

"INTERACTIVE AGENDA" Click on the agenda item in the index to the left for agenda item details.



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**AUGUST 16, 2016
REGULAR MEETING
OPEN SESSION 6:00 P.M.
AGENDA**

ROLL CALL

Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Chan Wilcox, Mayor Dahlmeier

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

A Proclamation in recognition and appreciation of **Rex Burress**

A Presentation by **Tyson Pardee**, IT Manager, regarding the **new City of Oroville website**

CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF THE AUGUST 2, 2016 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Administration Department

2. **CONFLICT OF INTEREST CODE** – staff report

The Council may consider a Resolution to ratify the City of Oroville Conflict of Interest Code. (**Jamie Hayes, Assistant City Clerk and Scott E. Huber, City Attorney**)

Council Action Requested: **Adopt Resolution No. 8539 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RATIFYING THE CONFLICT OF INTEREST CODE FOR THE CITY OF OROVILLE.**

PUBLIC HEARINGS - None

REGULAR BUSINESS

Community Development Department

3. TREE REMOVALS ALONG BIRD STREET – staff report

The Council may consider directing staff to remove trees along Bird Street and replace them with appropriate trees. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Direct staff to remove the trees indicated in the August 16, 2016 staff report, make sidewalk, curb and gutter repairs and replace the trees with suitable replacement trees.**

4. PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS – staff report *(Continued from July 19, 2016)*

The Council may consider a Professional Services Agreement with Carollo Engineers, in the amount of \$516,104, for the Engineering Design and Sanitary Sewer Projects. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8527 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, IN THE AMOUNT OF \$516,104, FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE ENGINEERING DESIGN OF SANITARY SEWER PROJECTS – (Agreement No. 3187).**

5. PROJECT CONTRACT WITH ALL-AMERICAN CONSTRUCTION, INC. – staff report

The Council may consider a Project Contract with the lowest responsive bidder, All-American Construction, Inc., in the amount of \$200,319, for the Oroville Airport Drainage Improvements and Safety Grading Project. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8540 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIVE BIDDER, ALL-AMERICAN CONSTRUCTION, INC., IN THE AMOUNT OF \$200,319, FOR THE AIRPORT DRAINAGE IMPROVEMENTS AND SAFETY GRADING PROJECT – (Agreement No. 3189).**

6. PROJECT CONTRACT WITH PACIFIC UNDERGROUND SERVICES – staff report

The Council may consider a Project Contract with the lowest responsive bidder, Pacific Underground Services, in the amount of \$138,420, for the Oroville Airport Runway 02 Precision Approach Path Indicator and Runway End Identifier Lights Project. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8541 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIVE BIDDER, PACIFIC UNDERGROUND SERVICES, IN THE AMOUNT OF \$138,420, FOR THE OROVILLE AIRPORT RUNWAY 02 PRECISION APPROACH PATH INDICATOR AND RUNWAY END IDENTIFIER LIGHTS PROJECT – (Agreement No. 3190).**

7. TABLE MOUNTIAN BOULEVARD ROUNDABOUT CHANGE ORDER – staff report

The Council may consider authorizing a contact change order, utilizing the Council approved contingency fund, in the amount of \$3,900, for the Table Mountain Boulevard Roundabout Project. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize staff to issue a change order, in the amount of \$3,900, to Jason**

Abel Construction, relating to the Table Mountain Boulevard Roundabout Project.

8. REVIEW FINAL DRAFT NOTICE OF FUNDS AVAILABLE FOR ART IN PUBLIC PLACES/OROVILLE BEAUTIFICATION – staff report

The Council may provide direction on the updated final draft Notice of Funds Available for the Art in Public Places/Beautification funding under Ordinance No. 1798, section II, Chapter 26, §17.08.135. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction, as necessary.**

Administration Department

9. PURCHASE OF LASERFICHE LICENSING – staff report

The Council may consider the purchase of a web license along with 10 more user licenses for Laserfiche, in the amount of \$9,100.35. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of a web license along with 10 more user licenses for Laserfiche, in the amount of \$9,100.35.**

10. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, CHICO – staff report

The Council may consider an Amendment to the Professional Services Agreement with the California State University, Chico, relating to their Geographical Information Center (GIC) which hosts the City's Geographic Information Systems. **(Tyson Pardee, IT Manager, Jesse Smith, GIS Specialist and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8542 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, CHICO, IN THE AMOUNT OF \$10,000, RELATING TO THE HOSTING OF THE CITY'S GEOGRAPHICAL INFORMATION SYSTEMS – (Agreement No. 3130-1).**

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS (A verbal report may be given regarding any committee meetings attended)

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE - None

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters'

Association, and Oroville Management and Confidential Association.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, August 30, 2016, at 4:00 p.m.

