders
- c: Proposal Form
- d: Bid Schedule
- e: Bidder's Bond
- f: Contract
- g: Payment Bond
- h: Performance Bond
- i: Federal Provisions
- j: Special Conditions
- k: Technical Provisions
- l: Notice of Award
- m: Notice to Proceed
- n: Change Orders
- o: Supplemental Drawings Issued
- p Drawings
- q: Construction Safety and Phasing Plan
- r: Construction Management Plan
- s: All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid.

Such documents, collectively referred to herein as the Contract Documents, hereby are incorporated herein by this reference and made a part hereof.

6. The City will pay to the Contractor in the manner and at such times as set forth in the general provisions such amounts as required by the contract documents.

7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. Notwithstanding any other provisions in the contract documents, disputes of \$375,000 or less between that parties shall be subject to the provisions set forth in California Public Contract Code sections 20104 et seq. A copy of Public Contract Code sections 20104 et seq. are attached to this contract as Exhibit "A".

9. If the parties become engaged in litigation relating to this contract, the prevailing party shall be entitled to recover all reasonable attorney's fees and court costs from the losing party.

10. Federal Contract Provisions - The work to be done under this agreement is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. The Contractor must adhere to the Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, included in Section CP of the Federal Provisions, of the specifications.

All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate

Determination applicable to this contract is included in Section WD of the Federal Provisions, of the specifications.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in three (3) counterparts, each of which shall be deemed an original on the date first written above.

CITY OF OROVILLE

BY: _____

NAME: _____

TITLE: MAYOR DATE: _____

ADDRESS: 1735 Montgomery Street
Oroville, CA 95965-4897

CITY SEAL

ATTEST: _____

NAME: _____

TITLE: DEPUTY CITY CLERK

APPROVED AS TO FORM

BY: _____

NAME: _____

TITLE: CITY ATTORNEY

CONTRACTOR

BY: _____

NAME _____ TITLE: _____

COMPANY NAME: _____

LICENSE NO. _____

CLASSIFICATION: _____

ADDRESS _____

EXHIBIT "A"

CALIFORNIA CODES
PUBLIC **CONTRACT CODE**
SECTION **20104-20104.6**

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a **contract** between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil **Code**, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the **contract** for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by **contract** for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional

documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government **Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government **Code**.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the **Code** of Civil Procedure, notwithstanding Section 1141.11 of that **code**. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the **Code** of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the **Code** of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the **contract**.

(b) In any suit filed under Section **20104.4**, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
called _____
(corporation, partnership, or individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Oroville, 1735 Montgomery Street, Oroville, California, hereinafter called "City" in the penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part thereof for **OROVILLE MUNICIPAL AIRPORT, CRACK SEAL RUNWAY 2-20 AND ASSOCIATED TAXIWAYS; AIP NO. 3-06-0178-027-2022.**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in three (3) counterparts each of which shall be deemed an original, this ____ day of _____, 20__.

ATTEST:

Principal/Secretary

Principal

(Seal)

By:_____

Address:_____

Witness to Principal

Address

ATTEST:

Surety - Secretary

Surety

By:_____

(Attorney-in-Fact)

((Seal)

Address:_____

Witness as to Surety

Address

NOTE: Date of bond must not be prior to date of contract. If Contractor is a partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
called _____
(corporation, partnership, or individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Oroville, 1735 Montgomery Street, Oroville, California, hereinafter called "City" in the penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part thereof for: **OROVILLE MUNICIPAL AIRPORT, CRACK SEAL RUNWAY 2-20 AND ASSOCIATED TAXIWAYS; AIP NO. 3-06-0178-027-2022.**

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in three (3) counterparts each of which shall be deemed an original, this _____ day of _____, 20__.

ATTEST:

Principal/Secretary

Principal

(Seal)

By: _____

Address: _____

Witness to Principal

Address

ATTEST:

Surety - Secretary

Surety

((Seal)

By: _____

(Attorney-in-Fact)

Address: _____

Witness as to Surety

Address

NOTE: Date of bond must not be prior to date of contract. If Contractor is a partnership, all partners should execute bond.

**CITY OF OROVILLE
BID SUMMARY**

PROJECT: BB-02-10-22 Oroville Municipal Airport - Crack Seal Runway 2-20 & Associated Taxiways - Oroville Municipal Airport - Crack Seal Runway 2-20 & Associated Taxiways

OPENING DATE: 3/10/2022

TIME: 2:00 p.m.

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

ATTENDANCE FOR BID OPENING: Cody Nissen and Dawn Nevers

Bidder Name/Address and Phone	Base Bid Amount	Additive Alternatives	Total Base Bid + Additive Alternatives
Anderson Striping & Const., Inc. P.O. Box 1014 Kingsburg, CA 93631 (559) 897-2760	\$389,930.00	\$188,637.00	\$578,567.00
Q & D 1050 S. 21 st Street Sparks, NV 89431 (775) 786,2677	\$307,525.00	\$73,447.50	\$380,972.50
Santos Excavating, Inc. P.O. Box 146 Chico, CA 95927 (530) 894-2274	\$361,288.00	\$149,198.00	\$510,486.00
Pavement Coatings Company 2150 Bell Ave. Suite 125 Sacramento, CA 95838 (916)642-1751	\$327,307.00	\$131,354.00	\$458,661.00
Maxwell Asphalt, Inc. 650 South Delong St. S.L.C. Utah 84104 (801)972-2097	\$175,710.00	\$61,135.00	\$236,845.00



**CONSENT OF MANAGER
OF Q&D CONSTRUCTION LLC**

The undersigned, Christopher A. Dianda ("Manager"), in his capacity as the sole Manager of Q&D Construction LLC, a Nevada limited liability company (the "Company"), hereby consents to the following resolutions and actions of the Company:

WHEREAS, Section 5.7 of the Company's Operating Agreement, dated January 31, 2018, provides the Manager may authorize by written action any person to enter into and perform any agreement on behalf of the Company other than an agreement which purports to:

- (a) Merge, consolidate or reorganize the Company, or recapitalize or reclassify the Units, or exchange more than fifty percent (50%) of the issued and outstanding Units of the Company with a Person;
- (b) Convey, sell, assign, lease, or otherwise dispose or Transfer, in one transaction or a series of transactions, all or any substantial part of the Company Property; or
- (c) Authorize or issue any additional Units, or additional classes or series of Units or securities convertible into or exchangeable for, or having option rights to purchase (collectively, "Restricted Agreements").

