



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street

### SPECIAL MEETING JULY 25, 2014 2:00 P.M. AGENDA

***"Oroville - California's best opportunity for a safe and diverse quality of life"***

---

#### **ROLL CALL**

Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

#### **PLEDGE OF ALLEGIANCE**

#### **RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS**

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda, you will be asked to step to the podium, repeat your name for the record, and make your presentation or ask questions regarding the agenda item. Following your remarks, Council and/or staff may respond to your comments or questions. **Presentations are limited to three minutes per person.** Under Government Code Section 54954.3 the time allotted for presentations may be limited.

#### **SPECIAL BUSINESS**

1. **REQUEST BY SALMON FESTIVAL COMMITTEE FOR FUNDING PARTICIPATION IN THE 2014 OROVILLE SALMON FESTIVAL – staff report**

The Council may consider a funding request, in the amount of \$3,250, from the Oroville Salmon Festival Committee (Committee) for the 2014 annual Oroville Salmon Festival, to be held on September 26 and 27, 2014. **(Randy Murphy, City Administrator and Bob Marciniak, Program Specialist)**

Council Action Requested: **Approve the funding request, in the amount of \$3,250, from the Oroville Salmon Festival Committee to provide for bussing costs for the 2014 annual Oroville Salmon Festival, to be held on September 26 and 27, 2014.**

2. **SUPPLEMENTAL BENEFITS FUND FUNDING FOR RESERVE POLICE OFFICERS – staff report**

The Council may consider accepting funding, in the amount of \$48,403.20, from the Supplemental Benefits Fund for two (2) Reserve Police Officers to be assigned to various patrol activities along the Feather River

corridor. (Randy Murphy, City Administrator and Bill LaGrone, Director of Public Safety)

Council Action Requested:

1. **Accept the funding from the Supplemental Benefit Fund, in the amount of \$48,403.20, to be used for (2) two Reserve Police Officers to patrol the community Parks and walking trails along the Feather River Corridor.**
  2. **Authorize staff to hire Reserve Officers as needed.**
  3. **Direct staff to reflect all approved actions pertaining to the funding and hiring of two Reserve Police Officers in the Final 2014/15 budget.**
3. **AGREEMENTS FOR 2014 ROAD REPAIRS AND MAINTENANCE – staff report**

The Council may consider three Construction Contracts with private sector contractors and a Mutual Aid Agreement with Butte County, to complete planned road repairs and maintenance on City roads this construction season. (Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)

Council Action Requested:

1. **Adopt Resolution No. 8244 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH WEST COAST PAVING AND CHIP SEAL, INC., IN AN AMOUNT NOT TO EXCEED \$324,300, FOR ROAD REPAIRS – (Agreement No. 3079).**
2. **Adopt Resolution No. 8245 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH TELFER HIGHWAY TECHNOLOGIES, IN AN AMOUNT NOT TO EXCEED \$33,370, WITH AN ADDITIONAL 10% CONTINGENCY IN THE AMOUNT OF 3,337, FOR SOUTH FIFTH AVENUE SLURRY SEALING – (Agreement No. 3080).**
3. **Adopt Resolution No. 8246 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH SIERRA TRAFFIC MARKINGS, INC., IN AN AMOUNT NOT TO EXCEED \$9,628, WITH AN ADDITIONAL 10% CONTINGENCY IN THE AMOUNT OF \$953, FOR SOUTH FIFTH AVENUE AND TABLE MOUNTAIN BOULEVARD ROAD STRIPING AND MARKING – (Agreement No. 3081).**
4. **Authorize Butte County Public Works to complete chip sealing services on South Fifth Avenue and Table Mountain Boulevard for an approximate cost of \$60,000 under the Mutual Aid Agreement with Butte County.**
5. **Direct staff to reflect all approved actions pertaining to the 2014 planned road repairs and maintenance on City roads in the Final 2014/15 budget.**

### **CLOSED SESSION**

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 City Employee's Association,

Oroville Fire Fighter's Association, Oroville Police Officers' Association, Oroville City Confidential Association, and Oroville Mid-Manager's Association.

### **HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

### **ADJOURNMENT**

The meeting will be adjourned to a regular meeting of the Oroville City Council to be held on Tuesday, August 5, 2014 at 5:00 p.m.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR  
BOB MARCINIAK, PROGRAM SPECIALIST**

**RE: REQUEST FROM THE SALMON FESTIVAL COMMITTEE FOR FUNDING  
PARTICIPATION IN THE 2014 OROVILLE SALMON FESTIVAL**

**DATE: JULY 25, 2014**

**SUMMARY**

The Council may consider a funding request, in the amount of \$3,250, from the Oroville Salmon Festival Committee (Committee) for the 2014 annual Oroville Salmon Festival, to be held on September 26 and 27, 2014.

**DISCUSSION**

The Salmon Festival (Festival) has been an annual event for the past nineteen years and has attracted thousands of people, both local and out of the area, to the Historic Downtown area. The event was originally started by Freda Flint and several years later Anna Kastner, Manager of the Oroville Fish Hatchery assumed responsibility for coordinating the Festival. At the conclusion of the 2009 Festival, Mrs. Kastner advised the Committee that she would not be able to coordinate future Salmon Festivals. In 2010, the Salmon Festival Committee, through the Oroville Area Chamber of Commerce (Chamber), hired Debra Lucero & Associates as the Event Coordinator which resulted in increased attendance, advertising, branding and a professional coordination of all activities. The Chamber requested and received funding through the Supplemental Benefits Fund and other community participants to pay for the Event Coordinator. Since 2010, the Supplemental Benefits Fund has provided funding directly to Upstate Community Enhancement Foundation, who serves as the Event Coordinator, for the Festival and three other major events in Oroville.

