



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

October 04, 2022
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Watch via Zoom
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Meeting ID: 968 7031 9529
Passcode: 67684553
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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 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Police Officers Association, Oroville Management and Confidential Association
2. 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

OPEN SESSION

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

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

CONSENT CALENDAR

Consent calendar **items 1 – 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. APPROVAL OF THE MINUTES

The City Council may approve the minutes of August 16, 2022, September 9, 2022 and September 20, 2022.

RECOMMENDATION

Approve the minutes of August 16, 2022, September 9, 2022 and September 20, 2022.

2. FAA GRANT ACCEPTANCE FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-06-0178-027-2022 AT OROVILLE MUNICIPAL AIRPORT AND STATE DEPARTMENT OF TRANSPORTATION AIP MATCHING GRANT

The Council may consider accepting a \$511,101 AIP Grant offer from the Federal Aviation Administration (FAA) for the Oroville Municipal Airport and a State Department of Transportation AIP Matching grant in the amount of \$25,555.

RECOMMENDATION

Adopt Resolution 9099 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, APPROVING THE ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR AIRPORT IMPROVEMENT PROGRAM PROJECT NO. 3-06-0178-027-2022 AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE GRANT AGREEMENT.

Adopt Resolution 9100 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

3. REPAIRS TO THE UPLIFTED SIDEWALK IN DOWNTOWN OROVILLE AREA BY PRECISION CONCRETE

Council may receive information regarding the completion of repairs to the uplifted sidewalks areas in the downtown Oroville location with Precision Concrete as identified in their Zone 1, Phase 2 & 3 Assessment, and Zones 2 for a \$400,000.00 as budgeted in the 22-23 Fiscal Year.

RECOMMENDATION

For informational purposes.

4. SURCHARGE ON PURCHASE OF VACTOR 2100 TRUCK FOR THE SEWER DIVISION

The Council is requested to approve the Heavy-Duty pricing surcharge and Vactor Materials surcharge, for (1) Vactor 2100 truck for the Sewer Division in the amount of \$8,500.

RECOMMENDATION

Approve the additional surcharge for Vactor 2100 in the amount of \$8,500.00

5. PUBLIC SAFETY REPLACEMENT OF DAMAGED AND DESTROYED OFFICE FURNITURE

The Council will consider the purchase of additional office furniture for the Oroville Public Safety facility that was damaged and destroyed

RECOMMENDATION

Authorize and direct staff to execute a one-time purchase from National Business Furniture for the purchase of workstations in the amount of \$12,492.26. CMAS Contract #4-20-71-00970

6. CAPITAL ASSET REPLACEMENTS FOR FISCAL YEAR 2022-23

The City Council may review requested capital asset purchases for fiscal year 2022-23.

RECOMMENDATION

Receive information. Items on this list have or will be submitted to Council on individual staff reports.

7. DONATION OF SURPLUS EQUIPMENT

The Council will consider donating surplus equipment.

RECOMMENDATION

Declare 5 file cabinets as surplus and authorize staff to donate them to the Oroville Community Concert Band.

REGULAR BUSINESS

8. SANK PARK PERIMETER FENCE OPTIONS FOR CONSIDERATION FOLLOWING RECEIPT OF BIDS

The City Council may review and consider two bids received following the publishing of a Request for Proposal (RFP) to fabricate and erect a fence and gates around the perimeter of Sank Park.

RECOMMENDATION

Select one of the following, or a combination:

Select Bid "A" and approve a budget adjustment of \$91,436.81 that includes a 10% contingency and authorize City Administrator to execute a Construction Agreement.

Select Bid "B" and approve a budget adjustment of \$445,192.50 that includes a 10% contingency and authorize City Administrator to execute a Construction Agreement.

Or provide another recommendation to staff.

REPORTS / DISCUSSIONS / CORRESPONDENCE

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

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on October 18, 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.



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**September 06, 2022
MINUTES**

This agenda was posted on September 2, 2022. This meeting was recorded and can be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

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

ABSENT: Council Member Janet Goodson

STAFF: Acting Police Chief Bill LaGrone, Business Assistance and Housing Director Amy Bergstrand, Assistant City Clerk Jackie Glover, Assistant Community Development Director Dawn Nevers, Assistant City Administrator Ruth Duncan, City Attorney Scott Huber, City Treasurer Karolyn Fairbanks.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and the Personnel Officer related to the following positions: Police Chief and Deputy City Clerk
2. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Two cases.
3. Pursuant to Government Code section 54956.9(d)(4), the Council met with the City Administrator and City Attorney regarding potential initiation of litigation – One cases.

OPEN SESSION

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

AYES: Hatley, Smith, Pittman, Riggs, Thomson, Reynolds

NOES: None

ABSTAIN: None

ABSENT: Goodson

PRESENTATIONS AND PROCLAMATIONS

1. Art Wall Presentation by the Rainforest Art Project – This item was postponed.

The following individuals spoke on non-agenda items:

- Don Blake
- Stephanie Eirish
- Brandon Theodore
- Bill Speer

The following individuals spoke on agenda items:

- The Cameraman – Item 10
- Bill Speer – Future Agenda Items

CONSENT CALENDAR

Motion by Council Member Smith and second by Vice Mayor Thomson to adopt the consent calendar excluding item 7. Motion passed.

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

1. SECOND READING OF THE CALPERS ORDINANCE TO AMEND THE CALPERS CONTRACT TO END SHARING ADDITIONAL COSTS FOR UNREPRESENTED EMPLOYEES

The Council conducted a second reading of the CalPERS Ordinance to amend the California Public Employees’ Retirement System (CalPERS) contract to end employees cost sharing for the Unrepresented Employee Unit.

Council waived the second reading, and adopted by title only, Ordinance No. 1868 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM.

2. TASK ORDER #5 - CONVENTION CENTER EXTERIOR ACCESS

The Council directed staff to issue Task Order #5 (TO #5) to W Gilbert Engineering to provide surveying, design, and bid documents for the improvement of exterior access at the Convention Center.

3. CONSIDER AND APPROVE RFP FOR CITYWIDE COMPENSATION STUDY

The City council approved a city-wide compensation study and give authority to release a request for proposals.

4. CONSIDER AND APPROVE A JOB DESCRIPTIONS FOR AIRPORT MANAGER, POLICE RECORDS SUPERVISOR AND ADMINISTRATIVE INTERN

The City Council approved the job descriptions in the agenda packet for Airport Manager. Police Records Supervisor and Administrative Intern and approved recruiting for the positions.

5. PURCHASE OF (1) VACTOR 2100 TRUCK FOR THE SEWER DIVISION

The Council received information regarding the purchase of, (1) Vactor 2100 truck for the Sewer Division in the amount of \$474,682.46.

6. PURCHASE OF ADDITIONAL VEHICLE LIFT FOR FLEET MAINTENANCE DIVISION

Council approved a \$27,811.04 expenditure for the addition of a new “2 post” lift including installation to aid it efficient repairs from the funds listed above.

Council Member Smith recused himself due to item 7 being related to his place of employment.

7. OROVILLE CHAMBER OF COMMERCE ANNUAL BBQ

The Council considered the purchase of a sponsor table at the 2022 Annual Oroville Area Chamber of Commerce Barbeque to be held on September 8, 2022

Motion by Vice Mayor Thomson and second by Council Member Riggs to authorize Staff to purchase of 2 tables for the city at the 2022 Annual Chamber Barbeque. Motion passed.

- AYES: Hatley, Pittman, Riggs, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Goodson, Smith (Recused)

Council Member Smith returned to the meeting.

REGULAR BUSINESS

8. ADD FUNDS TO AGREEMENT FOR PROFESSIONAL SERVICES WITH JENNIFER ARBUCKLE CONSULTING FOR FISCAL YEAR 2022/2023

The Council considered adding funds to the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance.

Motion by Council Member Smith and second by Council Member Riggs to approve adding funds to the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance in an amount not to exceed \$9,500 per month through Fiscal Year 22/23. Motion passed.

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

9. PURCHASE OF (2) TRUNARC TESTING DEVICES

The Council considered authorizing the Police Department to purchase two (2) TruNarc handheld narcotic analyzers with one year warranty and training for \$51,490.09.

Motion by Council Member Hatley and second by Council Member Smith to authorize the purchase of two (2) TruNarc handheld narcotic analyzers with one year warranty and training. Motion passed.

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

10. PURCHASE OF 50 APX8500 PORTABLE VEHICLE RADIOS, AND EQUIPMENT PLUS SOFTWARE TO ENCRYPT RADIOS TO MEET CURRENT DOJ REQUIREMENTS

The Council considered authorizing the purchase of 50-APX8500 vehicle radios, and equipment plus the software to encrypt the radios to meet current Department of Justice requirements, in an amount not to exceed \$571,245.10

Motion by Vice Mayor Thomson and second by Council Member Smith to authorize the Police Department to purchase 50 APX8500 Motorola radios and all necessary equipment and software for radios, in an amount not to exceed \$571,245.10, as outlined in the attached quotes.

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

REPORTS / DISCUSSIONS / CORRESPONDENCE

- 1. Council Announcements and Reports
 - a. Riggs – Spoke about the Miners Alley Restoration Event and Farm to Trail event hosted by the Downtown Business Association
 - b. Smith – Thanked Jordan’s Crossing for putting up the Salmon Festival Banners and spoke about the Salmon Festival; Spoke about his move to a new home.
 - c. Reynolds – Spoke about his Facebook page.
- 2. Future Agenda Items – Oak Tree Ordinance requested by Mayor Reynolds
- 3. Administration Reports
 - a. LaGrone – Chamber Dinner is Thursday, 2 tables reserved
 - b. Nevers – Spoke about new software the city is implementing
- 4. Correspondence - None

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 5:50pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



**September 20, 2022
SPECIAL MEETING MINUTES**

This agenda was posted on September 19, 2022 at 3pm. This meeting was recorded and may be viewed at cityoforoville.org.

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 4pm.

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

STAFF: City Administrator Bill LaGrone, Business Assistance and Housing Director Amy Bergstrand, Assistant City Clerk Jackie Glover, Fire Chief Chris Tenns, Assistant Planner Danny Kopshever, Assistant Community Development Director Dawn Nevers, Assistant City Administrator Ruth Duncan, City Attorney Scott Huber, Code Enforcement Director Ron Belser, City Treasurer Karolyn Fairbanks

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and the Personnel Officer related to the following positions: Police Chief
2. Pursuant to Government Code section 54956.9(d)(4), the Council met 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 met with the City Administrator, and the City Attorney relating to existing litigation: Sears v. City of Oroville

OPEN SESSION

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

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

PRESENTATIONS AND PROCLAMATIONS

1. Council received a presentation on the Art Wall project from the Rainforest Art Project

2. The Council received an update from Cal Fire on the Transition

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Tony Rosales
- Don Blake
- Stephanie Eirish
- Bill Speer
- Dr. Lamar Collins

The following individuals spoke on agenda items:

- Bill Speer – Item 2

CONSENT CALENDAR

Motion by Council Member Goodson and second by Council Member Smith to adopt the consent calendar excluding item 2. Motion passed.

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

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

The Council approved 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.

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.

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 Adopted 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 authorized the purchase of (2) 2023 Ford F-150 pickup trucks and (1) 2022 Ford Explorer from Oroville Ford.

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

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

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

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

2. AMENDMENT TO THE AGREEMENT FOR TREE PRUNING SERVICE

The Council considered 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.

Motion by Council Member Pittman and second by Council Member Goodson to approve as presented by Staff.

Motion by Vice Mayor Thomson and second by Mayor Reynolds to authorize Staff to amend the agreement for tree pruning services within the City’s public right of way to P31 Enterprises, Inc. to \$80,000 and bring back an RFP for an additional \$120,000 for tree pruning services.

Council Member Pittman withdrew his motion.

Motion by Vice Mayor Thomson and second by Mayor Reynolds passed unanimously.

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

REGULAR BUSINESS

8. PROJECT CONTRACT WITH Q & D CONSTRUCTION, LLC

The Council considered 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).

Motion by Council Member Goodson and second by Council Member Smith to 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). Motion passed.

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

PUBLIC HEARINGS

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

The Council conducted a public hearing to 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, the Council considered approving a budget adjustment utilizing the unanticipated program income funds for these activities.

Motion by Council Member Riggs and second by Council Member Smith to 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. Motion passed.

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

REPORTS / DISCUSSIONS / CORRESPONDENCE

- 1. Council Announcements and Reports
 - a. Goodson – Spoke about upcoming candidate forums
 - b. Smith – Mentioned the Salmon Festival Soiree and Salmon Festival
 - c. Pittman – Spoke about a Foster Youth Housing Vouchers Policy that is being discussed at the Butte County Housing Authority
- 2. Future Agenda Items –
 - a. Creative solutions for student foot travel on Foothill Blvd. around Ishi Middle School
 - b. Oak Tree Ordinance
 - c. Fencing on Table Mtn. Blvd Walkway.
- 3. Administration Reports
 - a. Tens – Mentioned that the Smoke Trailer is most likely in it’s last year of service
 - b. Duncan – Mentioned she is compiling a List of Vehicles for purchase this year.
 - c. Belser – Spoke about the Housing Navigator partnership and meeting with the Interim Feather River Recreation and Parks Manager
 - d. August 2022 Departmental Reports for Council Update (Written Report)
 - e. Police Department Monthly Report (Written Report)

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 6:12pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



**August 16, 2022
MINUTES**

This agenda was posted on August 12, 2022. This meeting was recorded and may be viewed at Ctiyofororville.org

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 4pm

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

STAFF: Acting City Administrator Tom Lando, Business Assistance and Housing Director Amy Bergstrand, Assistant City Clerk Jackie Glover, Cal Fire - Garrett Needles, City Treasurer Karolyn Fairbanks, Principal Planner Wes Ervin, Counter Technician Noelle Snow, Assistant Planner Conner Musler, Assistant Planner Danny Kopshever, City Attorney Scott Huber, Code Enforcement Director Ron Belser, Acting Police Chief Bill LaGrone, Assistant Community Development Director Dawn Nevers, Assistant City Administrator Ruth Wright

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and the Personnel Officer related to the following positions: Police Chief and Deputy City Clerk.
2. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – two case.
3. Pursuant to Government Code section 54956.9(d)(4), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – one case.

OPEN SESSION

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

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds

NOES: None

ABSTAIN: None

ABSENT: None

PRESENTATIONS AND PROCLAMATIONS

1. Branding Oroville - Presentation by the North Star Place Branding Team

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Don Blake
- Bill Speer

CONSENT CALENDAR

Motion by Council Member Goodson and second by Council Member Riggs to approve the consent calendar excluding items 4, 7 and 8. Motion passed.

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

1. APPROVAL OF THE MINUTES

The Council approved the minutes of August 2, 2022

2. ACCEPTANCE OF HOMELAND SECURITY GRANT PROGRAM (HSGP) FOR IPAD PRO TABLETS

The Council accepted the Homeland Security Grant Program (HSGP) for Federal Fiscal Year 2021 (FFY21) funds through Butte county Office of Emergency Management to purchase 7 iPad tablets for the Oroville Fire Department.

3. OROVILLE CONVENTION CENTER REQUEST FOR ADDITIONAL FUNDS FOR PAINT CHANGE ORDER

The Council authorized and directed staff to process an invoice to BELFOR Property Restoration in the amount of \$48,845.23 for the 2021 change order for exterior and interior painting of the Oroville Convention Center.

5. SECOND READING OF A RESOLUTION ELECTING TO HAVE THE CITY OF OROVILLE BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND CONSIDERATION OF AN ORDINANCE AMENDING TITLE 2 OF THE OROVILLE MUNICIPAL CODE AMENDING CHAPTER 2.24 BUREAU OF PURCHASE, CONCERNING THE IMPLEMENTATION OF UNIFORM CONSTRUCTION COST ACCOUNTING ACT PROCEDURES

The Council adopted Resolution No. 9085 electing to have the City of Oroville become subject to the California Uniform Public Construction Cost Accounting procedures, and adopt Ordinance No. 1866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADDING ARTICLE 4. SECTION 2.24.190 through 2.24.220 TO THE OROVILLE MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

6. AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC.

The Council adopted Resolution No. 9094 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC. – (Agreement No. 764-9).

9. GRANTING PG&E A TEMPORARY EASEMENT

The Council approved granting a temporary easement to PG&E at the municipal corporation yard (Yard) for the purposes of installing emergency generators.

10. RESPONSE TO 2019-2020 FINAL BUTTE COUNTY GRAND JURY REPORT

The Council approved the City of Oroville’s response to the 2019-2020 Final Butte County Grand Jury Report and authorize the Mayor to sign the response.