WHEREAS, the Manager believes it is in the best interests of the Company to authorize certain persons to execute certain agreements on behalf of the Company.

NOW THEREFORE, it is hereby:

RESOLVED, that the Manager hereby authorizes Lance Semenکو, Duane Boreham, Toby Basta, Jeff Bean, and Kevin Linderman to execute RFP's, RFQ's, Bid Proposal Forms, Bid Bonds, Preconstruction Contracts, Owner Agreements, Performance and Payment Bonds and any subsequent documents and agreements, other than Restricted Agreements, on behalf of the Company.

IN WITNESS WHEREOF, the undersigned Manager adopts, ratifies, and approves the forgoing Resolution as an action of the Company.

Dated and Effective this 1st day of February, 2018.

Christopher A. Dianda, Manager

SERVICE. INTEGRITY. QUALITY.

P.O. Box 10865, Reno, Nevada 89510 | Main Office: 775.786.2677 | Fax: 775.786.5136
www.qdconstruction.com | NCL: 8197 A & B



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

Q&D CONSTRUCTION LLC

License Number 427988

to engage in the business or act in the capacity of a contractor in the following classifications:

- A - GENERAL ENGINEERING CONTRACTOR
- B - GENERAL BUILDING CONTRACTOR
- C-8 - CONCRETE
- D06 - CONCRETE RELATED SERVICES

Witness my hand and seal this day,

December 20, 2019

Issued September 10, 1982

Reissued September 11, 2018

Johnny Simpson

Johnny Simpson, Board Chair

David R. Focht

David R. Focht, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

Q&D CONSTRUCTION LLC

License Number 427988

to engage in the business or act in the capacity of a contractor in the following classifications:

C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

December 20, 2019

Issued September 10, 1982

Reissued September 11, 2018

Johnny Simpson, Board Chair

David R. Fogt, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



Item 8.

ADDENDUM NO. 1

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA
CRACK SEAL RUNWAY 2-20 AND ASSOCIATED TAXIWAYS
AIP NO. 3-06-0178-027-2022**

BID OPENING: Thursday, March 10, 2022, at 2:00 p.m.

DESIGN ENGINEER: Brandley Engineering
Melissa Brandley, P.E.
6125 King Road, Suite 201
Loomis, CA 95650-8004
Telephone: (916) 652-4725
FAX: (916) 652-9029
mbrandley@rwbrandley.com

The following changes shall be made in the plans and specifications for the subject project:

SPECIFICATIONS:

Item 1-1 Delete Bid Form, Pages BD-1 through BD-26, and
Replace with attached Bid Form, Pages BD-1 through BD-26, Addendum No. 1.

Item 1-2 Delete Federal Provisions Part D – Wage Determinations, Pages WD-1 through
WD-54, and
Replace with attached Federal Provisions Part D – Wage Determinations,
Addendum No. 1, Pages WD-1 through WD-54.

Item 1-3 A Pre-Bid Meeting was held on Wednesday, February 23, 2022, at 10:00 a.m. The
sign-in sheet for those in attendance is attached to this addendum.

***NOTE: Bidders are required to acknowledge receipt of this addendum on Page BD-4 of the
Bid Proposal.***

***** END OF ADDENDUM NO. 1 *****

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Item 8.

ADDENDUM NO. 2

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA
CRACK SEAL RUNWAY 2-20 AND ASSOCIATED TAXIWAYS
AIP NO. 3-06-0178-027-2022**

BID OPENING: Thursday, March 10, 2022, at 2:00 p.m.

DESIGN ENGINEER: Brandley Engineering
Melissa Brandley, P.E.
6125 King Road, Suite 201
Loomis, CA 95650-8004
Telephone: (916) 652-4725
FAX: (916) 652-9029
mbrandley@rwbrandley.com

The following changes shall be made in the specifications for the subject project:

SPECIFICATIONS:

Item 2-1 Delete Federal Provisions Part C – Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, Pages CP-1 through CP-20, and
Replace with attached Federal Provisions Part C – Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, Pages CP-1 through CP-26, Addendum No. 2.

The following sections were added to this Part C:

- C8 – Copeland “Anti Kickback” Act
- C9 – Davis-Bacon Requirements
- C18 – Procurement of Recovered Materials

NOTE: Bidders are required to acknowledge receipt of this addendum on Page BD-4 of the Bid Proposal.

***** END OF ADDENDUM NO. 2 *****

Federal Provisions

Part C - Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

C1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

C2 AFFIRMATIVE ACTION REQUIREMENT

41 CFR part 60-4

Executive Order 11246

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	14.3%
Goals for female participation in each trade:	6.9%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of

ADDENDUM NO. 2

minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is California, Butte, Oroville.

C3 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

C3.1 CONTRACT CLAUSE

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C4 CIVIL RIGHTS - GENERAL**C4.1 SOURCE**

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C5 CIVIL RIGHTS – TITLE VI ASSURANCE**C5.1 SOURCE**

49 USC § 47123

FAA Order 1400.11

The Truckee Tahoe Airport District in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work

ADDENDUM NO. 2

to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

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- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C6 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

C7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR § 200, Appendix II(E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

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than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

C8 COPELAND "ANTI-KICKBACK" ACT

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

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C9 DAVIS-BACON REQUIREMENTS

2 CFR § 200, Appendix II(D)

29 CFR Part 5

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards

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Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs

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anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and

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Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

ADDENDUM NO. 2**8. Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

C10 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

C10.1 SOLICITATION CLAUSE**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C11 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Truckee Tahoe Airport District to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from City of Oroville. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Oroville. This clause applies to both DBE and non-DBE subcontractors.