The 2013 Festival had over 18,000 people in attendance that learned about the cultural significance of salmon to the Native American Community, experienced first-hand the salmon operation at the Feather River Fish Hatchery, celebrated and enjoyed events ranging from a sit-down dinner on the shores of the Feather River to a variety of exhibits and street vendors in both the downtown area and at the Feather River Fish Hatchery. The Salmon Court on the levee, which was established in 2012, continues to provide cooking demonstrations, food vendors and entertainment. This year the Bounty of Butte County, which previously was held on the day following the Salmon Festival, has been incorporated into the activities held adjacent to the levee.

The City of Oroville has participated in the Festival, providing in-kind services and has for the past several years, and has also allocated funding for busses which provides a very efficient way to move participants from the remote parking areas to the Feather River Fish Hatchery, Salmon Court at the levee and the activities in the Historic Downtown area. An increase in TOT and sales tax is anticipated on the 2014 Salmon Festival which the Salmon Festival Committee believes will draw in excess of 20,000 participants.

If approved by Council, the funds will be paid, upon presentation of an invoice, directly to the Work Training Center which is the selected bussing contractor.

#### **FISCAL IMPACT**

None. Funding is available in the Community Promotions budget.

#### **RECOMMENDATION**

Approve the funding request, in the amount of \$3,250, from the Oroville Salmon Festival Committee to provide for bussing costs for the 2014 annual Oroville Salmon Festival, to be held on September 26 and 27, 2014.

#### **ATTACHMENTS**

Letter dated 07/15/2014 requesting financial support

# Oroville Salmon Festival

July 15, 2014

Dear Oroville City Council and To Whom It May Concern:

Every year, the Oroville Salmon Festival draws thousands of attendees from throughout the state to downtown Oroville with the potential to overwhelm city streets, parking, neighborhoods and businesses. In order to prevent this impact from occurring, free parking at River Bend Park and the Butte County complex on Grand Avenue and Table Mountain Boulevard has been offered with free shuttle buses to move the thousands of visitors safely into downtown and back to their vehicles.

For this reason, the Oroville Salmon Festival Committee is requesting a contribution of \$3,000.00 from the City of Oroville to secure shuttle buses for the 2014 Oroville Salmon Festival on Saturday, September 27. The buses will be provided and operated by the Work Training Center. We are planning on expanding the hours of operation this year to 9:00am - 6:00pm. In 2013, shuttle service began at 10:00am and ran to 6:00pm. We had an estimated 18,000 attendees. The total cost for shuttle service in 2013 was \$3,179.75. However, the Work Training Center honored their original quote of \$2,800.00 and that is what was paid by the City. We are expecting the cost for 2014 (with the expanded hours) to be approximately \$3,250.00 and we are expecting close to 20,000 attendees.

The Oroville Salmon Festival has grown to be Butte County's premier event in the area bringing commerce, tax revenue, civic pride and appreciation for the city. Many of the attendees are from outside Oroville and are able to experience the beauty and hometown atmosphere the city has to offer. It is in this spirit we wish to make the Salmon Festival experience a safe, positive and fun-filled day showcasing Oroville and the beautiful Feather River and all it has to offer.

Thank You,

Ray Laager  
Event Coordinator, Oroville Salmon festival  
Upstate Community Enhancement Foundation

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR  
BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY**

**RE: SUPPLEMENTAL BENEFITS FUND FUNDING FOR RESERVE  
POLICE OFFICERS**

**DATE: JULY 25, 2014**

**SUMMARY**

The Council may consider accepting funding, in the amount of \$48,403.20, from the Supplemental Benefits Fund for (2) two Reserve Police Officers to be assigned to various patrol activities along the Feather River corridor.

**DISCUSSION**

Parks along the Feather River have drawn those that would abuse drugs and alcohol and behave in ways that would tend to discourage the use of these Parks. Consequently individuals who choose to abuse drugs and alcohol, or otherwise behave inappropriately at the Parks or on and around the walking trail along the Feather River, discourage others from utilizing these recreational resources.

The City of Oroville and Feather River Recreation and Park District (FRRPD) recognize that the community parks and walking trails must be kept clean and a sense of safety must be maintained in order to encourage the continued use of these recreational resources in our community.

On July 2, 2014, staff approached the Supplemental Benefits Fund (SBF) Committee and requested funding for (2) Reserve Police Officers to be assigned to patrol parks along the Feather River Corridor. The purpose of these patrols is intended to ensure the ability of all community members to access these recreational resources with a sense of safety. The SBF approved the funding request, contingent upon acceptance by both the City and FRRPD and concurrence by the City Attorney.

The intent for these new Officers is to patrol the areas utilizing the previously acquired GEM vehicles or on foot to conduct regular, but unscheduled, visits, as patrols. The Police Department will manage this patrol process. Activity reports

will be made available via the Department's monthly report to the Oroville City Council and will be available to the SBF Committee and public via the City of Oroville website.

These patrols will begin once Officers are hired and trained, once trained Reserve Officers may be utilized for other activities. Unfortunately, the Oroville Public Safety Department does not staff an adequate number of Reserve Officers to start this program immediately. Currently, these patrol activities are being conducted by the School Resource Officer. As the summer break ends, the School Resource Officer will once again be assigned full-time to the local schools. Every effort will be made to maintain these proactive patrols utilizing existing resources until such time as the Reserve Officers are available.

### **FISCAL IMPACT**

The City will incur up to \$1,600 for required training.

### **RECOMMENDATIONS**

1. Accept the funding from the Supplemental Benefit Fund, in the amount of \$48,403.20, to be used for (2) two Reserve Police Officers to patrol the community Parks and walking trails along the Feather River Corridor.
2. Authorize staff to hire Reserve Officers as needed.
3. Direct staff to reflect all approved actions pertaining to the funding and hiring of two Reserve Police Officers in the Final 2014/15 budget.