4. CONSIDER AND ADOPT THE REVISED MASTER SALARY SCHEDULE

The City Council considered and adopted the revised master salary schedule

Motion by Council Member Riggs and second by Vice Mayor Thomson to approve the master salary schedule. Motion passed.

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

7. AGREEMENT FOR AS NEEDED PROFESSIONAL ENGINEERING AND SERVICES WITH RICHARD WALLS, PE

The Council considered authorizing the Mayor to execute an agreement for as needed professional civil engineering services with Richard Walls, PE.

Motion by Council Member Riggs and second by Vice Mayor Thomson to authorize the Mayor to contract with Richard Walls for as needed professional engineering services in the amount of \$75.00/hour, not to exceed \$72,000/year. Motion passed.

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

8. OUT OF CLASS PAY FOR CITY ADMINISTRATOR DURING SERVICE AS ACTING POLICE CHIEF

The Council considered approving a 10% out of class pay for the City Administrator, Bill LaGrone, while he serves as the Acting Police Chief.

Motion by Vice Mayor Thomson and second by Council Member Smith to adopt the Resolution 9093 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A 10% OUT OF CLASS PAY FOR THE CITY ADMINISTRATOR, BILL LAGRONE, DURING SERVICE AS ACTING POLICE CHIEF. Motion passed.

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

REGULAR BUSINESS

11. REQUEST FOR DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

The Council considered the appointment of (1) one Council Member to serve as the City of Oroville's voting delegate and up to (2) two Council Members to serve as alternates for the 2022 League of California Cities Conference in Long Beach, CA.

Motion by Council Member Riggs and second by Vice Mayor Thomson to send 2 staff to the conference instead of council members. Motion passed.

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

PUBLIC HEARINGS

12. RESOLUTION OF INTENT TO AMEND THE CALPERS CONTRACT TO END UNREPRESENTED EMPLOYEES SHARING ADDITIONAL COSTS AND FIRST READING OF THE ORDINANCE

The Council considered approving a Resolution of Intent to amend the California Public Employees' Retirement System (CalPERS) contract to end employees cost sharing for the Unrepresented Employee Unit and conduct a public hearing on the first reading of the Ordinance to amend the contract.

Motion by Council Member Goodson and second by Council Member Smith to adopt Resolution No. 9095 - A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OROVILLE AND THE FIRST READING OF THE ORDINANCE. Motion passed.

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

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Riggs – Mentioned the Mile Long Yard Sale and Miners Alley Revitalization Project Event, Mentioned Huber's 12 year anniversary with the City
 - b. Smith – Mentioned the Salmon Festival September 24th and spoke about the Southside Community Center closing escrow soon.
 - c. Reynolds – Spoke about Council Member Smith running unopposed in his district.
2. Future Agenda Items

- a. Pittman – Fire Equipment Milage
- b. Belser – Code Enforcement Procedure Manual
- 3. Administration Reports
 - a. Lando – Staff working with developers for subdivisions and 1-2 major employers
 - b. Belser – Spoke about the various projects his department is working on
 - c. Nevers – Mentioned that the RFP for Sank Park Fence is open, RFP for Transportation Art in partnership with Caltrans is also open
 - d. Departmental Reports for Council Update - Written
 - e. Police Department Monthly Report for July 2022 - Written

ADJOURN THE MEETING

Mayor Reynolds Adjourned the meeting at 5:55pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

RE: FAA GRANT ACCEPTANCE FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-06-0178-027-2022 AT OROVILLE MUNICIPAL AIRPORT AND STATE DEPARTMENT OF TRANSPORTATION AIP MATCHING GRANT

DATE: OCTOBER 4, 2022

SUMMARY

The Council may consider accepting a \$511,101 AIP Grant offer from the Federal Aviation Administration (FAA) for the Oroville Municipal Airport and a State Department of Transportation AIP Matching grant in the amount of \$25,555.

DISCUSSION

The Crack Seal and Remark of Runway 2-20 and Associated Taxiways are a priority project on the City's Airport Capital Improvement Program for the Oroville Municipal Airport. The FAA is offering the City a grant in the amount of \$511,101 to complete the Crack Seal Project. The Crack Seal and Runway Remarking project will include:

1. Crack Seal and Remark Runway 2-20 (100 ft x 6,360 ft) and Taxiways A, B, C, and E within the runway hold bars (50 ft x 810 ft);
2. Crack Seal and Remark Taxiways A, B, C, D, E, and L, and the South Apron Taxiway (50 ft. X 8,250 ft.)

FISCAL IMPACT

There is no impact to the general fund. A 10% grant match is required from the City's Airport Fund as is normally the case with FAA grants. An application has been made to CALTRANS for a 5% grant match that if successful, will result in the Airport Fund only needing to pay 5% which is \$25,555. If the Caltrans does not provide a 5%, there are adequate funds in the Airport Fund to pay the 10% grant match of \$51,110.00. The current Airport cash balance is \$508,316.24

RECOMMENDATION

Adopt Resolution 9099 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, APPROVING THE ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR AIRPORT IMPROVEMENT PROGRAM PROJECT

NO. 3-06-0178-027-2022 AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE GRANT AGREEMENT.

Adopt Resolution 9100 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

ATTACHMENTS

- Resolution No. 9099
- Federal Aviation Administration Grant Offer No. 3-06-0178-027-2022 for the Oroville Municipal Airport
- Resolution No. 9100

**CITY OF OROVILLE
RESOLUTION NO. 9099**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
ACCEPTING THE FEDERAL AVIATION AIP GRANT NO. 3-06-0178-027-2022
AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE AIRPORT GRANT
AGREEMENT.**

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

1. The City has received an offer from the FAA to receive \$ 511,101 in grant funding for the Crack Seal and Remark of Runway 2-20 and Associated Taxiways Project to be completed under the City’s 2021 ACIP.
2. The Oroville City Administrator is hereby authorized to sign the grant agreement.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on October 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk



U.S. Department of Transportation
Federal Aviation Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<u>September 9, 2022</u>
Airport/Planning Area	<u>Oroville Municipal Airport</u>
FY2022 AIP Grant Number	<u>3-06-0178-027-2022</u>
Unique Entity Identifier	<u>EX91FLQMXKJ8</u>
TO:	<u>City of Oroville</u>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 29, 2022, for a grant of Federal funds for a project at or associated with the Oroville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Oroville Municipal Airport (herein called the "Project") consisting of the following:

Crack Seal Runway 2/20 and Associated Taxiways
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$511,101.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 511,101 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

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2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

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- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

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- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

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- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

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2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 02/19/2014, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

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27. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - a. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - b. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Amy Choi for Laurie J. Suttmeier
Amy Choi for Laurie J. Suttmeier (Sep 9, 2022 13:48 PDT)

(Signature)

Amy Choi for Laurie J. Suttmeier

(Typed Name)

Assistant Manager SFO ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 12, 2022

City of Oroville

(Name of Sponsor)

Bill LaGrone

Bill LaGrone (Sep 12, 2022 08:02 PDT)

(Signature of Sponsor's Authorized Official)

By: Bill LaGrone

(Typed Name of Sponsor's Authorized Official)

Title: City Administrator

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Scott E. Huber, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 12, 2022

Scott E. Huber
By: Scott E. Huber (Sep 12, 2022 08:38 PDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

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- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

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- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

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document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

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- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

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revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

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to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City of Oroville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

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participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of March 29, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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**CITY OF OROVILLE
RESOLUTION NO. 9100**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

WHEREAS, the City of Oroville and the Federal Aviation Administration are parties to federal AIP grant 3-06-0178-027-2022 for Crack Seal and Remark of Runway 2-20 and Associated Taxiways at the Oroville Municipal Airport; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant;

NOW, THEREFORE BE IT RESOLVED that the City of Oroville of the County of Butte, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the City of Oroville of the County of Butte does hereby authorize the City Administrator to sign any documents required to apply for and accept these subject funds on behalf of the City of Oroville.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on October 4, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIR.

RE: REPAIRS TO THE UPLIFTED SIDEWALK IN THE DOWNTOWN OROVILLE AREA BY PRECISION CONCRETE

DATE: OCTOBER 4, 2022

SUMMARY

Council may receive information regarding the completion of repairs to the uplifted sidewalks areas in the downtown Oroville location with Precision Concrete as identified in their Zone 1, Phase 2 & 3 Assessment, and Zones 2 for a \$400,000.00 as budgeted in the 22-23 Fiscal Year.

DISCUSSION

Precision Concrete is a member of our inter-governmental JPA and as such can be sole sourced. The services they provide assist the City in maintaining our ADA Barrier Removal Plan and thus maintain our due diligence in compliance with accessibility responsibilities of our City. Additionally, they provide the corrective solutions that we must incorporate in areas that are non-compliant.

On October 6, 2020, the Council approved engaging Precision Concrete to develop the sidewalk condition assessment. Precision Concrete separated the City into 5 zones to conduct their assessment of the sidewalks. All 5 Zones assessments are now complete, and reports have been received and reviewed by staff.

On June 1, 2021, the City Council authorized the execution of Zone 1, Phase 1 for \$99,911.33. The work performed by Precision Concrete was that of quality and expedited quickly. Phase 1 focused on Mitchell Ave, Pomona Ave., High St. and Robinson from Feather River Blvd. to the railroad tracks. The assessment focused on the downtown area of Oroville with uplifted sidewalk panels ½" or greater to be repairs. Precision Concrete used their patented saw cutting technique resulting in an edge-to-edge repair of the sidewalks with an ADA compliant slope when complete.

The following Zone 1 (Phase 2 & 3) and Zone 2 have been budgeted for in the in the 2022/2023 fiscal year. Staff will return for the for FY 23/24 with the remaining Zones 3-5 for a total of \$192,099.00

FISCAL IMPACT

Staff has budgeted to Zone 1 (Phase 2 & 3) and Zone 2 in the amount of \$ 400,000.00 for sidewalk repairs in the Capital Improvements Fund 7311-6110. Appropriations of \$2,500,000 were included in the 2022/23 Fiscal Year budget.

RECOMMENDATION

For informational purposes.

ATTACHMENTS

Exhibit A - Zone 1 (Phase 2 & 3) and Zone 2 Oroville Sidewalk Assessment

ZONE 1

Phase 1
COMPLETE
\$99,911.33

Phase 2
\$99,911.33

Phase 3
\$99,911.33





ZONE 2

Phase 1
\$33,831.67

Phase 2
\$33,831.67

Phase 3
~~**\$33,831.67**~~
\$17,426

Phase 3: Removal of Oro Dam Blvd lifted sidewalks.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSIST. COMMUNITY DEVELOPMENT DIRECTOR

RE: SURCHARGE ON PURCHASE OF VACTOR 2100 TRUCK FOR THE SEWER DIVISION

DATE: OCTOBER 4, 2022

SUMMARY

The Council is requested to approve the Heavy-Duty pricing surcharge and Vactor Materials surcharge, for (1) Vactor 2100 truck for the Sewer Division in the amount of \$8,500.

DISCUSSION

In the 2021/2022 Fiscal Year budget, the Council approved the newly adopted Fleet Replacement Program to replace outdated and non-compliant equipment and vehicles. The (1) Vactor 2100 truck for the Sewer Division was within that first year’s round of equipment to be replaced. The City has taken delivery of the Vactor 2100 truck but due to unprecedented events within the Heavy Duty and Vactor markets there was an additional \$8,500 surcharge placed on this unit (information attached).

On March 23, 2022, Owen Equipment (the Vactor Dealer) was notified by Federal Signal that Kenworth would implement a material surcharge immediately on all model 2023 truck chassis in the amount of \$5,000. On May 9, 2022, Vactor also applied a \$3,500 surcharge on any shipment after April 4, 2022 in the amount of \$3,500, for a total combined surcharge of \$8,500

FISCAL IMPACT

All equipment has been budgeted in the 22/23 Fiscal year and will be charged to Account No. 7301-8030.

RECOMMENDATION

Approve the additional surcharge for Vactor 2100 in the amount of \$8,500.00

ATTACHMENTS

- (1) Letter from Owen Equipment to City of Oroville explaining surcharges
- (2) Letter from Federal Signal to Owen Equipment explaining surcharges



May 18th, 2022

To: City of Oroville

Re: Kenworth & Vactor Material Surcharge

On March 23rd, 2022, we were notified by Federal Signal that Kenworth would be implementing a material surcharge immediately on all Model Year 2023 truck chassis as follows.

- \$5,000 Heavy Duty pricing surcharge on all model year 2023 orders

Also, on May 9th 2022, Vactor has applied a Material Surcharge on any shipment after April 4th, 2022 for All Products in the amount of \$3,500.00

New Charges on the Order:

Kenworth - \$5,000.00 Heavy Duty pricing surcharge
Vactor Products- \$3,500.00 Vactor Materials surcharge
Total Price Increase - **\$8,500.00**

We are in unprecedented times and have been forced to add notices on all new quotes going out about potential increases that may be applied after the order is in. We are also asking that this be signed in acknowledgement. Being that your order was placed before this we are asking for any help you can offer regarding these charges that are being applied to Owen Equipment for your order. I have included the document sent by Federal Signal regarding this matter for your review. We appreciate you as a customer and our long business relationship.

Thank you for your consideration,

Chad Medina
Account Manager



1415 West 22nd Street, Suite 1100
Oak Brook, Illinois 60523
630.954.2000
federalsignal.com

March 23, 2022

Dear Valued Dealer Partner,

Over the course of the last year, we have seen unprecedented events unfold within our markets, including one of the tightest labor markets and highest inflation rates in a generation. The dramatic cost increases within our supply chain for almost all components that we use in our production processes have accelerated into this year. Most of these cost increases have taken immediate effect, with little-to-no advanced notice, and were not subject to negotiation.

Given our extended current lead times, these increases have adversely impacted the cost of producing our current backlog. To date, Federal Signal’s efforts to try and mitigate these factors have been limited to pricing actions on new orders. Unfortunately, after extensive discussions and weighing all the factors, we find ourselves in the unenviable position of having to adjust the price of Vactor, Guzzler, TRUVAC, Westech, and Elgin units that are not yet shipped and, in our backlog, as outlined below:

1. **All** Elgin, Vactor, TRUVAC, Westech, and Guzzler units **not designated with an end-customer name** (i.e., dealer stock, demo, or rental units) will be moved to January 1, 2022, pricing. Given the challenges of passing on price adjustments to named end-customers, this pricing change **will not apply** to named end-customer units and **Federal Signal will absorb this amount**.
2. Beginning on April 4, 2022, **all** shipments (including named end-customer units), will receive a Material Surcharge per the chart below:

		Material Surcharge for all shipments beginning April 4, 2022
Elgin	All Products	\$2,500
Vactor	2100i	\$3,500
	Jetter, iMPACT	\$2,500
TRUVAC	HXX, QX, FLXX, Prodigy, Wolf, Coyote	\$3,500
	Paradigm	\$2,500
Guzzler	All Products	\$3,500
Westech	All Products	\$3,500

3. **All** quotes issued, or orders accepted, after the date of this memo will be subject to the applicable Material Surcharge per the chart above.
4. Due to the large current backlog of 2100i units, in lieu of the \$3,500 Material Surcharge, all quotes issued, or orders accepted, after the date of this memo for **2100i units only** will include a 6% increase from January 1, 2022, pricing.

Additionally, PACCAR has recently announced certain “Model Year 2023 Pricing Surcharges” that will be applied to all chassis firm scheduled by PACCAR on or after April 1, 2022. The details of these surcharges include:



- *\$5,000 Heavy Duty pricing surcharge on all Model Year 2023 orders.*
- *\$3,500 Medium Duty pricing surcharge on all Model Year 2023 orders.*
- *Surcharge will be rolled into "Total Surcharge/Options Not Subject to Discount" line on PACCAR's invoice.*

As a result, **effective immediately**, Elgin, Vactor, TRUVAC, Guzzler, and Westech will be updating chassis pricing to incorporate the Model Year 2023 Pricing Surcharges by model for all PACCAR chassis (Kenworth and Peterbilt).

Several things to note:

- You will receive a revised Sales Order Acknowledgment for all existing orders impacted by the pricing actions outlined in this memo.
- A dealer stock, demo, or rental unit does not qualify as a "named end-customer" unit. The unit must have had an end-user customer name attached to the order prior to the release of this notification.
- Due to the unusual circumstances, these actions are non-negotiable. We will be happy to speak with you on the subject, but no discounting will be allowed to relieve an order of these pricing adjustments.