C12 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

C13 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

C14 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

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and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions

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of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

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

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

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

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

Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

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- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training

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by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

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

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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

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

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

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

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

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

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

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

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

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

ADDENDUM NO. 2**C15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

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certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

C18 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

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C19 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

C20 TERMINATION OF CONTRACT**C20.1**

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

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Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

C21 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

C21.1 APPLICABILITY**SOLICITATION CLAUSE****TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

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- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

*ADDENDUM NO. 2***C22 VETERAN'S PREFERENCE**

49 USC § 47112(c)

C22.1 APPLICABILITY

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF PART C

**OROVILLE MUNICIPAL AIRPORT
CRACK SEAL RUNWAYS, TAXIWAYS, APRONS, AND TAXILANES**

PROPOSAL FORM

Pre-Bid Meeting Date: February 23, 2022
Hour of Pre-Bid Meeting: 10:00 a.m.
Place of Pre-Bid Meeting:
Oroville Municipal Airport
225 Chuck Yeager Way
Oroville, California 95965

Bid Opening Date: March 10, 2022
Hour of Bid Opening: 2:00 p.m.
Place of Bid Opening:
City of Oroville
City Clerk's Office
1735 Montgomery Street, Conference Room 1
Oroville, California 95965

TO: The City of Oroville, State of California:

Bid of, Q&D Construction LLC,
organized and existing under the laws of the State of California, and doing business as:
 a Corporation
 a Partnership
 an Individual

to the City of Oroville, 1735 Montgomery Street, Oroville, California 95965.

The bidder, in compliance with the Invitations for Bids for:

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA
CRACK SEAL RUNWAY 2-20 AND ASSOCIATED TAXIWAYS
AIP NO. 3-06-0178-027-2022**

having examined the plans and specifications with related documents of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The bidder is required to examine carefully the work site, the proposal form, plans, Specifications, Supplemental Specifications, special provisions and contract forms for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered for performing the work as scheduled, and as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the plans, Specifications, Supplemental Specifications, special provisions and contract. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies.

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Bidder hereby agrees to commence work under this contract within 10 working days after issuance of the "Notice to Proceed" by the City and, will fully complete the Base Bid within **fifteen (15) working days**, and Alternate 1 within **ten (10) working days** unless the period of completion is extended thereafter as stipulated in the specifications.

Bidder further agrees that should he/she fail to complete any segment of work in the time specified, he/she will pay liquidated damages in the amount of \$2,000 to the City for each consecutive calendar day thereafter as prescribed in these specifications.

It is understood that the City reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in a major item (20 percent of total bid) does not exceed 25 percent.

All items contained in the project bid schedule, including any alternative bid items, must be submitted for the entire work. Award of contract(s) will be based on either the lowest responsive and responsible bidder for base bid schedule alone, or the base bid schedule combined with any alternatives, at the City's discretion. The amount of the bid for comparison purposes will be the total bid of all items for each respective Bid Schedule. The unit prices shall include all labor, materials, tools, equipment, overhead, profit, fees and all other items of expense necessary for and incidental to the finished work. The Contractor's attention is directed to Section 40-02 of the F.A.A. General Contract Provisions of these specifications entitled, "Alteration of Work and Quantities."

The bidder understands that the City reserves the right to award or reject any or all bids for each respective Bid Schedule. The bidder agrees that their bids shall be good and may not be withdrawn for a period of one hundred twenty (120) calendar days after the actual date of opening thereof.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within fifteen (15) calendar days and deliver surety bonds as required by the general conditions. The bid security, attached, is to become the property of the City in the event the contract and bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to the City caused thereby.

Accompanying this bid is Bidders bond in the amount equal to at least (10) percent of the total bid
(Note: Insert the words "cash," "cashiers check," "certified check," or "bidders bond" as the case may be in the amount equal to at least ten (10) percent of the total bid.)

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Licensed in accordance with an act providing for the registration of Contractors
 License No. & Exp. Date: 427988 09/30/2022 Classification(s) A - General Engineering
B - General Building
C-8 - Concrete
C-61/D06 - Concrete related services
C12 - Earthwork and paving
 DIR NO 1000061144

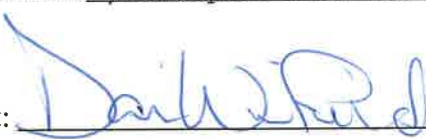
ADDENDA: This proposal is submitted with respect to the changes to the contract included in addendum number(s) 1, 2

(Fill in addendum numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

Addendum or addenda issued by the department must be noted above.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code are true and correct.

Signature of Bidder  Date: 3/8/2022
 Name and Title of Bidder: Jeff Bean Vice President - Heavy/Civil
 Name of Business: Q&D Construction LLC
 Business Address: 1050 S. 21st Street, Sparks, NV 89431
 Telephone Number: (775) 786-2677
 Email Address: jbean@qdconstruction.com

Attest: 
 Dated: 3-8-2022
 License No. & Exp. Date: 427988 9/30/2022

Classification: A- General Engineering
B- General Building
C-8- Concrete
C-61/D06- Concrete related services
C12- Earthwork and paving SEAL: (If bid by corporation)

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

CRACK SEAL RUNWAY 2-20 AND ASSOCIATED TAXIWAYS

AIP NO. 3-06-0178-027-2022

BID SCHEDULE

Item No.	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Amount (In Figures)
BASE BID – RUNWAY 2-20				
1	LS	Mobilization (C-105)* <u>Thirty thousand</u> Dollars and <u>Zero</u> Cents Lump Sum	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
2	LS	Marking and Lighting of Closed Airport Facilities (C-106) <u>One hundred five thousand</u> Dollars and <u>Zero</u> Cents Lump Sum	\$ <u>105,000.00</u>	\$ <u>105,000.00</u>
3	36,000 LF	Crack Sealing Filler – Type A – Reseal Existing Cracks (P-605) <u>One</u> Dollars and <u>Sixty three</u> Cents per Linear Foot	\$ <u>1.63</u>	\$ <u>58,680.00</u>
4	38,000 LF	Crack Sealing Filler – Type B – Seal New Cracks (P-605) <u>One</u> Dollars and <u>Sixty three</u> Cents per Linear Foot	\$ <u>1.63</u>	\$ <u>61,940.00</u>
*Mobilization shall be limited to 10 percent of the total Base Bid cost.				