### **ATTACHMENTS**

None

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER, COUNCIL MEMBERS AND  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
RICK WALLS, INTERIM CITY ENGINEER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AGREEMENTS FOR 2014 ROAD REPAIRS AND MAINTENANCE**

**DATE: JULY 25, 2014**

**SUMMARY**

The Council may consider three Construction Contracts with private sector contractors and a Mutual Aid Agreement with Butte County, to complete planned road repairs and maintenance on City roads this construction season.

**DISCUSSION**

There are numerous City roads in need of repair and maintenance. In 2010, staff developed a list of 24 roads as candidates for chip sealing or a cape seal. This list was presented to the Council in 2010 and on May 6, 2014, for approval. Due to the low level of funding available for road maintenance, and the high cost of completing prevailing wage road maintenance, staff has been coordinating with Butte County for chip seal services. The County has the resources to chip seal two roads this season, and more roads in upcoming years. Staff has advertised for bids for the necessary surface repairs for roads to be chip sealed this year and in future years. For this construction season, the goals for road repairs are as follows:

- Complete City wide pre-chip sealing surface road repairs through a contract award with West Coast Paving and Chip Seal. Surface road repairs will be completed on approximately 25 – 35 roads in preparation for chip sealing this year and in upcoming years.
- Retain Butte County Public Works (County) under the existing mutual aid agreement to complete chip seal services for South Fifth Avenue (Dry Creek Bridge to Georgia Pacific) and Table Mountain Boulevard.
- Retain Telfer Highway Technologies (Telfer) to complete a slurry seal on South 5<sup>th</sup> Avenue after the chip seal, which results in a cape seal. Telfer's bid prices to the City are based on a recently advertised Butte County contract award where Telfer

CC-3

(formerly Windsor Fuel Company) was the low bidder.

- Retain Sierra Traffic Markings (STM) to complete the placement of new road striping and markings for South Fifth Avenue (Dry Creek Bridge to Georgia Pacific) and Table Mountain Boulevard. STM's bid prices to the City are based on a recently advertised Butte County contract award where STM provided a sub-bid to the low bidder Telfer.

#### West Coast Paving and Chip Seal Contract Award

Staff released a Request for Bids (RFB) for surface road repairs that was advertisement in the Oroville Mercury register on July 14 and July 18, 2014, with a bid opening date of July 23, 2014. The RFB request bid prices on a per square foot (sf) basis for 150,000 sf of thin lift (skin patch) asphalt repairs and 7,500 sf of conventional 4" dig out repairs. Five fully responsive sealed bids were received and opened on July 23, 2014. The bids are summarized below.

<b>BID SUMMARY OROVILLE ROAD REPAIRS - 2014</b>			
<b>Bidder Name</b>	<b>Bid Price – Thin Lift Repairs</b>	<b>Bid Price – Digout Repairs</b>	<b>Total Bid</b>
West Coast Paving and Chip Seal	\$271,800	\$52,500	\$324,300
Baldwin Contracting Company	\$271,000	\$61,875	\$332,875
Santos Excavating	\$252,000	\$142,500	\$394,500
Northwest Paving	\$348,500	\$90,000	\$438,500
Franklin Construction	\$403,100	\$127,125	\$530,225

The low responsive bidder for the road repair project is West Coast Paving and Chip Seal from Yreka, California.

#### Slurry Seal Contract Award

Staff obtained a bid from Telfer to apply a slurry seal to South 5<sup>th</sup> Avenue. The Telfer bid prices offered to the City are the same as bid item prices offered by Windsor/Telfer to the County in response to a formal Request for Bids (RFB) advertised by the County on February 27, 2014. The Butte County bid opening occurred on April 15, 2014, and the Windsor/Telfer bid to the County was determined to be the lowest responsible bid. Staff is using the competitive bid process completed by the County as a basis for a City contract award to Telfer. Copies of the bid submitted to the County and City's bid from Telfer are attached to this staff report.

Staff is requesting a 10% contingency in the amount of \$3,337 in the contract with Telfer Highway Technologies because payment will be based on the actual square footage of road to be slurry sealed.

Striping and Marking Contract Award

Staff obtained a bid from STM to replace the striping and markings on South 5<sup>th</sup> Avenue and Table Mountain Boulevard after sealing. The STM bid prices offered to the City are the same as the sub-bid item prices offered by STM through Windsor/Telfer to the County in response to a formal Request for Bids (RFB) advertised by the County on February 27, 2014. The Butte County bid opening occurred on April 15, 2014, with the STM sub-bid being part of the low bid submitted by Windsor/Telfer. Staff is using the competitive bid process completed by the County as a basis for a contract award to STM, which is commonly referred to as a “piggyback” contract award, and is authorized pursuant to the Government Code and the Public Contract Code. Copies of the bid submitted to the County and City’s bid from STM are attached to this staff report.

Staff is requesting a 10% contingency in the amount of \$953 in the contract with Sierra Traffic Markings because payment will be based on the actual linear footage of road to be striped.

Mutual Aid Agreement with Butte County

A mutual aid agreement between the City and the County was executed on June 18, 2013. Under the authority of this agreement, the City can retain the County to complete chip seal services on City roads. Staff has coordinated the upcoming chip sealing for South 5<sup>th</sup> Avenue and Table Mountain Boulevard to be completed by the County in mid-August. The cost to the City will include the County’s actual labor and material costs plus a 5% administrative charge. Based on the quantity of chip sealing required for South 5<sup>th</sup> Avenue and Table Mountain Boulevard and the County’s unit costs, staff estimates this cost to be \$60,000.

Summary of Costs

The costs to complete the planned road repair and maintenance work this construction season are summarized as follows:

City Wide Pre-Sealing Road Repairs -	\$324,300
Chip Seal South 5 <sup>th</sup> and TMB -	\$60,000
Slurry Seal South 5 <sup>th</sup> Avenue -	\$33,370
Striping and Marking South 5 <sup>th</sup> and TM -	\$9,628
<b>Total</b>	<b>\$427,298</b>

**FISCAL IMPACT**

No impact to the General Fund. The costs for this project will be paid out of Fund 112,

Regional Surface Transportation Program.