Federal Signal does not take these actions lightly and acknowledges the challenges that this represents for you, our valued dealer partners. However, in order to maintain the high standards of product quality, product support, and innovation that you expect from us, we feel that these actions are warranted, now and for our collective future. At every level within our organization, we remain committed to you, and your dealership's success.

Best regards,



William "Mickey" McKee | Vice President of Sales, Environmental Solutions Group

630-338-3075 Mobile | wmckee@federalsignal.com

Federal Signal | 1415 West 22nd Street | Suite 1100 | Oak Brook, IL 60523





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, POLICE CHIEF

RE: PUBLIC SAFETY REPLACEMENT OF DAMAGED AND DESTROYED OFFICE FURNITURE

DATE: OCTOBER 4, 2022

SUMMARY

The Council will consider the purchase of additional office furniture for the Oroville Public Safety facility that was damaged and destroyed

DISCUSSION

The Oroville Police Department has been undergoing a renovation since 2019. In August of 2019, the Oroville Public Safety Facility was damaged when a motorist intentionally drove a vehicle into the front of the building. The facility and its contents sustain water damage as a result. The criminal that drove his vehicle into the front of the building did have minimal insurance and some of the cost for repair were covered; however, the cost has well exceed the limits of the insurance policy.

In November of 2021 a remodel and repair project was published and then awarded to D.H. Slater & Sons, Inc. This remodel and repair included reconfiguration of offices and bring building into compliance with the Americans with Disability Act. These required changes made it necessary to replace old and non-compliant equipment and furniture. The Oroville Police Department facility has been used for 24 hours a day for over the last 39 years. Many of the Department's appliances and workstations have been in use for over 20 years. Many of the workstations are broken and do not meet workplace health and safety requirements.

In June of 2022 the Council authorized the replacement of furniture and appliances that were either damaged or destroyed. While moving office furniture that was repurposed it was discovered that the furniture was damaged or when attempting to reassemble the furniture the fasteners would no longer hold the furniture together. An additional issue is the poor condition of the lamination on the furniture, movement and packing has caused damage to the furniture. Much of the furniture is made of particle board and is not meant to be assembled and disassembled.

FISCAL IMPACT

\$9,019.53 from the Police Department budget 2401-6240 - Equipment
\$3,472.73 from the Fire Department budget 2801-6240 - Equipment

RECOMMENDATION

1. Authorize and direct staff to execute a one-time purchase from National Business Furniture for the purchase of workstations in the amount of \$12,492.26. CMAS Contract #4-20-71-00970

ATTACHMENTS

1. National Business Furniture Quotes



NATIONAL BUSINESS FURNITURE

Quote # QL301878 (v1)

National Business Furniture, LLC
770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349

Ship-To Address gzarate@oropd.org

GIL ZARATE
OROVILLE POLICE DEPARTMENT
2055 LINCOLN STREET
OROVILLE, CA 95965
(530) 538-2465
Source: OS0007
Cat: 86-C
Cust#: AV2370

Bill-To Address gzarate@oropd.org

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
13501	1	L Desk with Right Return	Warm Fruitwood Finish/Black Accent Finish	1-2 Wks	\$2,699.00	\$2,294.15	\$2,294.15
223757	1	La-Z-Boy Executive Chair	Black Bonded Leather/Wood Base	3-5 Wks	\$529.00	\$449.65	\$449.65
223883	1	42" Square Table	American Espresso/Tungsten Base	2-4 Wks	\$479.00	\$407.15	\$407.15
36330	1	Two Drawer Lateral File	Warm Fruitwood Finish/Black Accent Finish	1-2 Wks	\$999.00	\$849.15	\$849.15
51665	4	Sled Base Stack Chair	Black Polypropylene/Black Frame	1-2 Wks	\$79.00	\$67.15	\$268.60
55657	2	Guest Chair Leather	Black Leather/Mahogany Wood Finish	Ships Today	\$929.00	\$789.65	\$1,579.30

Important Information:

DELIVERY LEVEL - TAILGATE DELIVERY, YOU WILL NEED PERSONNEL OR EQUIPMENT TO LOWER THE ITEMS FROM THE TRUCK AND BRING THEM INSIDE. PLEASE CONTACT US IF INSIDE DELIVERY IS REQUIRED

Customer: Your local sales associate is Elizabeth Antonini

Price reflects quoted discount, valid for 10 days from 8/19/2022, with the exception of dated sales and promos.

Merchandise	\$6,880.00
Total Discount	1,032.00
Merchandise Subtotal	5,848.00
Shipping & Handling	1,196.20
Subtotal	7,044.20
Total Tax	00
Order Total	\$7,044.20



NATIONAL BUSINESS FURNITURE

Quote # QL301878 (v1)

National Business Furniture, LLC
 770 South 70th Street Milwaukee, WI 53214
 phone (800) 558-1010 x fax: (800) 329-9349

Ship-To Address gzarate@oropd.org

GIL ZARATE
 OROVILLE POLICE DEPARTMENT
 2055 LINCOLN STREET
 OROVILLE, CA 95965
 (530) 538-2465
 Source: OS0007
 Cat: 86-C
 Cust#: AV2370

Bill-To Address gzarate@oropd.org

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
	1	LIFETIME GUARANTEE			FREE		

Important Information:

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Need a copy of our W-9? Please visit our website at: <https://www.nbf.com/Customer-Services/FAQs/Duns-and-Federal-Tax-Identification-Numbers>

Merchandise	\$6,880.00
Total Discount	1,032.00
Merchandise Subtotal	5,848.00
Shipping & Handling	1,196.20
Subtotal	7,044.20
Total Tax	00
Order Total	\$7,044.20

Item 5.

Order PO#: 67

Quoted By: ELIZABETH ANTONINI Ext: On: 08/19/22 Page 2



NATIONAL BUSINESS FURNITURE

Quote # QL302771 (v1)

National Business Furniture, LLC

770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349

Ship-To Address gzarate@oropd.org

GIL ZARATE
OROVILLE POLICE DEPARTMENT
2055 LINCOLN STREET
OROVILLE, CA 95965
(530) 538-2465
Source: OS0007
Cat: 86-C
Cust#: AV2370

Bill-To Address gzarate@oropd.org

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
44217	2	Mark this item for Not Assigned Circle-Back Stool	Black Vinyl/Cherry Wood Back/Black Frame	1-2 Wks	\$259.00	\$194.25	\$388.50
36975	1	Mark this item for Lt. Zarate-Office Hutch for Lateral File	Classic Cherry Laminate/Soft Black	Ships Today	\$399.00	\$359.10	\$359.10
401446	1	Desk Return/Bridge	Classic Cherry/Soft Black	Ships Today	\$379.00	\$341.10	\$341.10
30936	1	Mark this item for Marci's Office Box/Box/File Mobile Pedestal	Concrete	Ships Today	\$549.00	\$494.10	\$494.10
	1	LIFETIME GUARANTEE			FREE		

Important Information:

DELIVERY LEVEL - TAILGATE DELIVERY, YOU WILL NEED PERSONNEL OR EQUIPMENT TO LOWER THE ITEMS FROM THE TRUCK AND BRING THEM INSIDE. PLEASE CONTACT US IF INSIDE DELIVERY IS REQUIRED

Customer: Your local sales associate is Elizabeth Antonini

Price reflects quoted discount, valid for 10 days from 9/6/2022, with the exception of dated sales and promos.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Merchandise	\$1,845.00
Total Discount	262.20
Merchandise Subtotal	1,582.80
Shipping & Handling	392.53
Subtotal	1,975.33
Total Tax	00
Order Total	\$1,975.33

Item 5.

Order PO#: 68

Quoted By: ELIZABETH ANTONINI Ext: On: 09/06/22 Page 1

Bill LaGrone

From: Tenns, Chris@CALFIRE <chris.tenns@fire.ca.gov>
Sent: Wednesday, September 28, 2022 12:51 PM
To: Bill LaGrone
Subject: Fwd: Confirmation of your NBF order MK584349

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Chris Tenns
Assistant Chief – Oroville City Division
CALFIRE / [Butte County Fire Department](#)
[Oroville Fire Department](#)
(530) 538-2480
(530) 868-8439

From: Chris Tenns <ctenns@orofd.org>
Sent: Wednesday, September 28, 2022 12:49:26 PM
To: Tenns, Chris@CALFIRE <chris.tenns@fire.ca.gov>
Subject: Fwd: Confirmation of your NBF order MK584349

Warning: this message is from an external user and should be treated with caution.

Begin forwarded message:

From: laservice@nationalbusinessfurniture.com
Date: September 26, 2022 at 16:43:44 PDT
To: Chris Tenns <ctenns@orofd.org>
Subject: Confirmation of your NBF order MK584349

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.



Desks Chairs Tables Filing Storage Cubicles

Thank you for your order!

Your order has been received and is currently being processed.

Once your item(s) ships, we will send you an email with the tracking number(s) so you can track your order.

Please review this entire confirmation for accuracy: delivery location, billing information, items, shipping methods, estimated arrival and special notes.

Thank you for choosing National Business Furniture!

Shipping Address

Chris Tenns
Fire Chief
Oroville Fire Department
2055 Lincoln St.
Oroville, CA 95966
Phone: (530) 538-2480

Billing Information

Chris Tenns
Fire Chief
Oroville Fire Department
2055 Lincoln St.
Oroville, CA 95966
Phone: (530) 538-2480

Please note, delivery times may be impacted by the current COVID-19 outbreak. For information on what we are doing, please visit our website. <https://nationalbusinessfurniture.com/covid-19>

Here is what we are shipping:

Order: MK584349-TDQ
Arriving no later than: 10/7/2022
Shipping Option: TRUCK + LIFTGATE

Item Number	Item Description	Qty	Each	Total
15928	Double Pedestal Executive Desk Espresso	1	\$1,466.10	\$1,466.10
15940	Lower Door Bookcase Espresso	2	\$701.10	\$1,402.20

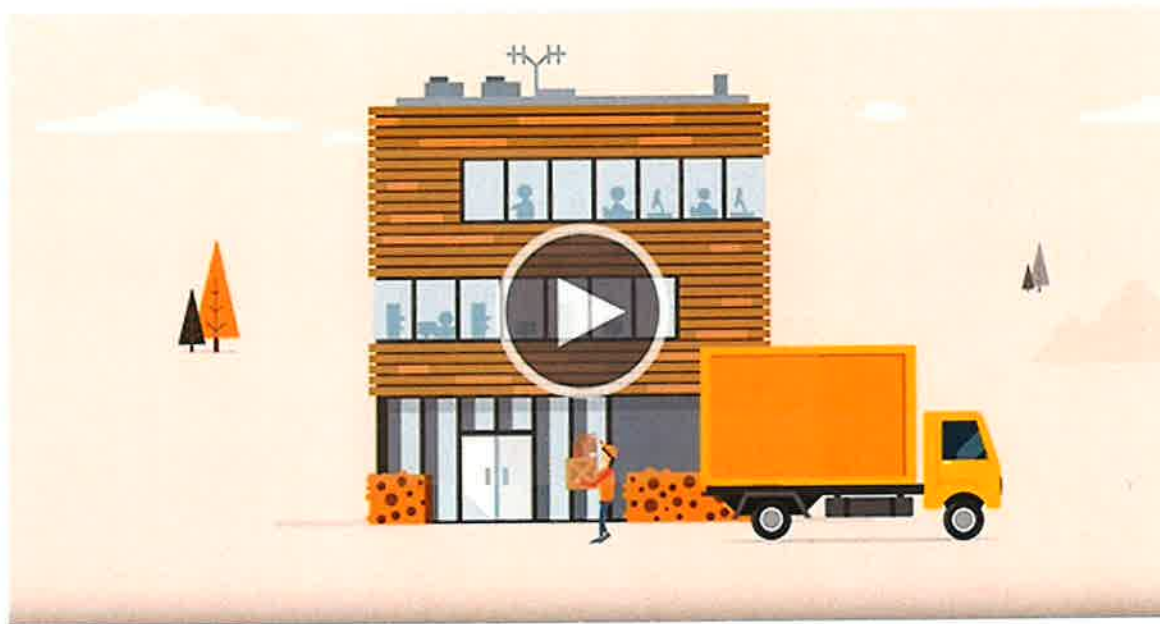


Please allow 24 hours for the order to appear online. You will be asked to enter your order number, **MK584349**, and billing zip code, **95966**, to access the order online.

Merchandise	\$3,187.00
Discount	\$318.70
Delivery	\$367.80
Additional Delivery Services	\$0.00

Subtotal	\$3,236.10
Sales Tax	\$236.63
<hr/>	
Total	\$3,472.73
<hr/>	
Payments	\$0.00
<hr/>	
Balance Due	\$3,472.73

Wherever possible, we consolidate into the fewest amount of shipments. You may however receive more than one delivery based on the product you selected.



What are the next steps...

1

Your items will arrive either via a large truck, package carrier, or if selected, via a moving or installation company.

2

Depending on your selected delivery options, you may need personnel to unload the merchandise and bring it inside your office.

CITY OF OROVILLE
VEHICLE AND EQUIPMENT DEPARTMENT REQUESTS
For Budget Year 2022 23

Item 6.

Depart	Vehicle/Equipment	Description	SR	PO#	Paid	Cost Est.	FUNDING				
							Capital Asset Repl	Sewer	Airport	Impact Fee	Other
							Fund	Fund	Fund	Fund	Funds
Police											
	8 Police Vehicles, carryover from SUV's for Patrol - 1 rec'd in price		09/21/21	22020		480,000.00	480,000.00				
	4 Police Vehicles, carryover from SUV's for Patrol 4 for PD one for		04/05/22			240,000.00	240,000.00				
	2 Police Vehicle, current year To make 14 total requested		None yet			130,000.00	130,000.00				
	50 APX8500 Portable Vehicle Radios		09/06/22	23010		571,245.10					571,245.10
	TruNarc devices		09/06/22	23020		51,490.09					51,490.09
Fire											
	PCT11 Combi Tool	Extrication equipment	04/05/22	22047	09/08/22	34,962.94					5,022.48
	1 Command Vehicle (from prior year)	2022 Ford F-250				90,000.00	90,000.00				
	17 BK HT's	Handheld radios				35,000.00					35,000.00
	Scott SCBAs	Self Contained Breathing Apparatus				100,000.00	100,000.00				
Code Enforcement											
	1 Ford Escape		04/05/22	22048	09/22/22	27,865.00	27,865.00				
	1 Ford Escape		04/05/22	22048		27,865.00	27,865.00				
	1 Ford F-150 Truck	Ordered for Fire but issued to	04/05/22	22049	08/18/22	37,895.00	37,895.00				
	1 Ford F-150 Truck		04/05/22	22049		37,895.00	37,895.00				
Public Works											
	PW Managers truck					43,000.00	43,000.00				
	Engineering truck	2023 F150 4x2 Truck	09/20/22	23024		43,000.00	43,000.00				
	(2) One-ton dump trucks	2 PW replacement trucks				93,142.50	93,142.50				
Planning											
	Planning vehicle	2022 Ford Explorer	09/20/22	23024		53,174.26	53,174.26				
Building											
	Inspectors truck	2023 F150 4x2 Truck	09/20/22	23024		43,000.00	43,000.00				
Sewer											
	Vactor	2100I Vactor	09/06/22	22021	09/15/22	474,682.46			474,682.46		
	Vactor	Surcharge for Vactor				8,500.00			8,500.00		
	CCTV Van					250,000.00			250,000.00		
	Electricians Ariel Lift Truck					189,638.63			189,638.63		
Parks											
	John Deere Gator	1/3 for Parks	08/02/22	23016		5,670.25	5,670.25				
Streets											
	Street sweeper (From prior year)	2021 Freightliner M@ Chassis	03/21/22	22039	08/11/22	341,977.01	341,977.01				
	(1) One-ton dump trucks					62,095.00	62,095.00				
	Backhoe	CAT 420 Loader	08/02/22	23017		160,929.16	120,696.87		40,232.29		
	Motor Grader	Caterpillar 120GC	08/02/22	23015		261,381.53	175,125.63		86,255.90		
	Pull behind herbicide spray rig	To be shared with the Airport	08/02/22	23016		17,770.00	8,885.00		8,885.00		
	John Deere Gator	2/3 for Streets and Airport	08/02/22	23018		11,512.34	5,670.25		5,842.09		
Streets-continued											

10 Wheeler Dump Truck		252,000.00	252,000.00			
Skid steer attachments		50,000.00	50,000.00			
Skid steer trailer		38,000.00	38,000.00			
5 Yard Dump Truck		125,000.00	125,000.00			
Loader bucket attachment	4-1 piece	8,000.00	8,000.00			
Mechanics shop						
Vehicle lift	25% each Streets, Fire, Police, 09/06/22 23021	27,811.04	20,858.28	6,952.76		
4-Column HD Truck lift		50,234.92	50,234.92			
Total Cost		4,474,737.23	2,711,049.97	929,773.85	141,215.28	40,022.48
						622,735.19

Item 6.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

**FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR,
ADMINISTRATIVE SERVICES**

RE: CAPITAL ASSET REPLACEMENTS FOR FISCAL YEAR 2022-23

DATE: OCTOBER 4, 2022

SUMMARY

The City Council may review requested capital asset purchases for fiscal year 2022-23.