ADDENDUM NO. 1

Item No.	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Amount (In Figures)
5	50,500 SF	Marking (P-620) Zero Dollars and Sixty five Cents per Square Foot	\$ 0.65	\$ 32,825.00
6	3,600 LB	Reflective Media (P-620) Five Dollars and Thirty Cents per Pound	\$ 5.30	\$ 19,080.00
TOTAL BASE BID			\$ 307,525.00	
ALTERNATE 1 – TAXIWAY A AND CROSS TAXIWAYS B, C, D, AND E				
1-1	LS	Marking and Lighting of Closed Airport Facilities (C-106) Seven thousand Dollars and Zero Cents Lump Sum	\$ 7,000.00	\$ 7,000.00
1-2	22,500 LF	Joint Sealing Filler – Type A Reseal Existing Cracks (P-605) One Dollars and Fifty nine Cents per Linear Foot	\$ 1.59	\$ 35,775.00
1-3	15,500 LF	Joint Sealing Filler – Type B Seal New Cracks One Dollars and Fifty nine Cents per Linear Foot	\$ 1.59	\$ 24,645.00
1-4	5,400 SF	Marking (P-620) Zero Dollars and Sixty five Cents per Square Foot	\$ 0.65	\$ 3,510.00

ADDENDUM NO. 1

Item No.	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Amount (In Figures)
1-5	475 LB	Reflective Media (P-620) Five Dollars and Thirty Cents per Pound	\$ 5.30	\$ 2,517.50
TOTAL ALTERNATE 1			\$ 73,447.50	

Base Bid Amount \$ 307,525.00
 Base Bid + Alternate No. 1 \$ 380,972.50

NOTE:

In the event the product of a unit price and an estimated quantity do not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. In case of conflict between words and numerals the words, unless obviously incorrect, shall govern.

LIST OF SUBCONTRACTORS

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform.

**TRADE DESCRIPTION
AND PERCENT BID**

**SUBCONTRACTOR'S NAME,
ADDRESS, LICENSE NUMBER*,
DIR NUMBER**

Marking, reflective media 18%

Chrisp Company
1805 East Beamer Rd., Woodland, CA 95776
License #374600
DIR #1000000306

*An inadvertent error in California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive as long as the corrected Contractor's license number is submitted to the City by the prime contractor within 24 hours of the bid opening.

**BIDDER'S BOND
CITY OF OROVILLE**

We, Q & D Construction LLC

_____ as Principal, and
Western Surety Company

as Surety are bound unto the City of Oroville, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the **OROVILLE MUNICIPAL AIRPORT, CRACK SEAL RUNWAY 2-20 AND ASSOCIATED TAXIWAYS, AIP NO. 3-06-0178-027-2022**, as shown on the Project Plans and Technical Specification, for which bids are to be opened at 1735 Montgomery Street, Oroville, California 95965 on **Thursday, March 10, 2022, at 2:00 P.M.**

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: March 7, 2022

*THIS DOCUMENT
MUST BE NOTARIZED*

Q & D Construction LLC
Jeff Bean
Principal

Western Surety Company
By: Andrea Cantlon
Surety
Andrea Cantlon, Attorney-In-Fact

Note: Correspondence or claims relating to this bond should be sent to the surety at the following address:

151 N. Franklin St.; Chicago, IL 60606

STATE OF Nevada

COUNTY OF Washoe

}

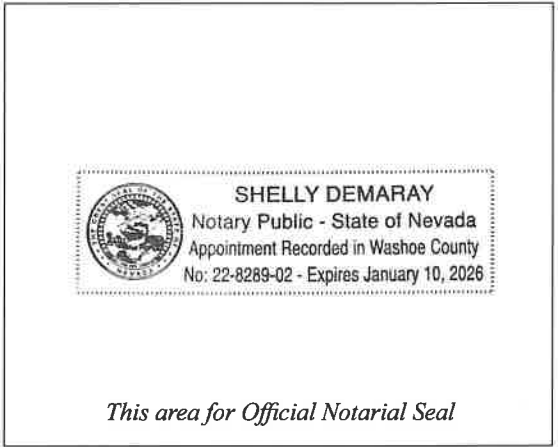
On March 7, 2022, before me, Shelly Demaray, Notary Public
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Shelly Demaray (SEAL)



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL
 CORPORATE OFFICER
_____ TITLE(S)

_____ TITLE OR TYPE OF DOCUMENT

PARTNER(S) LIMITED
 GENERAL

_____ NUMBER OF PAGES

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____ SIGNER(S) OTHER THAN NAMED ABOVE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Breanna Boatright, Peter Kitowski, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of August, 2021.