**RECOMMENDATION(S)**

1. Adopt Resolution No. 8244 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH WEST COAST PAVING AND CHIP SEAL, INC., IN AN AMOUNT NOT TO EXCEED \$324,300, FOR ROAD REPAIRS – (Agreement No. 3079).
2. Adopt Resolution No. 8245 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH TELFER HIGHWAY TECHNOLOGIES, IN AN AMOUNT NOT TO EXCEED \$33,370, WITH AN ADDITIONAL 10% CONTINGENCY IN THE AMOUNT OF 3,337, FOR SOUTH FIFTH AVENUE SLURRY SEALING – (Agreement No. 3080).
3. Adopt Resolution No. 8246 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH SIERRA TRAFFIC MARKINGS, INC., IN AN AMOUNT NOT TO EXCEED \$9,628, WITH AN ADDITIONAL 10% CONTINGENCY IN THE AMOUNT OF \$953, FOR SOUTH FIFTH AVENUE AND TABLE MOUNTAIN BOULEVARD ROAD STRIPING AND MARKING – (Agreement No. 3081).
4. Authorize Butte County Public Works to complete chip sealing services on South Fifth Avenue and Table Mountain Boulevard for an approximate cost of \$60,000 under the Mutual Aid Agreement with Butte County.
5. Direct staff to reflect all approved actions pertaining to the 2014 planned road repairs and maintenance on City roads in the Final 2014/15 budget.

**ATTACHMENTS**

Resolution No. 8244  
Agreement No. 3079  
Resolution No. 8245  
Agreement No. 3080  
Resolution No. 8246  
Agreement No. 3081

**CITY OF OROVILLE  
RESOLUTION NO. 8244**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH WEST COAST PAVING AND CHIP SEAL, INC., IN AN AMOUNT NOT TO EXCEED \$324,300 FOR ROAD REPAIRS**

**(Agreement No. 3079)**

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

1. The Mayor is hereby authorized and directed to execute an Agreement with West Coast Paving and Chip Seal, Inc. for road repairs. A copy of the Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a special meeting held on July 25, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Randy Murphy, City Clerk

# PROJECT CONTRACT

**THIS PROJECT CONTRACT** (the "contract" or "Contract"), is made and entered into this 25th day of July, 2014, by and between City of Oroville (referred to herein as the "Owner" or the "City") and West Coast Paving and Chip Sealing, Inc. (the "Contractor").

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

## 1. THE CONTRACT DOCUMENTS.

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

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

## 2. THE WORK.

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

### ROAD REPAIRS - 2014

## 3. CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$324,300. In no event shall Consultant's compensation exceed the amount of \$324,300 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

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

## 4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

**5. PAYMENT.**

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

**6. TIME FOR COMPLETION.**

All work under this contract shall be completed within a period of 45 calendar days from the date of the Contractor's receipt of Notice-to-Proceed from the City. The anticipated Notice-to-Proceed date is August 5, 2014 and the anticipated completion date is September 19, 2014.

**7. EXTENSION OF TIME.**

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

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Zero Dollars (\$0.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

**8. LABOR PROVISIONS.**

a. Minimum Wages.

(1) All laborers and mechanics employed or working upon the site of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of subparagraph a.(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph d. of this clause. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the Project in a prominent and accessible place where it can easily be seen by the workers.

(2)

(i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The City shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the City or will notify the City within the 30-day period that additional time is necessary.

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

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (2)(ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(3) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Project, all or part of the wages required by the contract, the City, or applicant take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under paragraph a(4) of this clause that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. If the Contractor employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph c(1) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph c(1) above and that such information is correct and complete;

(B) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(b) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under paragraph c(1) of this section available for inspection, copying or transcription by authorized representatives of the City, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, Department of Labor may, after written notice to the Contractor or City take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment of the Contractor or subcontractor pursuant to 29 CFR 5.12.

d. Apprentices and Trainees.

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the Project site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination of the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance

with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the Project site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the Project site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

e. Compliance With Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference into this contract.

f. Subcontracts. The Contractor and each subcontractor shall insert in any subcontracts the clauses contained in paragraphs a. through j. of this contract, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

g. Contract Termination: Debarment. A breach of the contract clauses in paragraphs a. through j. of this Section 8 and a. through e. of Section 9 below are grounds for termination of this contract, and for the debarment of the Contractor or subcontractor as provided in 29 CFR 5.12.

h. Compliance With Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes provision of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontracts) and the City, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of Eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements or certifications in the making of this contract is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

9. **CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.**

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

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

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

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

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

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

**10. COMPLIANCE WITH REGULATIONS.**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (herein, 'DOT') Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**11. NONDISCRIMINATION.**

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

**12. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.**

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

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

**13. CIVIL RIGHTS.**

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

**14. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.**

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

**15. INFORMATION AND REPORTS.**

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

**16. SANCTIONS FOR NONCOMPLIANCE.**

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

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

**17. INSPECTION OF RECORDS.**

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

**18. BREACH OF CONTRACT TERMS.**

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

**19. TERMINATION OF CONTRACT BY CITY**

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

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

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

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

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

**20. INCORPORATION OF PROVISIONS.**

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

interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications. A copy of California Public Contract Code Sections 20104 through 20104.6 is attached to this Contract.