DISCUSSION

During the budget cycle for fiscal year 2022-23, departments submitted their asset replacement requests for the current budget year. Attached is a compiled list of the assets and the recommended funding source.

In past years the City didn't have funding for these assets so there was very little activity. The current budget has included transfers to the Capital Asset Replacement Fund and the Capital Improvement and Projects Funds. The original source comes from our 1% District Tax Fund.

Many of these assets were taken to Council in the prior year but with supply challenges many have carried over to this fiscal year.

For the next fiscal year, it is the goal and intention of staff to have this list compiled and submitted with the annual budget. Once approved the finance department will track and periodically bring the list to Council to receive information regarding the status of the purchase. If Council approves, we ask that for next year we don't bring each and every item to Council throughout the year, rather if the list is approved, Council will be updated on the status of the purchase through the submittal of the list periodically.

The balance in the Capital Asset Replacement fund after the items on this list are purchased will be approximately \$1,104,458.29.

FISCAL IMPACT

\$2,711,049.97 from the Capital Asset Replacement Fund 300-7301-8020 for Equipment or 300-7301-8030 for Vehicles.

RECOMMENDATION

Receive information. Items on this list have or will be submitted to Council on individual staff reports.

ATTACHMENTS

Capital Asset Replacement list for fiscal year 2022-23



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR,
ADMINISTRATIVE SERVICES**

RE: DONATION OF SURPLUS EQUIPMENT

DATE: OCTOBER 4, 2022

SUMMARY

The Council will consider donating surplus equipment.

DISCUSSION

After the major City scanning project there is a surplus of file cabinets in the basement at City Hall. We have a request from the Oroville Community Concert Band for 5 file cabinets to keep music sheets organized in. There are over 10 empty file cabinets that are no longer in commission.

FISCAL IMPACT

No fiscal impact

RECOMMENDATION

Declare 5 file cabinets as surplus and authorize staff to donate them to the Oroville Community Concert Band.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

**RE: SANK PARK PERIMETER FENCE OPTIONS FOR CONSIDERATION
FOLLOWING RECEIPT OF BIDS**

DATE: OCTOBER 4, 2022

SUMMARY

The City Council may review and consider two bids received following the publishing of a Request for Proposal (RFP) to fabricate and erect a fence and gates around the perimeter of Sank Park.

DISCUSSION

Following the City Council's approval on September 7, 2021, of the application for Per Capita funding for fencing to be installed around the perimeter of Sank Park and Rotary Park. Staff sought input from the Park Commission and the Historic Advisory Commission for new fencing because the location is a City park and falls within the Downtown Historic Overlay.

The fencing will replace the deteriorating wood and chain link fence surrounding Sank Park with a wrought iron fence. The fence design elements were approved on April 19, 2022 and required the following:

- 5' tall fence
- 6" curb under fence
- Ornate corner posts with finials
- Pickets will be slender with pointed tips
- (2) vehicle gates and (4) man gates
- Man gate at Montgomery Street entrance will be inset for a more pronounced entrance to have a decorative elements
- Dusk to dawn hardware is desired for safety and to secure closure during the evening hours

The intent is to prevent further vandalism of the historic home and park grounds during the evening hours and preserve the historic character of the home.

Following Council approval on April 19, 2022, a Request for Proposal (RFP) was published, and a mandatory job walk was held on August 25, 2022. Staff received two proposals with the low bidder’s proposal not being fully responsive and proposing prefabricated fence panels. The second bidder proposed a fully custom fence that meets the requested list stated above.

Bidder Name	Total Bid Amount	10% Contingency	Project Total
A. Northstate Earth & Water, Inc.	\$244,898.92	\$24,489.89	\$269,388.81
B. B&M Builders, Inc.	\$566,495.00	\$56,649.50	\$623,144.50

FISCAL IMPACT

A Per Capita allocation of \$177,952.00 is available from the State Department of Parks & Recreation. A budget adjustment of \$91,436.81 for Bid “A” and \$445,192.50 for Bid “B” will be necessary.

RECOMMENDATION

Select one of the following, or a combination:

1. Select Bid “A” and approve a budget adjustment of \$91,436.81 that includes a 10% contingency and authorize City Administrator to execute a Construction Agreement.
2. Select Bid “B” and approve a budget adjustment of \$445,192.50 that includes a 10% contingency and authorize City Administrator to execute a Construction Agreement.
3. Or provide another recommendation to staff.

ATTACHMENTS

- Sank Park Fence Summary of Proposals Received
- Bid A – Northstate Earth & Water, Inc.
- Bid B – B&M Builders, Inc.

CITY OF OROVILLE BID SUMMARY

PROJECT: Bid RFP #PK-08-11-2022 - SANK PARK FENCE PROJECT

OPENING DATE: 09/19/2022

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: Dawn Nevers and _____

Bidder Name/Address and Phone	Base Bid Amount	Additive Alternatives	Total Base Bid + Additive Alternatives
Northstate Earth and Water Inc.	244,898.92	Ø	\$ 244,898.92
B&m Builders, Inc.	566,495.00	Ø	\$ 566,495.00

SECTION 00 42 00
 BID PROPOSAL

Project: CITY OF OROVILLE SANK PARK FENCING PROJECT

Bidder Name	Northstate Earth and Water INC		
Bidder Representative(s)	Georgetta Fitzgerald Secretary/Treasurer		
	Name and Title Michael Fitzgerald President		
Bidder Representative(s) Contact Information	Email Address(es)		Phone/Fax
	mike@northstateew.com georgetta@northstateew.com		(530) 351-3604 Telephone () Fax
Bidder Mailing Address	Po Box 494130		
	Address Redding, CA 96049 City/State/Zip Code		
California Contractors' License	882240 DIR# 1000010134		
	Number General A - HAZ 8/31/2024 Classification(s) and Expiration Date		

1. Bid Proposal.

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **CITY OF OROVILLE SANK PARK FENCING PROJECT**, for the sum of:

\$, 2 4 4 , 8 9 8 . 9 2 Dollars

(in words; printed or typed)

The Bid Proposal Amount includes all Allowances set forth in Paragraph 1.3, below and the total Composite Unit Price, if any, set forth in Paragraph 1.4 and detailed in Attachment A. The Bidder confirms that it has checked all of the above figures and understands that neither the City Of Oroville nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the City Of Oroville.


(initial)

Addenda Nos. 1, 2, 3 received, acknowledged and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder's proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Attachment A, Alternate Bid Items Proposal, will result in the Bid Proposal being deemed

non-responsive and rejected.

2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

Bid Security	Qualifications Statement
Subcontractors List	DIR Registration Verification
Non-Collusion Affidavit	Bid Form

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the City Of Oroville the Agreement in the form attached hereto within Fifteen (15) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the City Of Oroville, the Bidder awarded the Contract shall deliver to the City Of Oroville: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the City Of Oroville's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the City Of Oroville may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.
4. Contractors' License. The Bidder certifies that: (i) it possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.
5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the City Of Oroville is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the City Of Oroville. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.
6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment,

personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By:

Georgetta Fitzgerald
(Signature of Bidder's Authorized Officer or Representative)

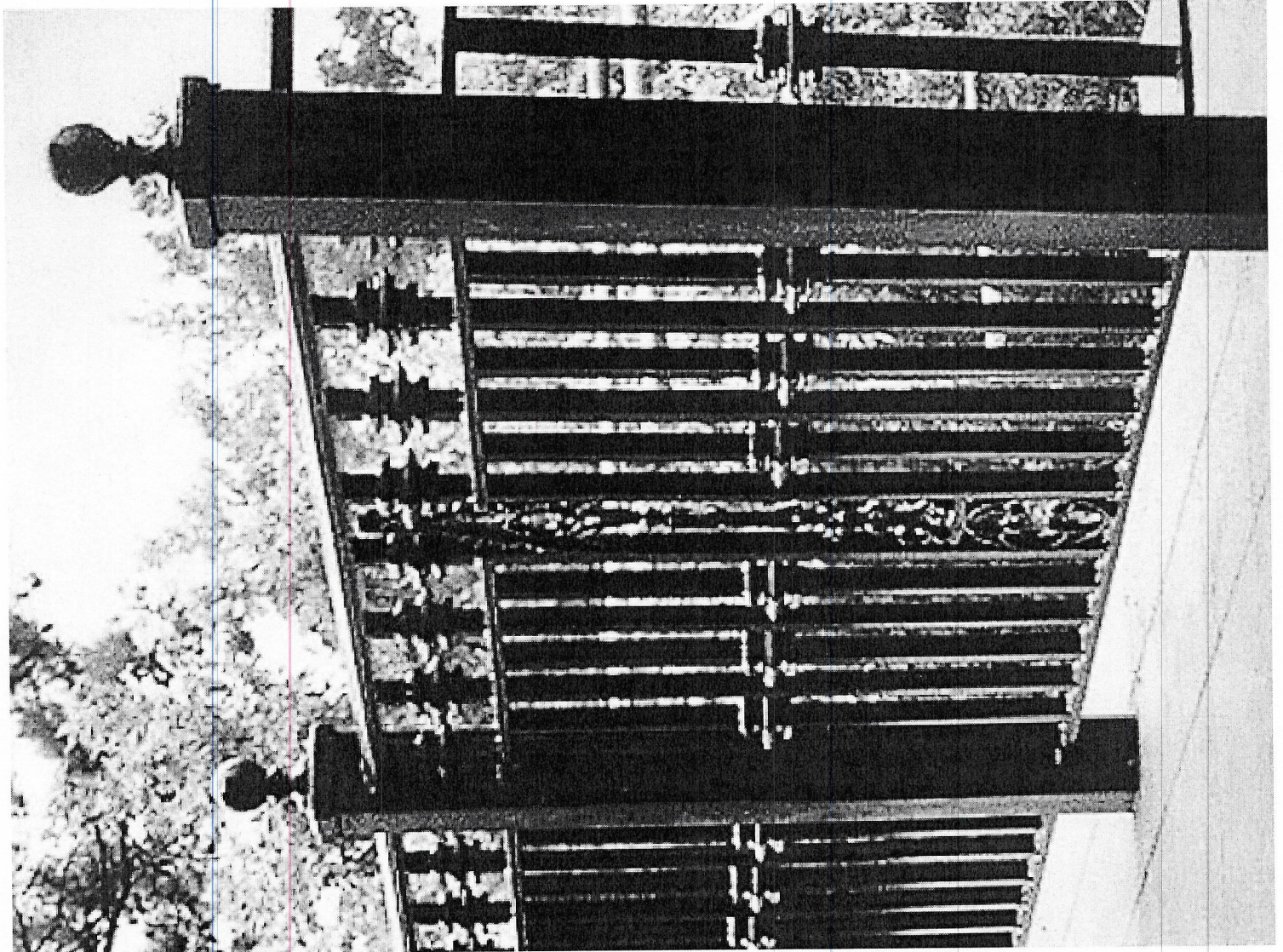
Georgetta Fitzgerald
(Typed or Printed Name)

Title:

Secretary/Treasurer

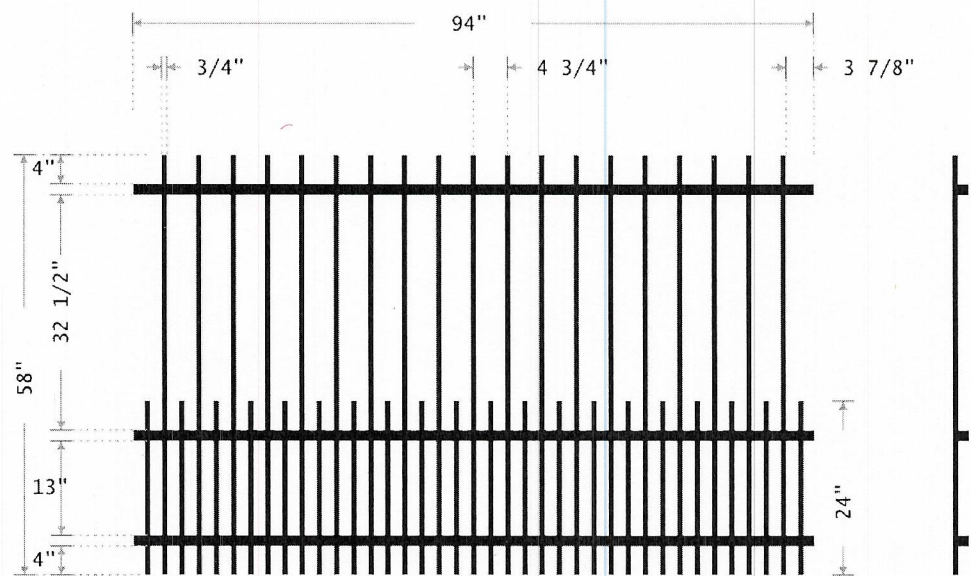
Corner Post Specs.

Item 8.



Fence Specs

Item 8.



Kent Panel Specifications

Secure Weld Kent Commercial
Top Rail: 1 1/2" SQ. X 94" PRE-GALV 14 GA RAIL
Middle Rail: 1 1/2" SQ. X 94" PRE-GALV 14 GA RAIL
Bottom Rail: 1 1/2" SQ. X 94" PRE-GALV 14 GA RAIL

Pickets: 3/4" SQ. X 20" PRE-GALV 16 GA PICKET
Puppy Pickets: 3/4" SQ. X 24" PRE-GALV 16 GA PICKET
O.C. Picket Space: 4-3/4"
End Spacing: 3-7/8"

Pickets Face Welded
Coating: BLACK POWDER COATING W/PRIMER
Option: Custom Picket Spacing

**AMENDMENT NUMBER 1 TO THE REQUEST FOR PROPOSALS (“RFP”)
FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

Amendment Date: August 16th, 2022

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.

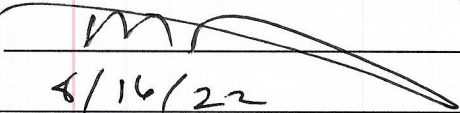
B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

Minimum licensure requirements are amended to include: Contractor shall hold **either an A OR hold both an C8 and C13 license** to meet qualifications for this project.

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at nicktrover@trovercpm.com.

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW
AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name NSEW
Contact Person Michael Fitzgerald
Signature 
Date 8/16/22

Nick Trover
Project Manager
City of Oroville

**AMENDMENT NUMBER 2 TO THE REQUEST FOR PROPOSALS (“RFP”)
FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

Amendment Date: August 29th, 2022

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.

B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

-Minimum licensure requirements are amended to include: Contractor shall hold **an A license OR an B license OR hold both an C8 and C13 license** to meet qualifications for this project.

-All questions regarding clarification of project **shall be submitted in RFI form.**

-See **attachment A** for list of individuals who participated in the mandatory job walk 08/25/22.

-See **attachment B** for curb detail

-Scope of work shall include the addition of: **an additional pedestrian gate not called out on the plan set on the west side of the property (4th avenue). Demolition and replacement of concrete in front of the vehicle pathway entrances and all pedestrian gates to meet ADA compliance and grading needs. Running tracks are to be installed and embedded in the concrete.**

-Concrete work on pedestrian gate sections to be poured at a 4” thickness with (2) #4 rebar at 18 inches on center.

-Concrete work on vehicle gate sections to be poured at a 6” thickness with (2) #4 rebar at 12” on center.

-Posts at the north and east pedestrian gates and east vehicle gates shall be salvaged during demolition to be utilized by the city at a later date.

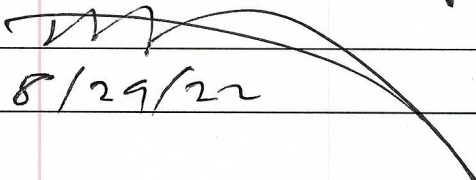
-All pedestrian gates are to meet ADA compliance.

-Clarification: 10’ access gate to be **swing-in not rolling**

-Clarification: **Regarding the retaining wall section of property; the fencing and curb shall be brought out 12” for the entire span of the 3rd avenue side of the property.**

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals ("RFP") for the City of Oroville Sank Park Fence Project, please contact Nick Trover at nicktrover@trovercpm.com.

RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:

Company Name NSEW
Contact Person Michael Fitzgerald
Signature 
Date 8/29/22

Nick Trover
Project Manager
City of Oroville

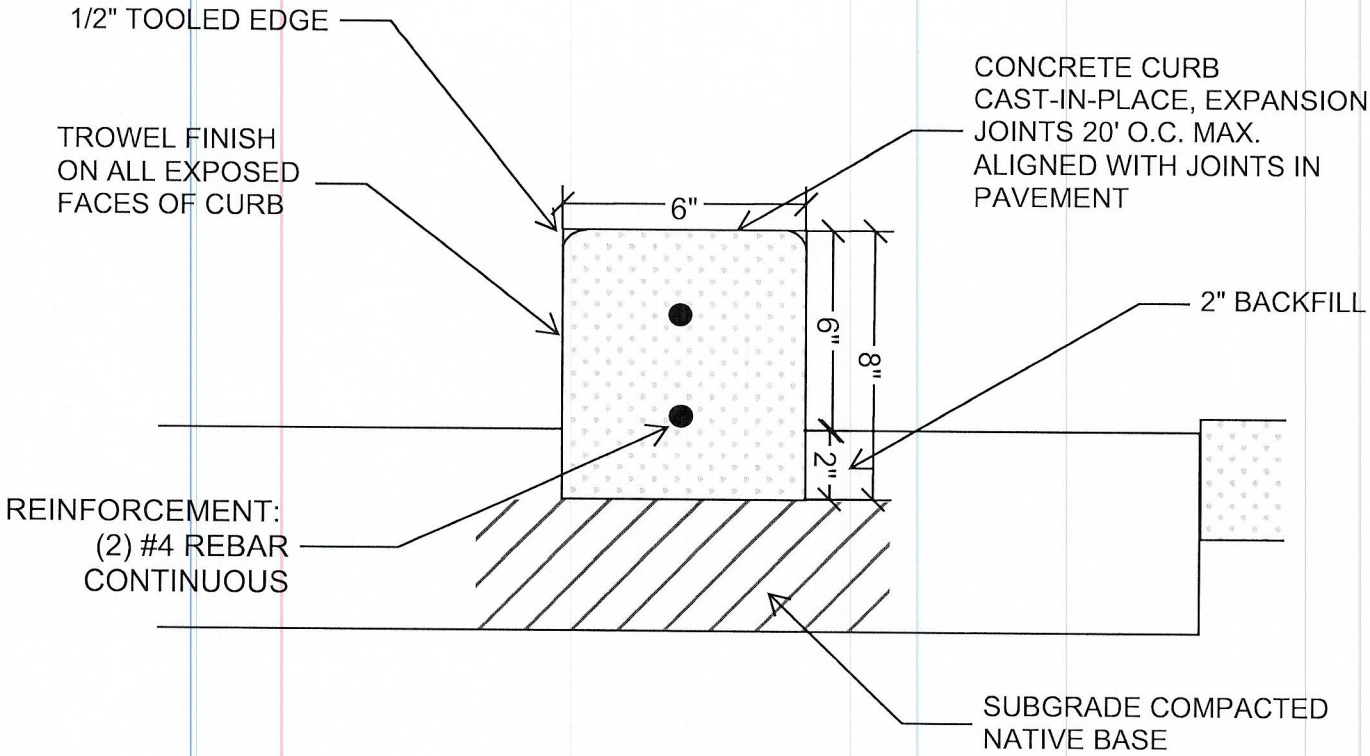
SIGN IN SHEET
MANDATORY JOB WALK

RFP #PK-08-11-2022 - SANK PARK FENCE PROJECT

Thursday, August 25, 2022 at 2:00AM

Name	Representing	Phone No.	Email
JEREMY GILLIN	PBM CONSTRUCTION, INC	916-257-2324	GREG@PBMCONSTRUCTION.COM
BRIAN FOSTER	NORTH STATE CONSTRUCTION	530 708 2547	northstateconstruction@hotmail.com
Jeremiah Alexander	B4M Builders	916-755-8803	jalexander@pisarfenet.net
Mark Godfrey	United Iron	530 403-7757	UWmark@gmail.com
Jaxon Fitzgerald	NSEW	(530) 604-5526	jaxon@northstatew.com
BILLY STOCKDALE	BUTTE CONSTRUCTION COMPANY	530 717. 7870	BILLY@BUTTECONSTRUCTIONCOMPANY.COM

ATTACHMENT B



VERTICAL CURB, 6" X 8"

NOT TO SCALE

**AMENDMENT NUMBER 3 TO THE REQUEST FOR PROPOSALS (“RFP”)
FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

Amendment Date: September 13th, 2022

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.

B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

Pre-Bid Request for Information:

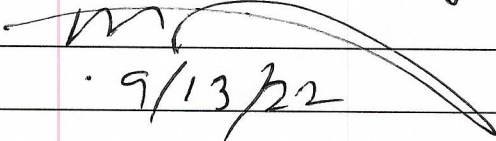
1. What is the clearance requirement between top of curb and bottom of fence?
2. Style of fencing? Flush top and bottom rail, extended picket? 2-rail, 3-rail?
3. Decorative posts – specifications indicate corner posts. Is it just corners or all end/corner posts?
4. Man gates – Specifications say 4 man gates, 2 vehicle gates. Original detail shows 2 man gates at Montgomery Ave & 3rd Street. Addendum 2 adds another man gate on 4th Street. Where is the 4th gate?
- 5/ 10' swing gate (addendum2) – will that be a single swing or double swing gate? What latching and hold open requirements?

City of Oroville Response to RFI:

1. Top of curb and bottom of fence shall be a minimum of 2”
2. Style of fencing shall be significantly consistent with provided design and subject to review and approval by client. **Attachment A**
3. Bid should include the option for all corners and entry points. Client to review and adjust according to budget capabilities.
4. See **Attachment B** for clarification on all gates and entry points
5. 10' gate will be a double swing gate. Gravity latch with a padlockable drop bolt or equivalent.

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at nicktrover@trovercpm.com.

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW
AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name NSEN
Contact Person Michael Fitzgerald
Signature 
Date 9/13/22

Nick Trover
Project Manager
City of Oroville

SECTION 00 43 24
(FOR PRE-BID USE ONLY)
PRE-BID REQUEST FOR INFORMATION
City Of Oroville

Date of Pre-Bid RFI: <u>9/2/2022</u>	Bidder Name: <u>Northern California Fence</u>
Project Name: <u>Sank Park Fencing</u>	
Project No: _____	

Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)

1. What is the clearance requirement between top of curb and bottom of fence _____
2. Style of fencing? Flush top & bottom rail, extended picket? 2-rail, 3-rail? _____
3. Decorative post - specifications indicate corner posts. Is it just corners or all end/corner posts? _____
4. Man gates - Specifications say 4 man gates, 2 vehicle gates. Original detail shows 2 man gates, at Montgomery Ave & 3rd Street. Addendum 2 adds another man gate on 4th Street. Where is the 4th gate? _____
5. 10' swing gate (addendum2) - will that be a single swing or double swing gate? What latching and hold open requirements? _____

Additional pages attached by Bidder: Yes No
Number of additional pages attached by Bidder:

Response to Bidder's Pre-Bid Request for Information

1. Top of curb and bottom of fence shall be a minimum of 2". _____
2. Style of fencing shall be significantly consistent with provided design and subject to approval by client. Attachment A _____
3. Please provide as an option for all corners and entry points. _____
4. See Attachment B for clarification on all gates and entry points _____
5. 10' gate will be a double swing gate. Gravity latch with padlock drop bolt or equivalent. _____

Additional pages of RFI Response attached: Yes No
Number of additional RFI Response pages attached: 2
Date of RFI Response: 09/13/2022

Submitted By: Carrie Moore, Northern California Fence
(Bidder Name) Carrie Moore
(Signature of Bidder's Authorized Employee, Officer or Representative)
Submittal Date: 9/2/2022

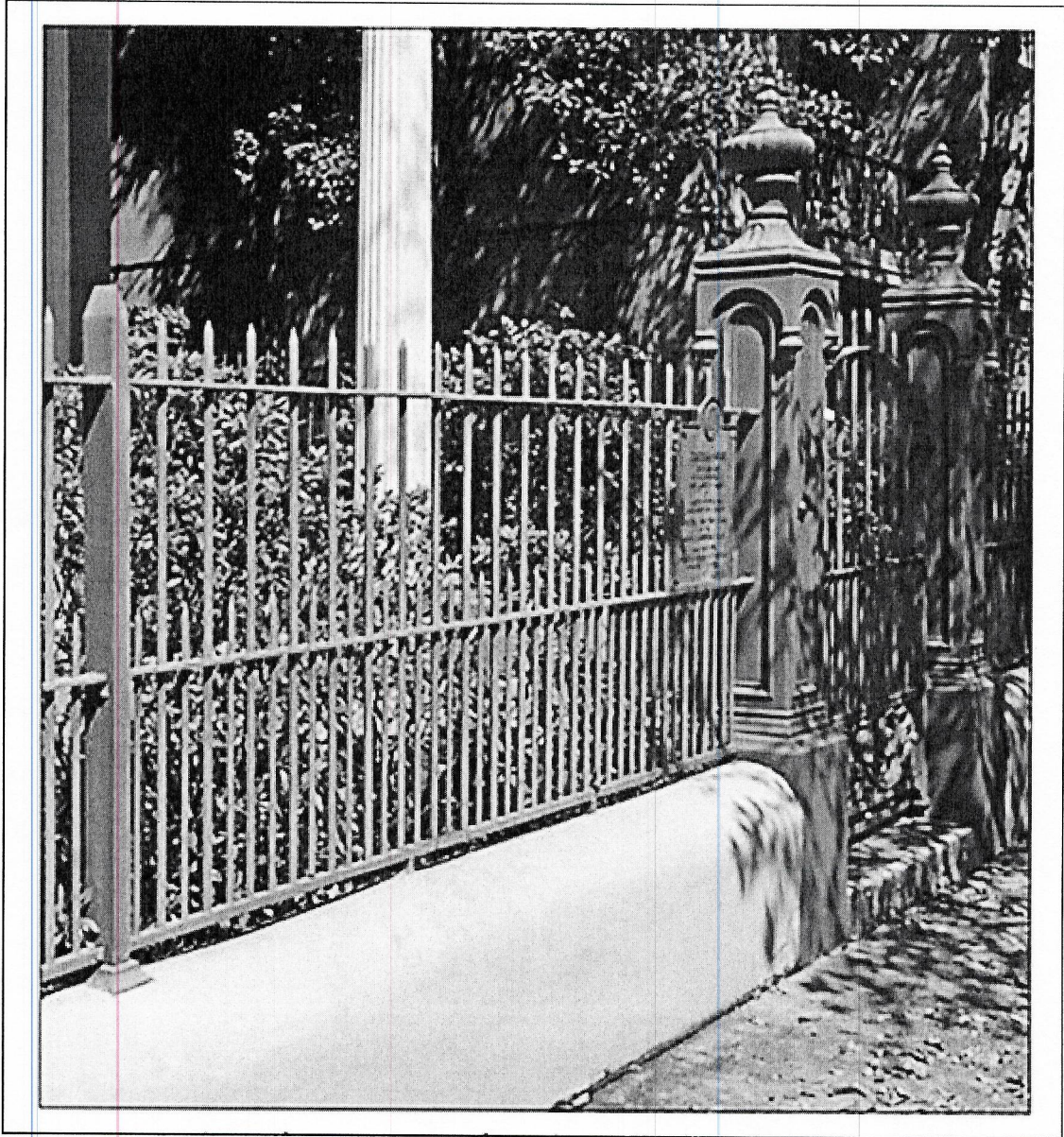
Bidder Contact Information:

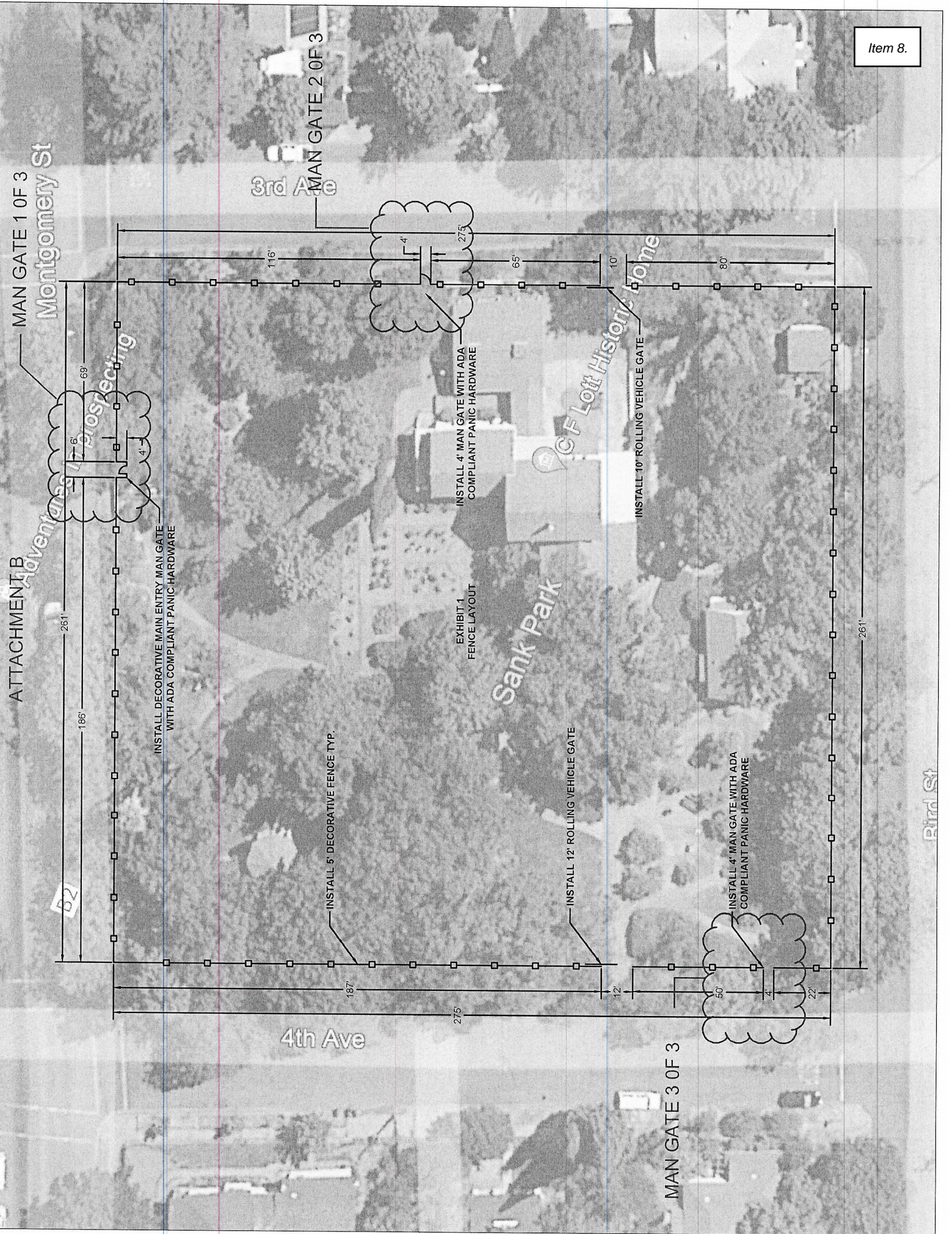
(Bidder Contact Name)

(Phone and Fax)

(Email Address)

ATTACHMENT A





ATTACHMENT B

MAN GATE 1 OF 3

MAN GATE 2 OF 3

MAN GATE 3 OF 3

INSTALL DECORATIVE MAIN ENTRY MAN GATE WITH ADA COMPLIANT PANIC HARDWARE

INSTALL 5' DECORATIVE FENCE TYP.

INSTALL 12' ROLLING VEHICLE GATE

EXHIBIT 1 FENCE LAYOUT

INSTALL 4' MAN GATE WITH ADA COMPLIANT PANIC HARDWARE

INSTALL 10' ROLLING VEHICLE GATE

INSTALL 4' MAN GATE WITH ADA COMPLIANT PANIC HARDWARE

3rd Ave

4th Ave

Sank Park

CF Loft Historic Home

B2

SECTION 00 43 23
ATTACHMENT A
ALTERNATE BID ITEMS PROPOSAL

Bidder Name: Northstate Earth and Water Inc.

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

Alternate Bid Item No. 1. N/A

There are no alternate bid items for this project.

Add to Base Bid Proposal Amount

\$, .