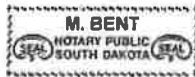
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of August, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of March, 2022.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)**

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: Silver Springs Airport Improvements
 Owner: Lyon County, Nevada
 Construction Cost: \$1,078,935.00
 Construction Time: 60 Calendar Days
 Owner's Representative: Nadine Burgard
 Owner's Telephone No.: (775) 346-3010
 Date of substantial or final completion: October 2021

2. Project Name: Truckee Airport Taxiways A (West), B, C, D, E, L
 Owner: Truckee Tahoe Airport District
 Construction Cost: \$3,686,000.00
 Construction Time: 75 Calendar Days
 Owner's Representative: Damon Brandley
 Owner's Telephone No.: (916) 652-4725
 Date of substantial or final completion: May 2021

3. Project Name: Fallon Municipal Airport - Rehabilitate Airport Pavement
 Owner: City of Fallon
 Construction Cost: \$589,000.00
 Construction Time: 70 Calendar Days
 Owner's Representative: Brian Fitzgerald
 Owner's Telephone No.: (775) 848-4252
 Date of substantial or final completion: September 2020

ADDENDUM NO. 1

4. Project Name: Watsonville Airport Crack Seal, Slurry Seal, & Remarkings
 Owner: City of Watsonville
 Construction Cost: \$728,220.00
 Construction Time: 70 Calendar Days
 Owner's Representative: Damon Brandley
 Owner's Telephone No.: (916) 316-0544
 Date of substantial or final completion: May 2019
5. Project Name: Carson City Airport Rehab Taxiways Taxilanes and Access Road
 Owner: Carson City Airport Authority
 Construction Cost: \$372,289.52
 Construction Time: 44 Calendar Days
 Owner's Representative: Brian Fitzgerald
 Owner's Telephone No.: (775) 848-4252
 Date of substantial or final completion: August 2019
6. Project Name: 2019 Airside Pavement Maintenance Project
 Owner: Reno-Tahoe Airport Authority
 Construction Cost: \$420,151.80
 Construction Time: 60 Calendar Days
 Owner's Representative: Tony Curatolo
 Owner's Telephone No.: (775) 328-6461
 Date of substantial or final completion: December 2019
7. Project Name: 2018 Airside Pavement Maintenance Project
 Owner: Reno-Tahoe Airport Authority
 Construction Cost: \$533,595.85
 Construction Time: 50 Calendar Days
 Owner's Representative: Tony Curatolo
 Owner's Telephone No.: (775) 328-6461
 Date of substantial or final completion: October 2018

ADDENDUM NO. 1

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Certification - The information above is true and complete to the best of my knowledge and belief.

Jeff Bean Vice President - Heavy/Civil

Name and Title of Signer (Please type)

Handwritten signature of Jeff Bean

Signature

3/8/2022

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDENDUM NO. 1

BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has [X] has not [] participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

*The Bidder has [X] has not [] submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1," prior to the award of contract:

*NOTE: Failure to complete these boxes may be grounds for rejecting bid.

Signature [Handwritten Signature] Q&D Construction LLC (Name of Bidder)

3/8/2022 Date Jeff Bean Vice President - Heavy/Civil (Name & Title of Signing Official)

Business Address 1050 S. 21st Street Sparks, NV 89431

ADDENDUM NO. 1

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES ___ NO ✓

If the answer is yes, explain the circumstances in the following space.

N/A

*ADDENDUM NO. 1***PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not , been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, members, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

*ADDENDUM NO. 1***PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: ~~The above Statement, Questionnaire, and Non-Collusion Affidavit are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-collusion Affidavit.~~

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CERTIFICATES REGARDING DEBARMENT

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT


The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DATE 3/8/2022

SIGNED BY _____


Jeff Bean

ADDENDUM NO. 1

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

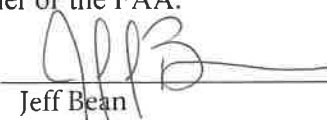
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

DATE 3/8/2022 SIGNED BY 
Jeff Bean

ADDENDUM NO. 1

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE 3/8/2022

SIGNED BY _____


Jeff Bean

CERTIFICATE OF BUY AMERICAN COMPLIANCE

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

ADDENDUM NO. 1

- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product


False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/8/2022
Date

Q&D Construction LLC
Company Name

Date

Company Name


Signature Jeff Bean

Vice President - Heavy/Civil
Title

Signature

Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

3/8/2022

Date

Q&D Construction LLC

Company Name


Signature Jeff Bean

Vice President - Heavy/Civil

Title

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bid/offeror is committed to a minimum of 19 % DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of 10.8%) is committed to a minimum of _____ % DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Q&D Construction LLC

State Registration No. 1000061144

Address 1050 S. 21st Street, Sparks, NV

Phone No. (775) 786-2677 Zip Code 89431

LETTER OF INTENT

Name of Bidder's Firm: Q&D Construction LLC

Bidder's Address: 1050 S. 21st Street

City: Sparks State NV Zip 89431

Name of DBE Firm: K & K Construction Supply, Inc.

Address: 11400 White Rock Road

City: Rancho Cordova State CA Zip 95742

Telephone: (916) 851-0965 Area Code 916

State DBE Certification Number: 40197

Description of work to be performed by DBE firm:

Provide crack seal material and other related construction equipment.

Bidder intends to utilize the above-named DBE firm for the work described above. The estimated amount of work is valued at $\$97,625.18 \times 60\% = \$58,575.11$.

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

(Copy this page for each DBE subcontractor.)



11280 Sunrise Park Drive, Ste. B

Rancho Cordova, CA 95742

Phone - (916) 851-0965

March 9, 2022

Marc Leone
Q & D Construction
1050 S 21st Street
Sparks, Nevada 89431
775-786-2677

Re: DBE Commitment Letter

Attn: Marc Leone,

K&K Construction Supply, Inc. 11400 White Rock Road, Rancho Cordova, CA 95742, is a certified Disadvantaged Business Enterprise in the State of California. Our California Certification number is 40197. K&K Construction Supply, Inc. is partnering with Q & D Construction to provide crack seal material and other related construction equipment. We are committing to \$97,625.18 for the Oroville Municipal Airport Project. We are committed to providing the stated materials above to Q & D Construction for this project.

If you have any questions or comments, please do not hesitate to contact me.