**22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.**

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

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

**23. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.**

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

**24. ENERGY CONSERVATION REQUIREMENTS**

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

**IN WITNESS WHEREOF**, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

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

(Linda L. Dahlmeier)

\_\_\_\_\_  
Mayor

(Official Title)

CONTRACTOR: West Coast Paving and Chip Sealing, Inc. (Second Party)

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

(Authorized Representative)

\_\_\_\_\_

(Official Title)

**CITY OF OROVILLE  
RESOLUTION NO. 8245**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH TELFER HIGHWAY TECHNOLOGIES, IN AN AMOUNT NOT TO EXCEED \$33,370, WITH AN ADDITIONAL 10% CONTINGENCY IN THE AMOUNT OF 3,337, FOR SOUTH FIFTH AVENUE SLURRY SEALING**

**(Agreement No. 3080)**

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Telfer Highway Technologies for South 5<sup>th</sup> Avenue slurry sealing. A copy of the Agreement is attached to this Resolution.
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a special meeting held on July 25, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Randy Murphy, City Clerk

## CONSTRUCTION CONTRACT

This contract for construction ("Contract") is made and entered into the 25th day of July, 2014, by and between City of Oroville ("City"), 1735 Montgomery Street, Oroville, California and Telfer Highway Technologies ("Contractor"), 4522 Parker Avenue, Building 700, Suite 350, McClellan, California, 95562, Contractor's License No. 984141.

### 1.00. General Provisions

1.01. Purpose of Contract. City owns the public right of way known as South 5<sup>th</sup> Avenue (the Road). The purpose of this Contract is for the Contractor to provide and install a Caltrans T2 slurry seal on the Road.

1.02. Contract Price. Contractor shall be paid the amount of Thirty Three Thousand Three Hundred Seventy dollars (\$33,370.00) ("Contract Price") for the performance of the work required by the Contract. The Contract Price is based on a line item pricing submittal (Bid) made by the Contractor and received by the City on July 18, 2014. The Contractor's Bid offers to the City line item bid item prices offered to Butte County in response to a formal Request for Bids (RFB) advertised by Butte County February 27, 2014. The Butte County bid opening occurred on April 15, 2014 and the Contractor's Bid to the County was determined to be the lowest responsible Bid. Contractor's Bid is attached to this Contract as Exhibit "A".

1.03. Statement of Work. Contractor shall furnish all labor, material, supplies, equipment, and services and shall perform and complete in a satisfactory and workmanlike manner all the Road slurry sealing as described in the Contractor's Bid.

### 1.04. Time of Commencement and Completion.

- (a) Contractor shall commence the construction as soon as possible after the completion of a chip seal (by others) on the Roads.
- (b) All work shall be satisfactorily completed no later than September 15, 2014, Contractor has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (c) Excusable delays shall consist of: strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Contractor, or by any other cause beyond the reasonable control of Contractor; provided that Contractor shall notify the City in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (d) If the Contractor is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.
- (e) If completion of the work is delayed beyond the completion date and no extension of time is approved by the City, Contractor agrees that the City would

suffer damages, but that such damages would be extremely difficult to ascertain. Therefore, it is agreed that a reasonable estimate of the damages to be suffered by City, in the event that final completion is not achieved by the date recited, and no extension of time has been approved by the City fine is one hundred (\$100) dollars per day for each day of delay.

(f) Time is of the essence of this Contract.

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

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

1.06. Method of Payment.

Upon application for payment submitted by the Contractor, and approved by the City inspectors, and based on job progress, the City shall make, or cause to be made, a final payment to the Contractor.

1.07. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Contract shall be made without the prior written consent of the City. The Contract Price may be increased by no more than 10 percent under the following conditions: a) additional repairs are needed which the City determines Contractor reasonably could not have anticipated; and 2) which result in a change of the scope of work necessitating a change in the plans and specifications; and 3) Contractor demonstrates, to the satisfaction of the City that the additional funds are necessary to ensure that the Property will meet rehabilitation standards upon completion of the work.

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

1.09. Conflict of Interest. Contractor states that no present or former member or officer of the City staff, and no employee of the City who formulates policy or influences decisions with respect to the City Housing Rehabilitation program, had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

1.10. Termination.

- (a) City may, because of breach of the Contract by Contractor, terminate this Contract at any time by a notice in writing to Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be with out prejudice to any claims. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this contract and shall promptly proceed to cancel all existing orders and terminate all subcontracts in so far as such orders and/or subcontracts are chargeable to this Contract.
- (b) Upon termination of this Contract for its breach by Contractor, the Contract Price shall be reduced by the amount of any and all claims which City may have against the Contractor for damages incurred by the City as a result of the breach, including the cost to City to have the work remaining under the Contract completed by another Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by City in effecting the termination of the work. Any Contract funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Contractor but not yet paid by the City on the date of the termination, may be applied by City to the damages which were incurred as a result of the Contractor's breach, the balance remaining, if any, payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor shall be liable for any unpaid balance.

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

- (a) Contractor at the following address:

Telfor Highway Technologies  
4522 Parker Avenue, Building 700, Suite 350,  
McClellan, California, 95562  
Attn: Steve Olsen

- (b) The City at the following address:

City of Oroville  
Community Development Department  
1735 Montgomery Street  
Oroville, CA 95965  
Attn: Rick Walls

2.00. CONTRACTOR'S GENERAL OBLIGATIONS.

Contractor shall provide the following:

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

- 2.02. Bond: None.
- 2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the City) necessary for the completion and execution of the work to be performed.
- 2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Contract Documents.
- 2.05. Maintenance of the Property:
- (a) At all times keep the Property free from accumulation of waste material or rubbish caused by Contractor's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.
  - (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Contract.
  - (c) Replace glass damaged or broken by Contractor's operation. Upon replacement, remove all labels and wash and polish glass on both sides.
- 2.06. Warranties: All materials and labor, including those of any subcontractor, for the work, shall be warranted for a period of one year from the date of the final Contractor payment provided for under Section 1.06 and Contractor shall provide City with all manufactures' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract, prior to the release of the final Contractor payment provided for under Section 1.06.
- 2.07. Inspection:
- (a) Permit City or its designees to examine and inspect the work under this Contract before and after completion.
  - (b) Cooperate with the City in completing progress inspections and final inspection of the work.
- 2.08. Payment and Lien Releases: Promptly pay all persons furnishing materials, labor, or services and deliver to the City a complete release of liens for all labor, materials, and services for which a lien or stop notice could be filed under this Contract.
- 3.00. ACCEPTANCE/PROJECT CLOSEOUT
- 3.01. Joint Inspection: Upon receipt of a written notice from Contractor that the work is ready for final inspection and acceptance, Contractor and representatives of the City shall meet for a final project inspection. If deficiencies are noted, Contractor shall be responsible for correcting the items identified prior receiving final payment.