Dollars

(in words; printed or typed)

Dated: 9/19/2022

By: Georgetta Fitzgerald
(Signature of Bidder's Authorized Officer or Representative)

Georgetta Fitzgerald
(Typed or Printed Name)

Title: Secretary/Treasurer

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SECTION 00 43 24
(FOR PRE-BID USE ONLY)
PRE-BID REQUEST FOR INFORMATION
City Of Oroville

None

Date of Pre-Bid RFI: _____	Bidder Name: _____
Project Name: _____	_____
Project No: _____	

Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)

Additional pages attached by Bidder: ___ Yes ___ No
Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information

Additional pages of RFI Response attached: ___ Yes ___ No
Number of additional RFI Response pages attached: _____

Date of RFI Response: _____

Submitted By: Northstate Earth and Watering
 (Bidder Name)
Georgetta Fitzgerald
 (Signature of Bidder's Authorized Employee, Officer or Representative)

Bidder Contact Information:
Georgetta Fitzgerald
 (Bidder Contact Name)
530-351-3498 No FAX
 (Phone and Fax)
georgetta@northstateew.com
 (Email Address)

Submittal Date: 9/19/2022

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SECTION 00 43 36
SUBCONTRACTORS LIST

Project: CITY OF OROVILLE SANK PARK FENCING PROJECT
Name of Bidder: *Northstate Earth and Water, INC*

Authorized Signatory: *Shorgetta Fitzgerald*

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.	(F) Subcontractor DIR Registration
<i>B+P Fencing</i>	<i>2090 Barney Rd; Anderson, CA 96007</i>	<i>Fencing</i>	<i>1007067</i>	<i>1000028974</i>
<i>Fitzgerald Construction</i>	<i>8962 Rising Way; Palo Alto, CA 94073</i>	<i>Concrete</i>	<i>541966</i>	<i>1000662422</i>

Attach additional page(s) as required

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STATEMENT OF QUALIFICATIONS

PROJECT: CITY OF OROVILLE-SANK PARK FENCING PROJECT

1. Bidder Information.

1.1. Contact Information

Northstate Earth and Water INC

Mailing Address	PO Box 494 130 Street Address Redding, CA 96049 City, State, Zip Code
Physical Location (if different from mailing address)	12195 Alpha Lane Street Address Redding, CA 96003 City, State, Zip Code
Telephone/Fax	(530) 351-3604 Telephone () Fax

1.2. Bidder Contacts.

Name	Georgetta Fitzgerald
Contact Information	Telephone: (530) 351-3498 Fax () Email georgetta@northstateew.com

1.3. California Contractors' License.

License Number(s)	882240 DR# 1000010134
License Classification(s)	General A - HAZ
Responsible Managing Employee; Responsible Managing Officer	Michael Fitzgerald
Expiration Date(s)	8/31/2024

1.4. Bidder Form of Entity.

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

2. Revenue. Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
(2018)2017/2018	1,026,537	95,155	163,754	279,770
(2019)2018/2019	1,448,460	141,265	193,282	438,895
(2020)2019/2020	1,333,850	257,477	199,765	513,226

3. References.

DSA Project Inspectors			
Firm Name	Address	Telephone No.	Contact Name
DSA - David Hurd	davidchurd@aol.com	530-520-1616	David Hurd
Owners (Commercial Projects or Municipality Clients preferred)			
Owner Name	Address	Telephone No.	Contact Name
Butte County	2081 2nd St Oroville, CA	530-552-3517	Brandon McKay
Tamalpais UHSD	Larkspur, CA	415-945-1060	David O'Connor
Caltrans Dist 2	Redding, CA	530-209-3074	Sal Torres
Architects (Commercial Projects or Municipality Clients preferred)			
Architect Firm Name & Architect Firm Contact Name	Address	Telephone No.	Contact Name
Shirah Builders	Chico, CA	530-682-0353	David Shirah

[CONTINUED NEXT PAGE]

4. Insurance.

Commercial General Liability Insurance	Insurer: <u>Colony Insurance Co</u> Policy No. <u>PACEP308431</u> Broker <u>Norcal Pacific Ins</u>
Commercial General Liability Insurance Broker	(Contact Name) <u>Bobette Winton</u> <u>Po Box 494249 (Remoe St)</u> (Street Address) <u>Redding CA 96049</u> (City, State & Zip Code) <u>(530) 221-2300 (530)</u> <u>221-2030</u> Telephone Fax <u>bobette-winton@norcalpacific.com</u> (Email address)
Bid, Performance and Labor & Materials Payment Bond Surety	Surety: <u>RLI Insurance Company</u> Surety Broker <u>Norcal Pacific INS</u> <u>Bobette Winton</u> (Surety Broker Contact Name) <u>Po Box 494249</u> (Street Address) <u>Redding CA 96049</u> (City, State & Zip Code) <u>(530) 221-2300 (530)</u> <u>221-2030</u> Telephone Fax <u>bobette-winton@norcalpacific.com</u> (Email address)
Workers Compensation Insurance	Insurer: <u>State Compensation Ins Fund</u> Policy No. <u>9096267-2018</u> Broker <u>Norcal Pacific INS</u>
Workers Compensation Insurance Broker	(Contact Name) <u>Bobette Winton</u> <u>Po Box 494249 (Remoe St)</u> (Street Address) <u>Redding CA 96049</u> (City, State & Zip Code)

	(530) 221-2300 (530) 221-2030 Telephone Fax bobette-winton@norcal pacific.com (Email address)
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5. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a "not qualified" response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.
- 5.1. Bidder possesses a valid and currently in good standing California Contractors' license for the Classification(s) of Contractors' License required by the Call for Bids.
 Yes ___ No (Not Qualified)
- 5.2. Bidder is currently a DIR Registered Contractor?
 Yes ___ No (Not Qualified)
- 5.3. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 Yes ___ No (Not Qualified)
- 5.4. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
 Yes ___ No (Not Qualified)
 ___ Bidder is exempt from this requirement, because it has no employees
- 5.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.
 ___ Yes (Not Qualified) No
- 5.6. A public agency, within the past five (5) years, has conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a "responsible" bidder for a public works project or a public works contract.
 ___ Yes (Not Qualified) No
- 5.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
 ___ Yes (Not Qualified) No
- 5.8. During the past five (5) years a Surety has completed any project or the Bidder's obligations under a construction contract.
 ___ Yes (Not Qualified) No
- 5.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.
 ___ Yes (Not Qualified) No

5.10. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.

Yes (Not Qualified) No

5.11. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.

Yes (Not Qualified) No

6. **Performance/Experience.** A Bidder must receive a minimum of 90 points out of a possible 100 points in this section to be deemed "Qualified." The Bid Proposal of a Bidder who is not deemed "Qualified" will be rejected for non-responsiveness.

6.1. Within the past two (2) years has your organization performed renovations or new construction in line and consistent to the proposed project.

Yes No

If yes, number of such projects:

< 10

If yes, was your organization the Prime contractor or a subcontractor?

Prime Contractor

Subcontractor

- Yes 1-5 Projects: 3 points
- Yes 6-10 Projects: 5 points
- Yes 10 or more Projects 10 points
- No 0 points

6.2. Has a complaint ever been filed against your organization's California Contractors' License with the California Contractors' State License Board?

Yes No

- Yes: 0 points
- No: 10 points

6.3. Has your organization ever been asked to be relieved of or refused to sign a contract for construction services awarded to it?

Yes No

- Yes: 0 points
- No: 5 points

6.4. Has your organization ever failed to complete a construction contract?

Yes No

- Yes: 0 points
- No: 10 points

6.5. Has your organization ever been declared in default of a construction contract?

Yes No

- Yes: 0 points
- No: 10 points

6.6. Has your organization ever failed to complete a public works construction contract within the authorized time?

Yes No

- Yes: 0 points
- No: 10 points

6.7. Has your organization ever been assessed and paid liquidated damages under a construction

contract with either a public or private owner?

Yes No
 Yes: 0 points
 No: 10 points

6.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?

Yes No
 Yes: 0 points
 No: 10 points

6.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

Yes No
 Yes: 0 points
 No: 5 points

6.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

Yes No
 If yes, on how many occasions? _____
 No occasions - 10 points
 1 occasion - 3 points
 More than 1 occasion - 0 points

6.11. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

Yes No
 If yes, on how many occasions? _____
 No occasions 10 points
 1 occasion 3 points
 More than 1 occasion 0 points

7. **Safety.** Bidder must receive a minimum of 27 points out of a possible 35 points in this section.

7.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

Yes No
 1 or less occasion - 5 points
 2 occasions - 3 points
 More than 2 occasions - 0 points

7.2. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?

Yes No
 1 or less occasion - 5 points
 2 occasions - 3 points
 More than 2 occasions - 0 points

7.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

Yes No
 1 or less occasion - 5 points
 2 occasions - 3 points
 More than 2 occasions - 0 points

7.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?
 Once a week or more often - 5 points
 Any other answer - 0 points
Once a week after initial safety meeting and each time a new job phase occurs

7.5. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).

Current year: NA
 Previous year: NA
 Year prior to previous year: NA
 3-year Average: NA

Reason: Insufficient premium + Accidents

Three-year average EMR of .95 or less 5 points
 Three-year average EMR or more than .95 but no more than 1.1 3 points
 Any other three-year average EMR 0 points

7.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)

Yes No
 2 or less occasions 5 points
 3 occasions 3 points
 More than 3 occasions 0 points

7.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No
 If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): _____
 2 or less occasions 5 points
 3 occasions 3 points
 More than 3 occasions 0 points

8. Legal/Administrative Proceedings and Surety. If the response to any of the following questions is a "yes" complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought against the construction project owner Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?

Yes No
 If "yes," on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project excluding claims for personal injury?

Yes No

If "yes," on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project?
 Yes No

If "yes," on a separate attachment, include the following details: (i) name of architect; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project?
 Yes No

If "yes," on a separate attachment, include the following details: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.5. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?
 Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?
 Yes No

If "yes" on a separate attachment provide details of the denial of bond coverage and the name of the company or companies which denied coverage.

- 8.7. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?
 Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.8. In the last five years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?
 Yes No

8.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
 Yes No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

8.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?
 Yes No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; ((iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

8.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?
 Yes No

If "yes," provide the date(s) of such findings and attach copies of the Apprenticeship Counsel's final decision(s).

[CONTINUED NEXT PAGE]

9. References. Bidder must receive a minimum of 20 points out of a possible 30 points in this section.

9.1. Similar Completed Projects. Provide the three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function and construction value as the Work. The three (3) projects should be the best representation of similar work completed. Do not submit more than three (3) projects. All information requested shall be provided to receive ten (10) full points for each project.

3 Projects: 30 points
 2 Projects: 20 points
 1 Project 10 points
 0 Projects 0 Points

Project Name	Access Control Fence
Project Owner; Contact Information	Caltrans DIST 2 Salvador Torres 530-209-3074
Project Scope	Build Access Along Hwy 44 Medding, CA
Original Contract Duration	30 DAYS
Actual Project Completion Duration	18 DAYS
Original Contract Price	184,044.20
Final Adjusted Contract Price	194,532.40

Project Name	Fairfield Mount Station
Project Owner; Contact Information	Caltrans - Chris Moulton 510-714-7031
Project Scope	Fabricate Structural Steel Canopies - form Concrete Storage BINS
Original Contract Duration	180 DAYS
Actual Project Completion Duration	180 DAYS
Original Contract Price	416,162.00
Final Adjusted Contract Price	460,000.00

Project Name	FORT ROSS ADA Restroom
Project Owner; Contact Information	California State Parks - Phil Hock 916-812-7280
Project Scope	Install ADA Restroom, ADA pathways gravel + concrete
Original Contract Duration	180 DAYS
Actual Project Completion Duration	145 DAYS
Original Contract Price	435,324.72
Final Adjusted Contract Price	465,000.00

- 10. **Projects in Progress.** On a separate attachment, identify all projects the Bidder currently has in progress (Work in Progress). Provide the following information for each project:
 - 10.1. Project Name
 - 10.2. Project Owner
 - 10.3. Project Scope
 - 10.4. Project Completion Duration
 - 10.5. Project Contract Amount

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the City Of Oroville determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the City Of Oroville for non-responsiveness.

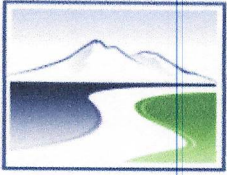
Executed this 19th day of September 2022 at Redding, California
 (City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

By: Georgetta Fitzgerald
 (Signature of Bidder's Authorized Officer or Representative)

Georgetta Fitzgerald
 (Typed or Printed Name)

Title: Secretary Treasurer



Northstate
Earth and Water Inc.

PO Box 494130 Redding, California 96049 (530) 351-3604 CSLB # 882240-HAZ

Projects in Progress

Project Name: East Cypress Avenue Storm Drain Replacement Project
Project Owner: City of Redding
Project Scope: Replace Storm Drain Concrete Culvert under Cypress Avenue
Project Completion Duration: 60 Days
Project Contract Amount: \$322,507.13

Project Name: Shade Structures at Olive View Elementary School
Project Owner: Corning Union Elementary School District
Project Scope: Install Two Shade Structures for Olive View Elementary School
Project Completion Duration: 95 Days
Project Contract Amount: \$312,091.00

SECTION 00 45 19

NON-COLLUSION DECLARATION

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

The undersigned declares:

I am Secretary / Treasurer

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of Northstate Earth and Water Inc

(Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 19th day of September, 2022 at Redding, California
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Georgetta Fitzgerald
 Signature
Georgetta Fitzgerald
 Name Printed or Typed

SECTION 00 45 26

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

I, Georgetta Fitzgerald the Secretary / Treasurer of

Northstate Earth and Water Inc, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides: "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
 - a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
 - b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."
2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Northstate Earth and Water Inc
(Contractor Name)

By: Georgetta Fitzgerald
(Signature)

Georgetta Fitzgerald
(Typed or printed name)

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SECTION 00 45 27

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

I, Georgetta Fitzgerald, am the Secretary/Treasurer of

Northstate Earth and Water INC
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the City Of Oroville determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Redding, California this 19th day of September, 2022.
(City and State)

Georgetta Fitzgerald
(Signature)
Georgetta Fitzgerald
(Printed or Typed Name)

Bond No. BID BOND

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we NORTHSTATE EARTH AND WATER

as Principal hereinafter called the Principal, and RLI INSURANCE COMPANY
a corporation duly organized under the laws of the state of ILLINOIS as Surety, hereinafter called the Surety,
are held and firmly bound unto CITY OF OROVILLE

as Obligee, hereinafter called the Obligee, in the sum of TEN PERCENT TOTAL AMOUNT BID--

Dollars (\$10%), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for SANK PARK FENCING PROJECT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15TH day of SEPTEMBER, 2022

NORTHSTATE EARTH AND WATER
Principal (Seal)

By: [Signature] PC-5
Name/Title

RLI INSURANCE COMPANY
Surety (Seal)

By: [Signature]
BOBETTE WINTON
Tobley-In-Fact



Witness

[Signature]
Witness

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SHASTA)

On SEPTEMBER 15, 2022 before me, TINA COULTER, NOTARY PUBLIC
(insert name and title of the officer)

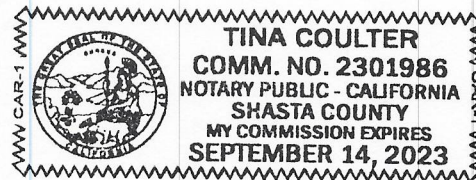
personally appeared BOBETTE WINTON ~,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Bobette S. Winton, Colleen McHugh, jointly or severally

in the City of Redding, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of June, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of June, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15TH day of SEPTEMBER, 2022.

A0058D19

**SECTION 00 42 00
BID PROPOSAL**

Project: CITY OF OROVILLE SANK PARK FENCING PROJECT

Bidder Name	B & M Builders, Inc.	
Bidder Representative(s)	Patrick Mullen - President Name and Title	
	Christian Torgerson - Assistant Estimator Name and Title	
Bidder Representative(s) Contact Information	Email Address(es) estimating@bm-builders.com	Phone/Fax (916) 638-8626 Telephone
		(916) 352-6944 Fax
Bidder Mailing Address	11330 Sunrise Park Dr Suite C Address	
	Rancho Cordova CA, 95742 City/State/Zip Code	
California Contractors' License	861848 Number A, B, C8, C10, C12, C20, C27, C31 Exp: 7/31/2023 Classification(s) and Expiration Date	


1. Bid Proposal.

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **CITY OF OROVILLE SANK PARK FENCING PROJECT**, for the sum of:

\$, 5 6 6 , 4 9 5 . 0 0
 Five Hundred Sixty Six Thousand Four Hundred Ninety Five Dollars
 (in words; printed or typed)

The Bid Proposal Amount includes all Allowances set forth in Paragraph 1.3, below and the total Composite Unit Price, if any, set forth in Paragraph 1.4 and detailed in Attachment A. The Bidder confirms that it has checked all of the above figures and understands that neither the City Of Oroville nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the City Of Oroville.