Tracy Loveland
Vice President
916-804-4631 Cell
916-851-0965 Office
NDOT/DBE/WBE/SBE
Kkconstrucitonsupply.com

Search Returned 1 Records

Wed Mar 09 16:02:18 PST 2022

Query Criteria

Certification Types: DBE

Firm ID: 40197

Firm ID	40197
DBA Name	K & K CONSTRUCTION SUPPLY, INC
Firm Name	
Address Line1	11280 SUNRISE PARK DR., # B
Address Line2	
City	RANCHO CORDOVA
State	CA
Zip Code1	95742
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
Email	tracy@kkconstructionsupply.com;
Contact Name	TRACY LOVELAND
Area Code	916
Phone Number	851-0965
Extension	
Alt Area Code	916
Alt Phone Number	804-4631
Extension	
Fax Area Code	
Fax Phone Number	
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; 36; 38; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 53; 54; 55; 56; 57; 58;
Districts	01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12;
DBE NAICS	423310; 423320; 423330; 423390; 423510; 423610; 423710; 423810; 423850; 423990; 424690; 424950; 425120; 444130; 444190; 484220; 484230; 532310;
ACDBE NAICS	
Work Codes	C0612 SAFETY EQUIPMENT SUPPLIER; C0621 LANDSCAPING MATERIAL SUPPLIER; C0651 CONCRETE & CEMENT SUPPLIEF C0685 PAVEMENT MARKERS SUPPLIER; C1000 WHOLESALE BROKER OF CONSTRUCTION MATERIALS; C9605 FLAT BED TRUCKING; F5030 LUMBER AND CONSTRUCTION MATERIAL;
Licenses	NL CAUTION:FIRM NOT LICENSED IN CALIFORNIA;
Trucks	STANDARD DUMP TRUCK - 1; FLAT BED TRUCK - 1;
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS, CITY COUNCIL MEMBERS

FROM: AMY BERGSTRAND, DIRECTOR BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: PUBLIC HEARING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2022 PROGRAM INCOME ONLY APPLICATION AND USE OF CDBG PROGRAM INCOME FOR IMPROVEMENTS TO THE OROVILLE CONVENTION CENTER

DATE: SEPTEMBER 20, 2022

SUMMARY

Council will conduct a public hearing solicit input and comments regarding the proposed usage of CDBG program Income on-hand and future receipts to apply for a Program Income Only application to make additional improvements to the Oroville Convention Center.

Additionally, Council will consider approving a budget adjustment utilizing the unanticipated program income funds for these activities.

DISCUSSION

The City of Oroville has been in the process of upgrading and repairing the Oroville Convention Center over the past several years. Improvements that have already taken place; or are in the process of being completed, include the following:

- Replace and repair basketball flooring
- Replace evaporative cooling units and heating units
- Upgraded lighting, sound and video
- Installation of sound absorbing ceiling tiles
- Emergency roof repairs
- Purchase of new stage curtains
- Abatement of lead and asbestos
- Stucco and dry rot repair
- Painting
- Signage upgrades
- Office space repairs

The City has approximately \$850,000 of unanticipated program income that must either be spent on eligible activities or returned to the State.

Eligible activities for a program income-only application include homeownership assistance, housing rehabilitation, public services, planning and technical assistance, business assistance, microenterprise assistance, community facilities and infrastructure.

City staff is recommending that the unanticipated program income and future receipts up to \$1,400,000 be used for improvements of the Oroville Convention Center, including activity delivery and general administration. The current scope of work includes but is not limited to the following improvements:

- Remodel Men’s and Women’s restroom, dressing area and showers. To include new lighting, plumbing, electrical, and accessible upgrades
- The stage to be modified to accommodate a new restroom and dressing area,
- Installation of a wheelchair lift at each side of the stage,
- Accessible upgrades to Foyer including new doors, glazing to walls, new energy efficient windows, epoxy floors and interior paint, new trellis/awning

FISCAL IMPACT

There will be no general fund impact.

If the applications are awarded, at the approval of the State, the City could incur expenses prior to the grant execution and be fully reimbursed once the Standard Agreement was executed.

The current unencumbered program income balance is approximately \$850,000 and staff anticipates receiving approximately \$600,000 during the next fiscal year to expend on Program Income Only application activities, activity delivery and general administration.

Oroville Convention Center Improvements	\$1,256,000.00
Activity Delivery 5%	\$ 60,000.00
General Administration 7%	<u>\$ 84,000.00</u>
Total	\$1,400,000.00

Should the CDBG-PI fund not be sufficient to cover the cost of the remodel, staff has budgeted \$1,000,000 in the Capital Improvement Fund No. 302

RECOMMENDATION

1. Open the public hearing to discuss the program income-only application and solicit public input and comments.
2. Adopt Resolution No. 9098 – A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY

AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE
CDBG PROGRAM

ATTACHMENTS

Oroville Convention Center Scope of Work



APPENDIX D

Resolution of the Governing Body

Applicants are required to use this Resolution in content and form.

RESOLUTION NO.

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the _____ of the _____ of as follows:

SECTION 1:

The _____ has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$ for the following CDBG activities, pursuant to the January 2022 CDBG NOFA:

List activities and amounts (*activity totals should include Activity Delivery dollars and General Administration associated with the activity*)

Activity (i.e. Public Services, Housing Rehabilitation)	Dollar Amount Being Requested for the Activity
Oroville Convention Center Improvements	\$ <input type="text" value="1400000"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>

Note: Similar to the above, any Colonia or Native American Set-Aside activities must be included separately in the Resolution.

SECTION 2:

The _____ hereby approves the use of Program Income in an amount not to exceed \$ for the CDBG activities described in Section 1.



APPENDIX D

SECTION 3:

The _____ acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The _____ hereby authorizes and directs the (title of designated official) City Administrator, or designee*, to execute and deliver all applications and act on the City's _____ behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the (title of designated official) City Administrator, or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the (title of designated official) Director of Housing, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

** **Important Note:** If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.*



APPENDIX D

PASSED AND ADOPTED at a regular meeting of the _____
of the _____ of City of Orovil held on 09/20/22 by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: 7
ABSENT: 0

NOES: 0
ABSTAIN: 0

Authorized Signature Date

Chuck Reynolds, Mayor
Signer's Title

STATE OF CALIFORNIA
City of Oroville

I, Jackie Glover, Assistant City Clerk of the City _____ of
City of Oroville, State of California, hereby certify the above and foregoing to be a full,
true and correct copy of a resolution adopted by said City Council
on this 20 day of September, 2022.