3.02. Notice of Completion: When the work has been completed in conformity with the Contract Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the City, the City shall accept the work by signing a Notice of Completion.

3.03. Final Payment:

After the City has inspection all of the required work and accepted all of the final work, the Contractor shall submit a request for final payment. In addition, Contractor shall at the same time submit from all subcontractors and person supplying labor or materials to Contractor, a "Conditional Waiver and Release Upon Final Payment" in the form prescribed by Section 3262 of the City Code.

3.04. Release of Retention: Payment of all sums retained, if applicable, except those retained for cause shall be made to the Contractor no sooner than thirty-five (35) days after recordation of the Notice of Completion.

4.00. DISPUTE RESOLUTION

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

5.00. MISCELLANEOUS PROVISIONS

5.01. Entire Agreement: The Contract Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.

5.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.

5.03. Successors and Assigns: The provisions of this Contract bind both parties and their successors and assigns. Contractor shall not assign this Contract without written consent of the City.

5.04. Governing Law: This Contract and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

TELFER HIGHWAY TECHNOLOGIES

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

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

CITY OF OROVILLE

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

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



General Engineering Contractors – Paving, Chip Seal, Micro Surfacing, Slurry Seal  
4522 Parker Ave., Building 700, Suite 350 || McClellan, CA 95562 | Main Office (916) 383-1756  
FAX (916) 383-4084 STATE CONTRACTORS LICENSE #984141

To: City of Oroville  
Attn: Rick Walls, Public Works Director  
PHONE: 530-538-2507  
FAX:  
PROJECT: South 5St. Oroville, CA  
BIDS: Informal

# EXHIBIT A

THT is pleased to submit a formal proposal on the above referenced project. The following shall serve as a breakdown of our estimate.

Item #	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	1	1	\$ 2,000.00	\$ 2,000.00
2	Traffic Control	1	1	\$ 4,850.00	\$ 4,850.00
3	Site Management	1	1	\$ 1,000.00	\$ 1,000.00
4	Caltrans T2 Slurry Seal	SY	22000	\$ 1.16	\$ 25,520.00
				\$	33,370.00

#### INCLUSIONS:

THT will provide Labor, Equipment, Polymer Modified Emulsion, and T2 Aggregate.  
Traffic Control for our portion of Work.  
Mix Design.  
Verification of Equipment Calibrations if requested.  
Pre Cleaning. (Others to sweep any excess chip seal aggregate off the roadway prior to THT slurry sealing the roadway)  
(1) Mobilization.  
Additional Mobilizations @ \$12,000.00 Each.

#### EXCLUSIONS:

Posting of No Park Signs, Notifications of Residents or Business, Recessed Markers, Skin Patching of any kind, Tack Coat if Required, Permits, Fees, Bonds, Asphalt Repairs, Heavy Cleaning/Pressure Washing, City To Supply Water Hydrant and Staging Area within 2 miles of Project, Routing of Cracks, Crack Sealing and or Weed Spraying of cracks of any Kind, Clearing/Grubbing, Vegetation / Tree Trimming, Tack/Prime Coat, Railroad Traffic Control, Security Classes/Badging, Stripe/Marker Removal and Replacement, Stripe/Marker Protection, Temporary Delineation of any type, Curb Painting, Bollard Painting, Wheel Stops, Sandblast or Grinding of any type, Repair of power steering marks and or scuffing (inherent to materials being used), Any and all Union agreements/Letters of Assent/Fees/Contributions/PLAs, SWPPP/WPCP, QA/QC/Testing, CAS/CMS/ Airport signs and or Boards.

Add \$2,400.00 for each day additional day of Post Sweeping. (Bondable @ .75%) Please allow up to 6-8 weeks advanced notice for scheduling.

All accounts are due after completion of work. A late payment penalty of 2% will be added to past due accounts of over 20 days. If you have any questions regarding this proposal, please give us a call at 916-383-1756

Thank you for your consideration.  
Very Truly Yours

Steve Olsen  
Slurry Seal Division Manager

**EXHIBIT B**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS**

At no additional cost to City, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE OF INSURANCE:**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation as required by the State of California and Employer's Liability Insurance.

**B. MINIMUM LIMITS OF INSURANCE:**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: \$1,000,000 per accident for bodily injury or disease.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS:**

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

**D. OTHER INSURANCE PROVISIONS:**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

- a. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured

E. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. VERIFICATION OF COVERAGE:

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

G. SUBCONTRACTORS:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**CITY OF OROVILLE  
RESOLUTION NO. 8246**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH SIERRA TRAFFIC MARKINGS, INC., IN AN AMOUNT NOT TO EXCEED \$9,628, WITH AN ADDITIONAL 10% CONTINGENCY IN THE AMOUNT OF \$953, FOR SOUTH FIFTH AVENUE AND TABLE MOUNTAIN BOULEVARD ROAD STRIPING AND MARKING**

**(Agreement No. 3081)**

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Sierra Traffic markings, Inc. for South 5<sup>th</sup> Avenue and Table Mountain Boulevard road striping and marking. A copy of the Agreement is attached to this Resolution.
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a special meeting held on July 25, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Randy Murphy, City Clerk

## CONSTRUCTION CONTRACT

This contract for construction ("Contract") is made and entered into the 25th day of July, 2014, by and between City of Oroville ("City"), 1735 Montgomery Street, Oroville, California and Sierra Traffic Markings, Inc. ("Contractor"), 9725 Del Road, Suite B, Roseville, California, 95747, Contractor's License No. 755317.