 (initial)

Addenda Nos. 1-3 received, acknowledged and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder's proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Attachment A, Alternate Bid Items Proposal, will result in the Bid Proposal being deemed

non-responsive and rejected.

- 2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

Bid Security	Qualifications Statement
Subcontractors List	DIR Registration Verification
Non-Collusion Affidavit	Bid Form

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

- 3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the City Of Oroville the Agreement in the form attached hereto within Fifteen (15) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the City Of Oroville, the Bidder awarded the Contract shall deliver to the City Of Oroville: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the City Of Oroville's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the City Of Oroville may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.
- 4. Contractors' License. The Bidder certifies that: (i) it possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.
- 5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the City Of Oroville is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the City Of Oroville. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.
- 6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment,

personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By:



(Signature of Bidder's Authorized Officer
or Representative)

Patrick Mullen

(Typed or Printed Name)

Title:

President

**SECTION 00 43 23
ATTACHMENT A
ALTERNATE BID ITEMS PROPOSAL**

Bidder Name: B & M Builders, Inc.

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

Alternate Bid Item No.1. N/A

There are no alternate bid items for this project.


Add to Base Bid Proposal Amount

\$, , .

N/A _____ Dollars

(in words; printed or typed)

Dated: 9/19/2022

By: 

(Signature of Bidder's Authorized Officer or Representative)

Patrick Mullen

(Typed or Printed Name)

Title: President

SECTION 00 43 36
SUBCONTRACTORS LIST

Project: CITY OF OROVILLE SANK PARK FENCING PROJECT

Name of Bidder: B & M Builders, Inc.

Authorized Signature: 

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.	(F) Subcontractor DIR Registration
Pisor Fence Division, Inc.	7850 Antelope North Rd Citrus Heights, CA 95621	Fencing	316128	1000003166

Attach additional page(s) as required

STATEMENT OF QUALIFICATIONS

PROJECT: CITY OF OROVILLE-SANK PARK FENCING PROJECT

1. Bidder Information.

1.1. Contact Information

Mailing Address	11330 Sunrise Park Dr Suite C Street Address Rancho Cordova, CA 95742 City, State, Zip Code
Physical Location (if different from mailing address)	11330 Sunrise Park Dr Suite C Street Address Rancho Cordova, CA 95742 City, State, Zip Code
Telephone/Fax	(916) 638-8626 Telephone (916) 352-6944 Fax

1.2. Bidder Contacts.

Name	Patrick Mullen
Contact Information	Telephone: (916) 638-8626 Fax (916) 352-6944 Email estimating@bm-builders.com

1.3. California Contractors' License.

License Number(s)	861848
License Classification(s)	A, B, C8, C10, C12, C20, C27, C31
Responsible Managing Employee; Responsible Managing Officer	Patrick Mullen
Expiration Date(s)	7/31/2022

1.4. Bidder Form of Entity.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Liability Company | |

2. **Revenue.** Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
(2018)2017/2018	\$11,443,898.00	\$1,519,593.00	\$250,000.00	\$1,000,000.00
(2019)2018/2019	\$14,415,687.00	\$3,097,052.00	\$195,000.00	\$3,000,000.00
(2020)2019/2020	\$10,877,000.00	\$3,025,000.00	\$200,000.00	\$5,000,000.00

3. **References.**

DSA Project Inspectors			
Firm Name	Address	Telephone No.	Contact Name
DSA Inspector	georgevanduesen@prodigy.net	N/A	George Vanduesen
DSA Inspector	N/A	209-996-5845	Jason Wade
Owners (Commercial Projects or Municipality Clients preferred)			
Owner Name	Address	Telephone No.	Contact Name
Calistoga Unified School	Calistoga, CA	707-291-7205	Chris Ochs
Davis Joint Unified School District	Davis, CA	530-757-5385	Denise Brogun
Paradise Unified School District	Paradise, CA	530-872-6400	David McCrady
Architects (Commercial Projects or Municipality Clients preferred)			
Architect Firm Name & Architect Firm Contact Name	Address	Telephone No.	Contact Name
Warren Consulting Engineers	1117 Windfieldway El Dorado Hills, CA	916-985-1870	Anthony Tassano
Presinger Architects	PO Box 1743 Sebastopol, CA	707-829-0700	KRT Maness
NMR Redding	Redding, CA	530-222-3300	Dean Furio Robin Warley

[CONTINUED NEXT PAGE]

4. Insurance.

<p>Commercial General Liability Insurance</p>	<p>Insurer: <u>Zurich American Insurance Company</u></p> <p>Policy No. <u>GLO239468703</u></p> <p>Broker <u>Owen-Dunn/ Assured Partners</u></p>
<p>Commercial General Liability Insurance Broker</p>	<p>(Contact Name) <u>n/a</u></p> <p><u>1425 River Park Drive Ste 226</u> (Street Address) <u>Sacramento, CA 95815</u> (City, State & Zip Code)</p> <p><u>(916) 993-2700</u> <u>(916)</u> <u>993-2683</u> Telephone Fax <u>sacramento@assuredpartners.com</u> (Email address)</p>
<p>Bid, Performance and Labor & Materials Payment Bond Surety</p>	<p>Surety: <u>Travelers Casualty & Surety Company of America</u></p> <p>Surety Broker <u>Surety1- AssuredPartners of California Insurance Services, LLC</u></p> <p><u>Susan Fournier</u> (Surety Broker Contact Name)</p> <p><u>3225 Monier Circle Suite 100</u> (Street Address) <u>Rancho Cordova, CA 95742</u> (City, State & Zip Code)</p> <p><u>(877) 654 2327</u> <u>(916)</u> <u>737-5737</u> Telephone Fax <u>susan@surety1.com</u> (Email address)</p>
<p>Workers Compensation Insurance</p>	<p>Insurer: <u>Zurich American Insurance Company</u></p> <p>Policy No. <u>WC239468603</u></p> <p>Broker <u>Owen-Dunn/ Assured Partners</u></p>
<p>Workers Compensation Insurance Broker</p>	<p>(Contact Name) <u>n/a</u></p> <p><u>1425 River Park Drive Ste 226</u> (Street Address) <u>Sacramento, CA 95815</u> (City, State & Zip Code)</p>

	(916) 993-2700 (916) 993-2683 Telephone Fax sacramento@assuredpartners.com (Email address)
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5. **Essential Requirements.** A Bidder will not be deemed qualified if the answer to any of the following questions results in a "not qualified" response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

5.1. Bidder possesses a valid and currently in good standing California Contractors' license for the Classification(s) of Contractors' License required by the Call for Bids.

Yes No (Not Qualified)

5.2. Bidder is currently a DIR Registered Contractor?

Yes No (Not Qualified)

5.3. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Yes No (Not Qualified)

5.4. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.

Yes No (Not Qualified)
 Bidder is exempt from this requirement, because it has no employees

5.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.

Yes (Not Qualified) No

5.6. A public agency, within the past five (5) years, has conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a "responsible" bidder for a public works project or a public works contract.

Yes (Not Qualified) No

5.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

Yes (Not Qualified) No

5.8. During the past five (5) years a Surety has completed any project or the Bidder's obligations under a construction contract.

Yes (Not Qualified) No

5.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.

Yes (Not Qualified) No

5.10. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.

Yes (Not Qualified) No

5.11. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.

Yes (Not Qualified) No

6. **Performance/Experience.** A Bidder must receive a minimum of 90 points out of a possible 100 points in this section to be deemed "Qualified." The Bid Proposal of a Bidder who is not deemed "Qualified" will be rejected for non-responsiveness.

6.1. Within the past two (2) years has your organization performed renovations or new construction in line and consistent to the proposed project.

Yes No

If yes, number of such projects:

16

If yes, was your organization the Prime contractor or a subcontractor? *Both*

Prime Contractor

Subcontractor

- Yes 1-5 Projects: 3 points
- Yes 6-10 Projects: 5 points
- Yes 10 or more Projects: 10 points
- No: 0 points

6.2. Has a complaint ever been filed against your organization's California Contractors' License with the California Contractors' State License Board?

Yes No

- Yes: 0 points
- No: 10 points

6.3. Has your organization ever been asked to be relieved of or refused to sign a contract for construction services awarded to it?

Yes No

- Yes: 0 points
- No: 5 points

6.4. Has your organization ever failed to complete a construction contract?

Yes No

- Yes: 0 points
- No: 10 points

6.5. Has your organization ever been declared in default of a construction contract?

Yes No

- Yes: 0 points
- No: 10 points

6.6. Has your organization ever failed to complete a public works construction contract within the authorized time?

Yes No

- Yes: 0 points
- No: 10 points

6.7. Has your organization ever been assessed and paid liquidated damages under a construction

contract with either a public or private owner?

- Yes No
- Yes: 0 points
- No: 10 points

6.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?

- Yes No
- Yes: 0 points
- No: 10 points

6.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

- Yes No
- Yes: 0 points
- No: 5 points

6.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

- Yes No
- If yes, on how many occasions? _____
- No occasions - 10 points
- 1 occasion - 3 points
- More than 1 occasion - 0 points

6.11. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

- Yes No
- If yes, on how many occasions? _____
- No occasions 10 points
- 1 occasion 3 points
- More than 1 occasion 0 points

7. **Safety.** Bidder must receive a minimum of 27 points out of a possible 35 points in this section.

7.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

- Yes No
- 1 or less occasion - 5 points
- 2 occasions - 3 points
- More than 2 occasions - 0 points

7.2. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?

- Yes No
- 1 or less occasion - 5 points
- 2 occasions - 3 points
- More than 2 occasions - 0 points

7.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

- Yes No
- 1 or less occasion - 5 points
- 2 occasions - 3 points
- More than 2 occasions - 0 points

7.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

- Once a week or more often - 5 points
- Any other answer - 0 points

7.5. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).

Current year: 105%
 Previous year: 86%
 Year prior to previous year: 78%
 3-year Average: 89.7%

- Three-year average EMR of .95 or less 5 points
- Three-year average EMR or more than .95 but no more than 1.1 3 points
- Any other three-year average EMR 0 points

7.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)

- Yes No
- 2 or less occasions 5 points
 - 3 occasions 3 points
 - More than 3 occasions 0 points

7.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

- Yes No
- If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): _____
- 2 or less occasions 5 points
 - 3 occasions 3 points
 - More than 3 occasions 0 points

8. Legal/Administrative Proceedings and Surety. If the response to any of the following questions is a "yes" complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought against the construction project owner Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?

- Yes No

If "yes," on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project, excluding claims for personal injury?

- Yes No

If "yes," on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project?

Yes No

If "yes," on a separate attachment, include the following details: (i) name of architect; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project?

Yes No

If "yes," on a separate attachment, include the following details: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.5. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

Yes No

If "yes" on a separate attachment provide details of the denial of bond coverage and the name of the company or companies which denied coverage.

- 8.7. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.8. In the last five years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes No

8.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
 ___ Yes No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

8.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?
 ___ Yes No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; ((iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

8.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?
 ___ Yes No

If "yes," provide the date(s) of such findings and attach copies of the Apprenticeship Counsel's final decision(s).

[CONTINUED NEXT PAGE]

9. References. Bidder must receive a minimum of 20 points out of a possible 30 points in this section.

9.1. Similar Completed Projects. Provide the three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function and construction value as the Work. The three (3) projects should be the best representation of similar work completed. Do not submit more than three (3) projects. All information requested shall be provided to receive ten (10) full points for each project.

3 Projects: 30 points
 2 Projects: 20 points
 1 Project : 10 points
 0 Projects 0 Points

Project Name	Rio Linda High School Fencing Project
Project Owner; Contact Information	Twin Rivers Unified School District
Project Scope	Install new fencing, gates, and concrete
Original Contract Duration	80 working days
Actual Project Completion Duration	75 working days
Original Contract Price	\$500,000.00
Final Adjusted Contract Price	\$518,000.00

Project Name	Governor's Mansion Fencing Project
Project Owner; Contact Information	CA Department of General Services
Project Scope	Install new fencing, gates, and concrete
Original Contract Duration	40 working days
Actual Project Completion Duration	37 working days
Original Contract Price	\$450,000.00
Final Adjusted Contract Price	\$471,000.00

Project Name	Rodeway Inn Gate Installation Project
Project Owner; Contact Information	City of West Sacramento
Project Scope	Install new fencing, gates, and concrete
Original Contract Duration	25 working days
Actual Project Completion Duration	24 working days
Original Contract Price	\$215,000.00
Final Adjusted Contract Price	\$224,000.00

10. Projects in Progress. On a separate attachment, identify all projects the Bidder currently has in progress (Work in Progress). Provide the following information for each project:

- 10.1. Project Name
- 10.2. Project Owner
- 10.3. Project Scope
- 10.4. Project Completion Duration
- 10.5. Project Contract Amount

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the City Of Oroville determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the City Of Oroville for non-responsiveness.

Executed this 19th day of September 2022 at Rancho Cordova, CA
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

By: 
(Signature of Bidder's Authorized Officer or Representative)

Patrick Mullen
(Typed or Printed Name)

Title: President

SECTION 00 45 19

NON-COLLUSION DECLARATION

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

The undersigned declares:

I am President

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of B & M Builders, Inc.

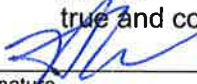
(Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

- 1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 2. The Bid Proposal is genuine and not collusive or sham.
- 3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 5. All statements contained in the Bid Proposal and related documents are true.
- 6. The Bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 19th day of September, 2022 at Rancho Cordova, CA
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Signature

Patrick Mullen - President

Name Printed or Typed

SECTION 00 45 26

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

I, Patrick Mullen the President of (Name) (Title)

B & M Builders, Inc. (Contractor Name), declare, state and certify that:

- 1. I am aware that California Labor Code § 3700(a) and (b) provides: "Every employer except the state shall secure the payment of compensation in one or more of the following ways: a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state. b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees." 2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

B & M Builders, Inc. (Contractor Name)

By: (Signature)

Patrick Mullen - President (Typed or printed name)

SECTION 00 45 27

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT: CITY OF OROVILLE SANK PARK FENCING PROJECT

I, Patrick Mullen, am the President of B & M Builders, Inc. (Contractor Name)

I declare, state and certify to all of the following:

- 1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace...
B. Establishing a drug-free awareness program to inform employees about all of the following:
i. The dangers of drug abuse in the workplace;
ii. Contractor's policy of maintaining a drug-free workplace;
iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
iv. The penalties that may be imposed upon employees for drug abuse violations;
C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the City Of Oroville determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Rancho Cordova, CA this 19th day of September, 2022 (City and State)

(Signature) Patrick Mullen (Printed or Typed Name)

SECTION 00 61 10

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, Travelers Casualty and Surety Company of America, as Surety and B & M Builders, Inc, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **City Of Oroville** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **CITY OF OROVILLE SANK PARK FENCING PROJECT**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

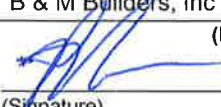
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 15th day of September, 20 22 by their duly authorized agents or representatives.

B & M Builders, Inc
 (Bidder/Principal Name)


By: 
 (Signature)

Patrick Mullen
 (Typed or Printed Name)

Title: President

(Attach Notary Public Acknowledgement of Principal's Signature)

Travelers Casualty and Surety Company of America
 (Surety Name)

By: 
 (Signature of Attorney-In-Fact for Surety)

Susan Fournier, Attorney-In-Fact
 (Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

Travelers Casualty and Surety Company of America
 (Contact Name)

One Tower Square
 (Street Address)

Hartford, CT 06183
 (City, State & Zip Code)

(916) 852-5272 (866) 467-5504
 Telephone Fax

tlindley@travelers.com
 (Email address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On SEP 15 2022 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared Susan Fournier
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SUSAN FOURNIER** of **RANCHO CORDOVA**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **September**, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 9-19-2022 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

personally appeared Patrick Mullen,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Traci E. Nakagaki*



City of Oroville
RFP Amendment #1
City of Oroville Sank Park Fence Project

Revised Bid Due Date: 09/19/2022 – 2:00 p.m.

**AMENDMENT NUMBER 1 TO THE REQUEST FOR PROPOSALS (“RFP”)
FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

Amendment Date: August 16th, 2022

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.