Jackie Glover, Assistant City Clerk
of the _____ of City of Oroville, State of California
By: _____

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

PRINT START OVER



City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2433 FAX (530) 538-2468
www.cityoforoville.org

Monthly Department Report August 2022

BUILDING

- Permits Issued – 115
- Applications Received - 107
- Total Permits Finalized – 68
- Business Licenses/Occupancies Issued – 10 (7 new business/ 3 owner change/0 location change)
- **Continued increase** in commercial, retail & drive-thru development interest
- Permit Violations due to Code Enforcement Stop Work Notices \$1,955.00

CODE ENFORCEMENT

CODE ENFORCEMENT DIVISION AUGUST MONTHLY REPORT

<u>CODE ENFORCEMENT ACTIVITIES</u>	
<u>Total Active Code Enforcement Cases</u>	<u>260</u>
<u>Cases Closed</u>	<u>93</u>
<u>New Cases Opened</u>	<u>92</u>

<u>NEW CODE ENFORCEMENT CASES/ CASE DESIGNATIONS</u>	
<u>Abandoned Vehicle Abatement</u>	<u>16</u>
<u>Building Code Violation(s)</u>	<u>31</u>
<u>Graffiti</u>	<u>-</u>
<u>Multi-Family</u>	<u>9</u>
<u>Public Nuisance(s)</u>	<u>43</u>

<u>Sub-Standard Housing</u>	<u>1</u>
<u>New Vacant Building Monitoring</u>	<u>1</u>
<u>Stop Work Notices Issued</u>	<u>23</u>

TOTAL FEES COLLECTED

Vacant Building Monitoring: \$359.33

Double Fees’s from Stop Work Notices: \$1,955.00

Citation: \$300.00

ENGINEERING

Capital Projects

- **No report provided**

PLANNING

- The Branding Oroville team visited for 3 days during the week of August 15. Itinerary included several focus groups, and many individuals, and a presentation to Council at their August 16 meeting.
- Supported the August 25 Planning Commission meeting. The Commission reviewed a staff recommendation to reduce setback requirements for the 600+ substandard lots in South Oroville, recommends Council adoption. This item will come to Council on October 18 for ratification.
- The Commission was also informed on August 25 about the Gateway project and the Development Agreement with Mark Mendez. Commissioners discussed their expectations for the quality of development, the types of uses, and their design expectations.
- Supported the August 11 Development Review Committee (DRC) meeting. Projects reviewed included relocating the COMP, Inc. workers compensation medical offices to the former Auto Club Building at 1430 Feather River Blvd. The DRC also discussed the proposed Feather Ranch 172-lot subdivision north of the Airport, a project which will require a General Plan Amendment and Rezone, and a Tentative Subdivision Map. In addition, the Council will likely be asked by the applicant to overrule the Butte County Airport Land Use Commission’s density limitations at that location
- Currently have about 50 active planning and building permit applications including building permit reviews, signs, zoning compliance letters, solar installations, re-

zonings and use permits. Reviewing or completed reviewing 20 separate event, home occupation and other administrative permits.

- The Southside Revitalization Zone Champions are working together to identify personal assistance and property redevelopment needs. City staff need to spend some time in September and October supporting this effort.
- Addressed dozens of phone, walk-in and email inquiries for potential annexations, commercial, industrial, ADU, fence, and setbacks. Helping potential applicants move their projects forward incrementally.
- The Draft 2022-2030 Housing Element adopted by the City Council on July 19 continues at HCD for their certification review. Expect comments or certification in October.
- Moving forward with the South Ophir EIR. Working out budget and contractual matters.
- Connor Musler, our Associate Planner, has taken a Planning position for the City of Lake Forest in Southern California. His last day is September 16. He will be sorely missed, and we wish him well.

PARKS & TREES DEPARTMENT

The following is a list of things we are working on or accomplished in August:

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings
- Worked in all LLAD areas cleaning, pruning, and weeding
- Trimming small and medium sized trees for site clearances
- Continued watering street trees with the City water truck
- Continued working weekends, cleaning, and working events in the Parks
- Open and close museums on a regular basis
- Install numerous street, regulatory, and warning signs
- Spray herbicides in various areas around the City
- Mowed on a regular basis
- Ran street sweeper on a regular basis
- Spent 16 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities
- Filled over 18 potholes
- Picked up illegally dumped items on a routine basis throughout town; assisted Code Enforcement and the City Works Crew with private property clean-ups
- Continued running through numerous irrigation systems and making repairs
- Continued painting street markings and legends
- Pulled out and replaced section of sidewalk on Hammon Ave
- Street repairs on Oak St, Gardella St, 6th Ave, and Foothill Blvd

This is a partial list and does not include some of the smaller or remedial tasks that we conduct on a day-to-day basis.

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

- Loan Portfolio Monitoring includes credit reporting, late payment notices, late insurance notices, annual inspections and certification, and foreclosure processing. (ongoing)

Current portfolio balance is \$37,699,698

Zero payoffs received for FY 22/23

30 payoffs in the amount of \$1,810,924 for FY 21/22

- Monthly reimbursement requests were prepared and submitted for 7 grant agreements.
- CDBG DR-MHP -Working through the required documentation for a Notice To Proceed (NTP) for Lincoln St. Phase I and items needed for application of Lincoln St. Phase II. Total amount awarded to the City of Oroville \$17,000,089.
- Began the NEPA process for Lincoln St. Apartments.
- Prepared mass mailing for owner-occupied rehabilitation program outreach.
- CDBG CV 2&3-in the process to amend both contracts.
- 17CDBG12014-in the process to closeout this Code Enforcement grant and to disencumber \$34,000.
- Resubmitted an Encampment Resolution Grant for second round of funding for Mission Esperanza.
- Submitted CDBG application for \$500,000 Neighborhood Cleanup Program-awaiting notification.
- In the process of applying for a 2022 PI Only Application for Oroville Convention Center Improvements.
- FTHB Program-closed 1 loan, received 6 applications, currently reviewing/qualifying 4 applications.
- Owner-Occupied Rehabilitation Program-closed 0 loans, 0 applications received, 0 applications reviewed.