### 1.00. General Provisions

1.01. Purpose of Contract. City owns the public rights of way known as Table Mountain Boulevard and South 5<sup>th</sup> Avenue (the Roads). The purpose of this Contract is for the Contractor to install striping and markings on the Roads.

1.02. Contract Price. Contractor shall be paid the amount of Nine Thousand Five Hundred Thirty Three Dollars (\$9,534.00) ("Contract Price") for the performance of the work required by the Contract. The Contract Price is based on a line item pricing submittal (Bid) made by the Contractor and received by the City on July 25, 2014. The Contractor's Bid offers to the City line item bid item prices offered to Butte County in response to a formal Request for Bids (RFB) advertised by Butte County February 27, 2014. The Butte County bid opening occurred on April 15, 2014 and the Contractor's Bid to the County was determined to be the lowest responsible Bid. Contractor's Bid is attached to this Contract as Exhibit "A".

1.03. Statement of Work. Contractor shall furnish all labor, material, supplies, equipment, and services and shall perform and complete in a satisfactory and workmanlike manner all the Road striping and marking as described in the Contractor's Bid.

### 1.04. Time of Commencement and Completion.

- (a) Contractor shall commence the construction as soon as possible after the completion of a chip seal and slurry seal (by others) on the Roads.
- (b) All work shall be satisfactorily completed no later than September 15, 2014, Contractor has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (c) Excusable delays shall consist of: strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Contractor, or by any other cause beyond the reasonable control of Contractor; provided that Contractor shall notify the City in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (d) If the Contractor is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.

- (e) If completion of the work is delayed beyond the completion date and no extension of time is approved by the City, Contractor agrees that the City would suffer damages, but that such damages would be extremely difficult to ascertain. Therefore, it is agreed that a reasonable estimate of the damages to be suffered by City, in the event that final completion is not achieved by the date recited, and no extension of time has been approved by the City fine is one hundred (\$100) dollars per day for each day of delay.
- (f) Time is of the essence of this Contract.

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

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

1.06. Method of Payment.

Upon application for payment submitted by the Contractor, and approved by the City inspectors, and based on job progress, the City shall make, or cause to be made, a final payment to the Contractor.

1.07. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Contract shall be made without the prior written consent of the City. The Contract Price may be increased by no more than 10 percent under the following conditions: a) additional repairs are needed which the City determines Contractor reasonably could not have anticipated; and 2) which result in a change of the scope of work necessitating a change in the plans and specifications; and 3) Contractor demonstrates, to the satisfaction of the City that the additional funds are necessary to ensure that the Property will meet rehabilitation standards upon completion of the work.

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

1.09. Conflict of Interest. Contractor states that no present or former member or officer of the City staff, and no employee of the City who formulates policy or influences decisions with respect to the City Housing Rehabilitation program, had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

1.10. Termination.

- (a) City may, because of breach of the Contract by Contractor, terminate this Contract at any time by a notice in writing to Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be with out prejudice to any claims. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this contract and shall promptly proceed to cancel all existing orders and terminate all subcontracts in so far as such orders and/or subcontracts are chargeable to this Contract.
- (b) Upon termination of this Contract for its breach by Contractor, the Contract Price shall be reduced by the amount of any and all claims which City may have against the Contractor for damages incurred by the City as a result of the breach, including the cost to City to have the work remaining under the Contract completed by another Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by City in effecting the termination of the work. Any Contract funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Contractor but not yet paid by the City on the date of the termination, may be applied by City to the damages which were incurred as a result of the Contractor's breach, the balance remaining, if any, payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor shall be liable for any unpaid balance.

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

- (a) Contractor at the following address:

Sierra Traffic Markings, Inc.  
9725 Del Road, Suite B  
Roseville, California, 95747  
Attn: Tom Rawlins

- (b) The City at the following address:

City of Oroville  
Community Development Department  
1735 Montgomery Street  
Oroville, CA 95965  
Attn: Rick Walls

2.00. CONTRACTOR'S GENERAL OBLIGATIONS.

Contractor shall provide the following:

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

- 2.02. Bond: None.
- 2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the City) necessary for the completion and execution of the work to be performed.
- 2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Contract Documents.
- 2.05. Maintenance of the Property:
- (a) At all times keep the Property free from accumulation of waste material or rubbish caused by Contractor's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.
  - (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Contract.
  - (c) Replace glass damaged or broken by Contractor's operation. Upon replacement, remove all labels and wash and polish glass on both sides.
- 2.06. Warranties: All materials and labor, including those of any subcontractor, for the work, shall be warranted for a period of one year from the date of the final Contractor payment provided for under Section 1.06 and Contractor shall provide City with all manufactures' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract, prior to the release of the final Contractor payment provided for under Section 1.06.
- 2.07. Inspection:
- (a) Permit City or its designees to examine and inspect the work under this Contract before and after completion.
  - (b) Cooperate with the City in completing progress inspections and final inspection of the work.
- 2.08. Payment and Lien Releases: Promptly pay all persons furnishing materials, labor, or services and deliver to the City a complete release of liens for all labor, materials, and services for which a lien or stop notice could be filed under this Contract.
- 3.00. ACCEPTANCE/PROJECT CLOSEOUT
- 3.01. Joint Inspection: Upon receipt of a written notice from Contractor that the work is ready for final inspection and acceptance, Contractor and representatives of the City shall meet for a final project inspection. If deficiencies are noted, Contractor shall be responsible for correcting the items identified prior receiving final payment.
- 3.02. Notice of Completion: When the work has been completed in conformity with the Contract Documents and any Change Orders, and deficiencies have been corrected to

the satisfaction of the City, the City shall accept the work by signing a Notice of Completion.