B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent’s written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

Minimum licensure requirements are amended to include: Contractor shall hold **either an A OR hold both an C8 and C13 license** to meet qualifications for this project.

If Respondent’s need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at nicktrover@trovercpm.com.

RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:

Company Name B&M BUILDERS, INC.
Contact Person PATRICK MULLEN
Signature 
Date 9-19-2022

Nick Trover
Project Manager
City of Oroville

**AMENDMENT NUMBER 2 TO THE REQUEST FOR PROPOSALS (“RFP”)
 FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

Amendment Date: August 29th, 2022

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.

B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

-Minimum licensure requirements are amended to include: Contractor shall hold **an A license OR an B license OR hold both an C8 and C13 license** to meet qualifications for this project.

-All questions regarding clarification of project **shall be submitted in RFI form.**

-See **attachment A** for list of individuals who participated in the mandatory job walk 08/25/22.

-See **attachment B** for curb detail

-Scope of work shall include the addition of: **an additional pedestrian gate not called out on the plan set on the west side of the property (4th avenue). Demolition and replacement of concrete in front of the vehicle pathway entrances and all pedestrian gates to meet ADA compliance and grading needs. Running tracks are to be installed and embedded in the concrete.**

-**Concrete work on pedestrian gate sections to be poured at a 4” thickness with (2) #4 rebar at 18 inches on center.**

-**Concrete work on vehicle gate sections to be poured at a 6” thickness with (2) #4 rebar at 12” on center.**

-**Posts at the north and east pedestrian gates and east vehicle gates shall be salvaged during demolition to be utilized by the city at a later date.**

-**All pedestrian gates are to meet ADA compliance.**

-Clarification: 10’ access gate to be **swing-in not rolling**

City of Oroville
RFP Amendment #2
City of Oroville Sank Park Fence Project

Revised Bid Due Date: 09/19/2022 – 2:00 p.m.

-Clarification: **Regarding the retaining wall section of property; the fencing and curb shall be brought out 12” for the entire span of the 3rd avenue side of the property.**

If Respondent’s need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at nicktrover@trovercpm.com.

RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:

Company Name B & M BUILDERS, INC.

Contact Person PATRICK MULLEN

Signature 

Date 9-19-2022

Nick Trover
Project Manager
City of Oroville

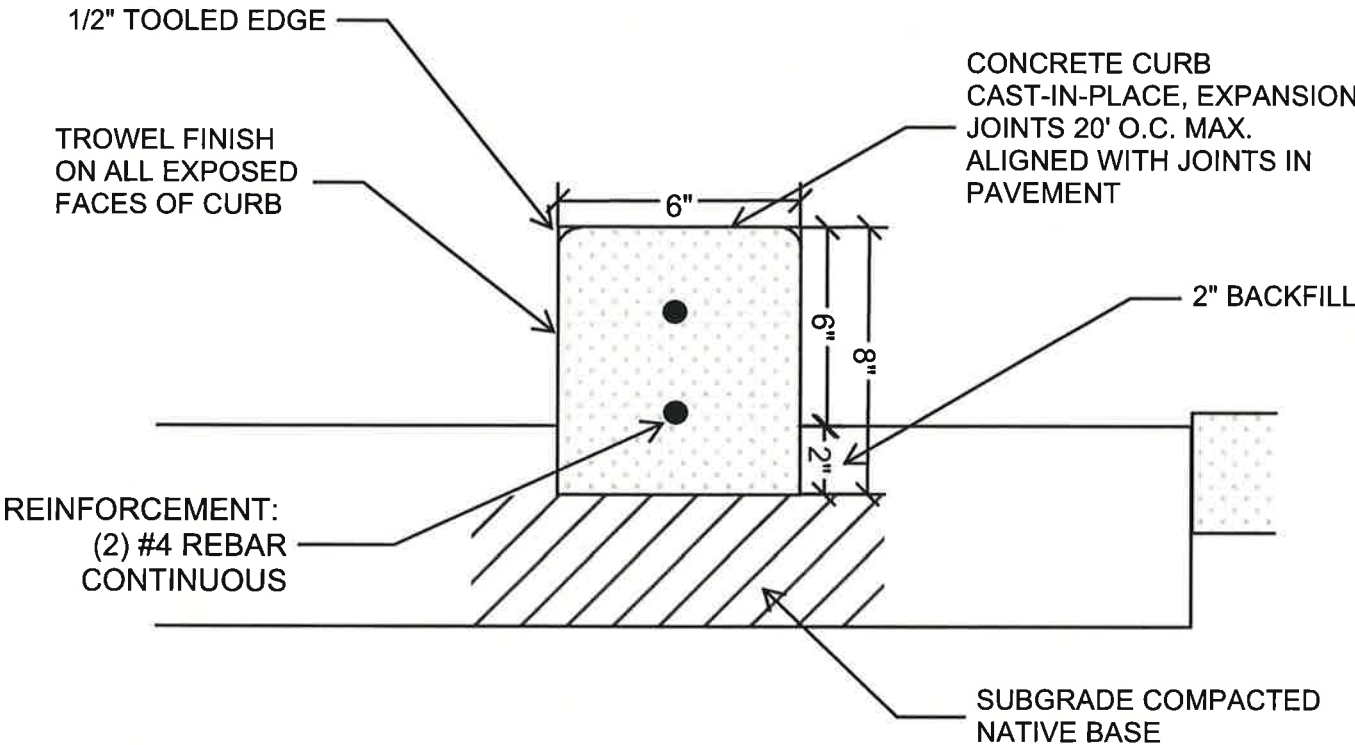
ATTACHMENT A
SIGN IN SHEET
MANDATORY JOB WALK

RFP #PK-08-11-2022 - SANK PARK FENCE PROJECT

Thursday, August 25, 2022 at 2:00AM

Name	Representing	Phone No.	Email
JEREMY GILLEN	PBM CONSTRUCTION, INC	916-257-2324	GJG@PBMCONSTRUCTION.COM
BRIAN FOSTER	NORTH STATE CONSTRUCTION	530 708 2547	northstateconstruction@hotmail.com
Jeremiah Alexander	B & M Builders	916-755-8803	jalexander@pisorfence.net
Mark Godfrey	United Iron	530 403-7757	UWmark@gmail.com
Jaxon Fitzgerald	NSEW	(530) 604-5526	jaxon@northstateew.com
BLETT STOCKDALE	BLITE CONSTRUCTION COMPANY	530 717. 7870	BLETT@BLITECONSTRUCTIONCOMPANY.COM

ATTACHMENT B



VERTICAL CURB, 6" X 8"

NOT TO SCALE

**AMENDMENT NUMBER 3 TO THE REQUEST FOR PROPOSALS (“RFP”)
 FOR CITY OF OROVILLE SANK PARK FENCE PROJECT (“PROJECT”)**

Amendment Date: September 13th, 2022

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Sank Park Fence Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.

B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Sank Park Fence Project remains unchanged. The RFP is modified and/or clarified, as follows:

Pre-Bid Request for Information:

1. What is the clearance requirement between top of curb and bottom of fence?
2. Style of fencing? Flush top and bottom rail, extended picket? 2-rail, 3-rail?
3. Decorative posts – specifications indicate corner posts. Is it just corners or all end/corner posts?
4. Man gates – Specifications say 4 man gates, 2 vehicle gates. Original detail shows 2 man gates at Montgomery Ave & 3rd Street. Addendum 2 adds another man gate on 4th Street. Where is the 4th gate?
- 5/ 10' swing gate (addendum2) – will that be a single swing or double swing gate? What latching and hold open requirements?

City of Oroville Response to RFI:

1. Top of curb and bottom of fence shall be a minimum of 2”
2. Style of fencing shall be significantly consistent with provided design and subject to review and approval by client. **Attachment A**
3. Bid should include the option for all corners and entry points. Client to review and adjust according to budget capabilities.
4. See **Attachment B** for clarification on all gates and entry points
5. 10' gate will be a double swing gate. Gravity latch with a padlockable drop bolt or equivalent.

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Sank Park Fence Project, please contact Nick Trover at nicktrover@trovercpm.com.

City of Oroville
RFP Amendment #3
City of Oroville Sank Park Fence Project

Revised Bid Due Date: 09/19/2022 – 2:00 p.m.

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW
AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name B&M BUILDERS, INC.

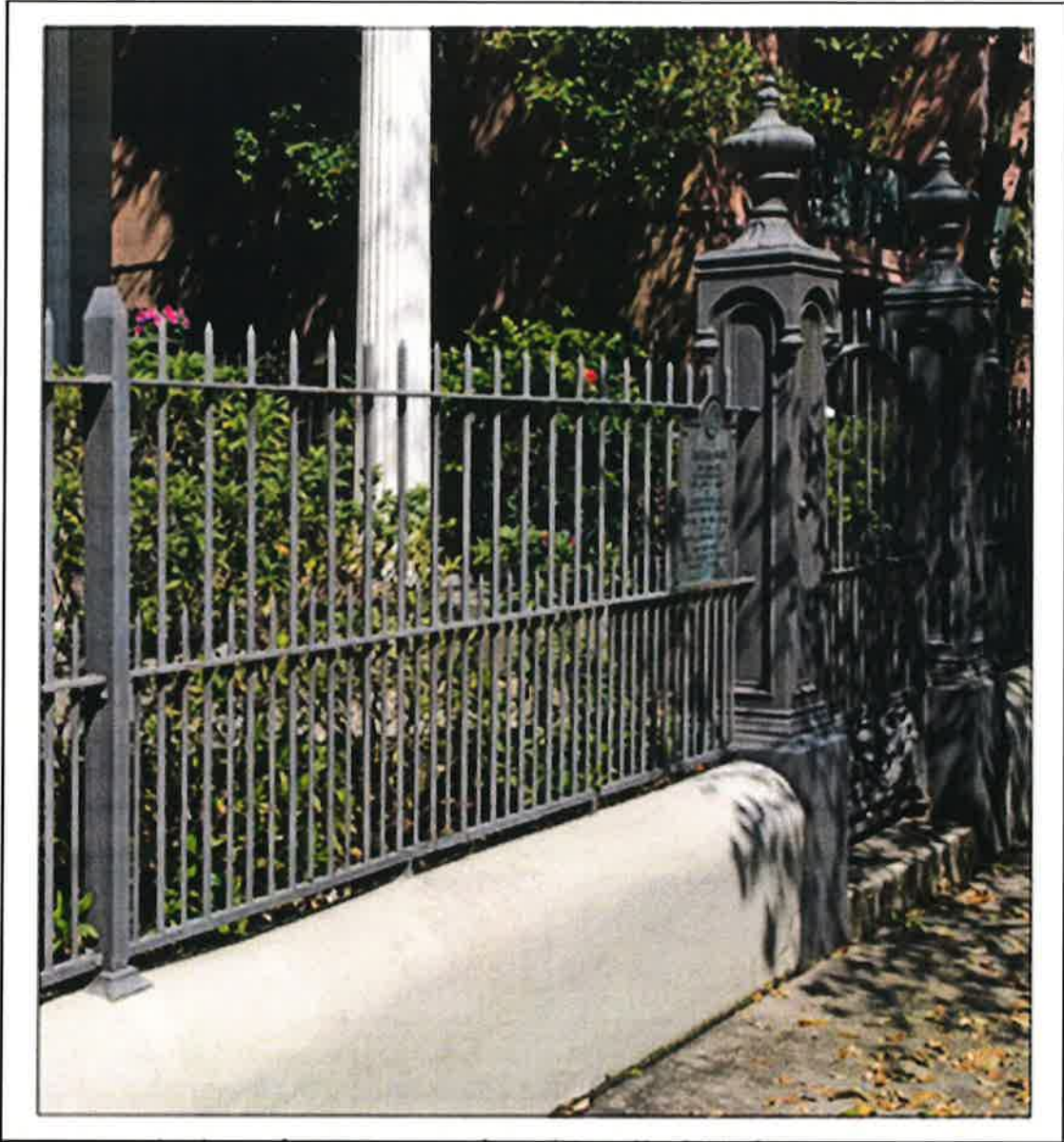
Contact Person PATRICK MULLEN

Signature 

Date 9-19-2022

Nick Trover
Project Manager
City of Oroville

ATTACHMENT A





SECTION 00 43 24
(FOR PRE-BID USE ONLY)
PRE-BID REQUEST FOR INFORMATION
City Of Oroville

Date of Pre-Bid RFI: <u>9/2/2022</u>	Bidder Name: <u>Northern California Fence</u>
Project Name: <u>Sank Park Fencing</u>	
Project No: _____	

Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)

1. What is the clearance requirement between top of curb and bottom of fence _____
2. Style of fencing? Flush top & bottom rail, extended picket? 2-rail, 3-rail? _____
3. Decorative post - specifications indicate corner posts. Is it just corners or all end/corner posts? _____
4. Man gates - Specifications say 4 man gates, 2 vehicle gates. Original detail shows 2 man gates, at Montgomery Ave & 3rd Street. Addendum 2 adds another man gate on 4th Street. Where is the 4th gate? _____
5. 10' swing gate (addendum2) - will that be a single swing or double swing gate? What latching and hold open requirements? _____

Additional pages attached by Bidder: ___ Yes ___ No
Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information

1. Top of curb and bottom of fence shall be a minimum of 2". _____
2. Style of fencing shall be significantly consistent with provided design and subject to approval by client. Attachment A _____
3. Please provide as an option for all corners and entry points. _____
4. See Attachment B for clarification on all gates and entry points _____
5. 10' gate will be a double swing gate. Gravity latch with padlock drop bolt or equivalent. _____

Additional pages of RFI Response attached: Yes ___ No
Number of additional RFI Response pages attached: 2
Date of RFI Response: 09/13/2022

Submitted By:
Carrie Moore, Northern California Fence

(Bidder Name) *Carrie Moore*

(Signature of Bidder's Authorized Employee, Officer or Representative)
Submittal Date: 9/2/2022

Bidder Contact Information:

(Bidder Contact Name)

(Phone and Fax)

(Email Address)

Item 8.

Contractor Information

Legal Entity Name
B&M BUILDERS INC

Legal Entity Type
Corporation

Status
Active

Registration Number
1000003277

Registration effective date
07/01/20

Registration expiration date
06/30/23

Mailing Address
11330 SUNRISE PARK DR, STE C RANCHO CORDOVA 95742 ...

Physical Address
11330 SUNRISE PARK DR, STE C RANCHO CORDOVA 95742 ...

Email Address
service@bm-builders.com

Trade Name/DBA
B&M BUILDERS INC

License Number (s)
CSLB:861848
CSLB:861848

Registration History

Effective Date	Expiration I
06/14/18	06/30/19
06/16/17	06/30/18
06/08/16	06/30/17
06/02/15	06/30/16
12/08/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23

Legal Entity Information

Corporation Entity Number: 25216649

Federal Employment Identification Number: 510539817

President Name: PATRICK MULLEN

Vice President Name: AUSTIN O CONNELL

Treasurer Name: PATRICK MULLEN

Secretary Name: AUSTIN O CONNELL

CEO Name: JONATHAN BROWN

Agency for Service:

Agent of Service Name: PATRICK MULLEN

Agent of Service Mailing Address: 11330 SUNRISE PARK DR, STE C RANCH

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO InformationName	Phone	Email
PEO	PEO	PEO

Item 8.

Insured by Carrier
Policy Holder Name:
Insurance Carrier:
Policy Number:
Inception date:
Expiration Date:

B&M BUII
Zurich An
WC23946
03/01/20
03/01/21

Contractor Information

Legal Entity Name
PISOR FENCE DIVISION, INC

Legal Entity Type
Corporation

Status
Active

Registration Number
1000003166

Registration effective date
07/01/22

Registration expiration date
06/30/25

Mailing Address
PO BOX 7213 CITRUS HEIGHTS 95621 CA United State...

Physical Address
7850 ANTELOPE NORTH RD CITRUS HEIGHTS 95621 C...

Email Address
jsears@pisorfence.net

Trade Name/DBA
PISOR FENCE

License Number (s)
CSLB:316128

Registration History

Effective Date	Expiration Date
05/24/18	06/30/19
05/22/17	06/30/18
06/07/16	06/30/17
06/24/15	06/30/16
11/25/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number: C0756344

Federal Employment Identification Number: 942306999

President Name: James Dale

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agency for Service:

Agent of Service Name: John Sears

Agent of Service Mailing Address: PO Box 7213 Citrus Heights 95621 CA U

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO InformationName	Phone	Email
PEO	PEO	PEO

Item 8.

Insured by Carrier
Policy Holder Name:
Insurance Carrier:
Policy Number:
Inception date:
Expiration Date:

PISOR FEI
ICW
WSA-503;
01/01/22
01/01/23