CITY CLERK

- Processed 36 Public Records Requests August 2022
 - 142 Public Records Request processed January 1, 2022 – August 31, 2022
 - 18 Open Requests
- Agenda and Meeting Management for 6 Meetings – August 2022
 - 45 meetings through August 31, 2022.
- Upcoming Meetings:
 - Council Meeting – October 4 and 18
 - Planning Commission – September 22
 - Wyandotte Creek GSA – September 22
 - Arts and Parks Commission – October 11
 - SBF Steering Committee – October 26
 - Citizens Oversight Committee – November 22
- Records Management for Council approved documents
- Monthly meeting room setup for LAFCO, OCESD and Chamber of Commerce
- Records Management for Planning Commission
- Received and Processed City Claims
- Continue to work on the City Hall Scanning Project

- Notarized and recorded documents and maps for various departments
- Assisted Departments with Record Searching and retrieval
- Assisted departments with creation of Staff Reports, Resolutions and Ordinances
- Working on Election Duties for November Election
 - Candidate Appointments and Correspondence
 - Candidate Filings
 - Political Sign Correspondence
- Processed Council Mail, Legal Mail and Certificates of Insurance
- Continue to complete other day to day duties of the Clerks Department

FINANCE DEPARTMENT

- Software deployment
 - Payroll Software, UKG Ready
 - Progress being made with a Go live date set for January 1st 2023
 - Financial Software, Tyler Technologies
 - Two full days are devoted each week to set up and trainings.
 - ClearGov Transparency software, still implementing
 - Digital Budget Book
 - Operational Budgeting
 - Transparency Portal
- Policy updating
 - Split the Budget and Purchasing Policy into two separate policies
 - Create a Sewer Fees policy
- Project to clean up and close the Deposits Payable Agency Fund
- Develop a new cost allocation for the new budget year
- Set up new web portal for administration of
 - Utility User Tax
 - Transient Occupancy Tax
 - Business Licenses
- Updating the Master Fee Schedule
- Opening a new Investment Managed Account with Chandler Asset Mgmt
 - This task is on hold while the market is in turmoil
- Starting a project to audit Utility User Tax and Franchise Fee revenues with Muni Services
- Year End closing process
- Oversight Committee Financial Report
- Supplemental Benefits Financial Fund Report

HUMAN RESOURCES

- **NO REPORT PROVIDED**

RECYCLING PROGRAM

- Working with Jennifer Arbuckle on SB 1383 Ordinance and updating codes.

AIRPORT DIVISION

- No report provided

INFORMATION TECHNOLOGY

- The IT department has a new employee.
- The server move to the new server room is now complete.
- The new data backup system is in place and working great.
- The new radios have been purchased and we are awaiting delivery. Vehicle installation will include the radios and the body camera activation gear.
- Working with the state to get the Next Generation 911 gear installed at the Police Department. Text-to-911 has now been transitioned over to the new system.

GEOGRAPHIC INFORMATION SERVICES

- As needed services provided by Spatial California Services.

PUBLIC WORKS DEPARTMENT

Fleet Maintenance Division

- No report provided

Electrical

- No report Provided

Sewer Division

- No report provided

PUBLIC SAFETY

Police Activity:

- Calls for Service 2,951
- Officer Initiated Incidents 797
 - **Total Incidents 3,748**
 - **Total Reports 359**
 - **Total Arrests 160**
 - **Total Citations 87**

**OROVILLE CITY COUNCIL
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS
TOM LANDO, CITY ADMINISTRATOR**

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: POLICE DEPARTMENT MONTHLY REPORT FOR AUGUST 2022

DATE: SEPTEMBER 20, 2022

SUMMARY

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant
Police Officer	20	29	9
Dispatcher	5	7	2
Municipal Law Enforcement	8	9	1
Administrative Personnel	2	4	2

Department Activity:

Events Year to Date 2022	Average Response Time for Crimes against persons <small>*Priority 1 crimes</small>	Average Response Time for all types of calls for Service	National Average Response Time
24,262	4:58 minutes	5:31 minutes	8 - 11 minutes

Patrol Checks and Park Patrols:

	Patrol Checks
August 2022	224
Year to Date	1983

Parking Enforcement Citations Issued:

Item ii.

August 2022	Year to Date 2022	August 2021	Year to date 2021
20	108	7	70

Police Activity:

	August 2021	August 2022	Year to date 2021	Year to date 2022
Arrest				
Misdemeanor	133	100	1056	808
Felony	62	47	445	333

	August 2021	August 2022	Year to date 2021	Year to date 2022
Citations				
	114	54	710	433

Uniform Crime Reporting:

Crimes of Violence	August 2022	Year to Date JANUARY – DECEMBER
Homicide	0	2
Rape	0	6
Robbery	1	17
Aggravated Assault	3	23

SPCA Statics:**Service Calls by Priority:**

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	27	138	5.12
Priority	36	184	5.10
At Officer Convenience	35	218	6.24
After Hours	14	95	6.79

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
93	103	44	40	7	2	0

*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

Animal Outcomes:

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	8	4	2	0	1	1
Died	3	0	3	0	0	0
Disposal	10	2	5	0	0	3
Euthanasia	65	19	41	0	0	5
RTO	15	14	0	0	1	0
Transfer	1	0	0	0		1
Found Exp	1	1	0	0	0	0

*Others are wild animals such as bats, skunks, snakes, possums, etc....

SPCA After-hours call outs:

August 2022
14

Shoes for Kids:

Shoes Provided	Socks Provided
None due to	Summer break

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

None