3.03. Final Payment:

After the City has inspection all of the required work and accepted all of the final work, the Contractor shall submit a request for final payment. In addition, Contractor shall at the same time submit from all subcontractors and person supplying labor or materials to Contractor, a "Conditional Waiver and Release Upon Final Payment" in the form prescribed by Section 3262 of the City Code.

3.04. Release of Retention: Payment of all sums retained, if applicable, except those retained for cause shall be made to the Contractor no sooner than thirty-five (35) days after recordation of the Notice of Completion.

4.00. DISPUTE RESOLUTION

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

5.00. MISCELLANEOUS PROVISIONS

5.01. Entire Agreement: The Contract Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.

5.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.

5.03. Successors and Assigns: The provisions of this Contract bind both parties and their successors and assigns. Contractor shall not assign this Contract without written consent of the City.

5.04. Governing Law: This Contract and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

SIERRA TRAFFIC MARKINGS, INC.

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

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

CITY OF OROVILLE

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

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



# SIERRA

## TRAFFIC MARKINGS, INC.

9725 DEL ROAD SUITE B  
ROSEVILLE, CA. 95747

### "UNION CONTRACTOR"

CA. LIC. #755317 Type C-32

City of Sacramento SBE #32204  
State of California SBE #1555640  
Bond Rate 1%

PHONE: (916) 774-9080

FAX: (916) 774-9088

# ESTIMATE

ESTIMATE #	14-493
DATE:	7/23/2014
BID DATE:	

ATTN:	Rick Walls
TO:	City of Oroville 1735 Montgomery St. Oroville, CA 95965
PHONE:	(530) 538-2507
FAX:	
EMAIL:	wallr@cityoforoville.org

PROJECT:	Butte County Add. Work
ADDRESS:	Various Roads
CITY:	Oroville, CA
PROJECT #:	
ESTIMATOR:	Tom Rawlins
PREVAILING WAGE:	STATE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	THP Stop Bar/X-Walk	194	FT	4.00	776.00
	THP "STOP" Legend	2	EA	88.00	176.00
	THP RAIL ROAD Legend	2	EA	280.00	560.00
	Striping Detail 2	4,030	FT	0.48	1,934.40
	Striping Detail 21	275	FT	0.88	242.00
	Striping Detail 22	645	FT	1.05	677.25
	Striping Detail 27B	9,288	FT	0.44	4,086.72
	Striping Detail 29	394	FT	1.93	760.42
	Striping Detail 38	82	FT	0.98	80.36
	Arrow Type IV (L) (THP)	2	EA	60.00	120.00
	Arrow Type IV (R) (THP)	2	EA	60.00	120.00
	OPTION 1: Primer For Table Mountain Rd. ***ADD \$960.00***				
	OPTION 2: Removal of Existing Striping on South 5th Ave. Prior to Seal ***ADD \$8,400.00***				
	OPTION 3: Lead Compliance Plan ***ADD 1,000.00***				
	OPTION 4: HazMat Removal (If Required) ***ADD \$2,800.00***				
	NOTE: This Estimate INCLUDES the Following Items: A) Traffic Control for Sierra Traffic Markings (Does NOT Include Detours) B) Temporary Striping After Removal (Floppies) C) Thermoplastic  *****CONTINUES ONTO NEXT PAGE*****				
	NOTE: This Estimate EXCLUDES the Following Items: A) Traffic Control Plans				

# EXHIBIT A

ADDENDUMS ACKNOWLEDGED:

**TOTAL**

ACCEPTANCE OF THIS ESTIMATE: The above prices, specifications, and provisions are satisfactory and are hereby accepted. Sierra Traffic Markings Inc. is authorized to do the above mentioned work as specified. Payment will be made upon completion and/or receipt of invoice.

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_ JOB NUMBER \_\_\_\_\_



# SIERRA

## TRAFFIC MARKINGS, INC.

9725 DEL ROAD SUITE B  
ROSEVILLE, CA. 95747

### "UNION CONTRACTOR"

CA. LIC. #755317 Type C-32

City of Sacramento SBE #32204

State of California SBE #1555640

Bond Rate 1%

PHONE: (916) 774-9080

FAX: (916) 774-9088

# ESTIMATE

ESTIMATE #	14-493
DATE:	7/23/2014
BID DATE:	

**ATTN:** Rick Walls

**TO:** City of Oroville  
1735 Montgomery St.  
Oroville, CA 95965

**PHONE:** (530) 538-2507

**FAX:**

**EMAIL:** wallr@cityoforoville.org

**PROJECT:** Butte County Add. Work

**ADDRESS:** Various Roads

**CITY:** Oroville, CA

**PROJECT #:**

**ESTIMATOR:** Tom Rawlins

**PREVAILING WAGE:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	B) Removal of Existing Painted Striping and Markings C) Seal After Striping Removal D) Posting/Notifications E) Weekend/Night Work F) Changeable Message Boards G) Retro Reflectivity Testing				

# EXHIBIT A

**ADDENDUMS ACKNOWLEDGED:** \_\_\_\_\_ **TOTAL \$9,533.15**

**ACCEPTANCE OF THIS ESTIMATE:** The above prices, specifications, and provisions are satisfactory and are hereby accepted. Sierra Traffic Markings Inc. is authorized to do the above mentioned work as specified. Payment will be made upon completion and/or receipt of Invoice.

**ACCEPTED BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**DATE OF ACCEPTANCE:** \_\_\_\_\_ **PO NUMBER:** \_\_\_\_\_ **JOB NUMBER:** \_\_\_\_\_

**EXHIBIT B**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS**

At no additional cost to City, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE OF INSURANCE:**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation as required by the State of California and Employer's Liability Insurance.

**B. MINIMUM LIMITS OF INSURANCE:**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: \$1,000,000 per accident for bodily injury or disease.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS:**

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

**D. OTHER INSURANCE PROVISIONS:**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

- a. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured

E. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. VERIFICATION OF COVERAGE:

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

G. SUBCONTRACTORS:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.