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

**CITY COUNCIL MEETING MINUTES
AUGUST 2, 2016 – 4:00 P.M.**

The agenda for the August 2, 2016, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Friday, July 29, 2016, at 2:35 p.m.

The August 2, 2016 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 4:09 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Chan Wilcox, Mayor Dahlmeier
Absent: None

Staff Present:

Donald Rust, Director of Community Development
Bill LaGrone, Director of Public Safety
Ruth Wright, Director of Finance

Scott Huber, City Attorney
Jamie Hayes, Assistant City Clerk
Alex Brown, Associate Civil Engineer

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

PROCLAMATION / PRESENTATION - None

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

August Lincoln – Item No. 6

CONSENT CALENDAR

A motion was made by Council Member Pittman, seconded by Council Member Hatley, to approve the following Consent Calendar, with exception to Items No. 2 and 5:

CONSENT CALENDAR

- 1. APPROVAL OF THE MINUTES OF THE JULY 19, 2016 REGULAR MEETING AND JULY 26, 2016 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL – minutes attached**

Public Safety Department

2. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)

Community Development Department

3. DONATIONS TO THE CHINESE TEMPLE AND MUSEUM COMPLEX – staff report

The Council considered acknowledging the receipt of a Chinese Masonic pin to be donated to the Chinese Temple and Museum Complex. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Acknowledge receipt of the donation of a Chinese Masonic pin to the Chinese Temple and Museum Complex.**

4. CANING REPAIRS TO CHAIRS IN THE C. F. LOTT HOME – staff report

The Council considered a request from the Docents Association to repair the four (4) chairs in the C.F. Lott Home's dining room at the Docents Association's expense. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Approve request from the Docents Association to repair the 4 chairs in the C.F. Lott Home's dining room at the Docents Association's expense.**

Administration Department

5. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)

The motion to approve the Consent Calendar was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Chan
Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

ITEMS REMOVED FROM THE CONSENT CALENDAR

2. MEMORANDUM OF UNDERSTANDING WITH THE BUTTE INTERAGENCY NARCOTICS TASK FORCE – staff report

The Council considered a Memorandum of Understanding for participation in the Butte Interagency Narcotics Task Force. **(Bill LaGrone, Director of Public Safety)**

This item was removed from the Consent Calendar at the request of Council Members Hatley, for questions, which were answered by staff.

Following discussion, a motion was made by Council Member Pittman, seconded by Council Member Berry, to:

1. **Adopt Resolution No. 8528 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BUTTE INTERAGENCY NARCOTICS TASK FORCE – (Agreement No. 3056-1).**
2. **Direct staff to negotiate with the Butte Interagency Narcotics Task Force on a reasonable rent for use of the City facility and return to Council for further consideration.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor
Chan Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

5. PROFESSIONAL SERVICES AGREEMENT WITH BRYCE CONSULTING – staff report

The Council may consider a Professional Services Agreement with Bryce Consulting, in an amount not to exceed \$14,420, to complete a city-wide total compensation study. **(Liz Ehrenstrom, Human Resource Manager)**

This item was removed from the Consent Calendar at the request of Council Members Hatley, for questions, which were answered by staff.

Following discussion, a motion was made by Council Member Hatley, seconded by Council Member Pittman, to:

Adopt Resolution No. 8529 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRYCE CONSULTING, IN AN AMOUNT NOT TO EXCEED \$14,420, TO COMPLETE A CITY-WIDE TOTAL COMPENSATION STUDY – (Agreement No. 3188).

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor
Chan Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

PUBLIC HEARINGS - None

REGULAR BUSINESS

Community Development Department

**As a result of a potential conflict of interest, Item 6 was divided into two separate voting items.*

6A. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT – ZONES 1-17 – staff report (Continued from July 19, 2016)

The Council considered initiating proceeds, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District, Zones 1-3, 5, 7-8, 10-11, and 14-17, for Fiscal Year 2016/2017. **(Alex Brown, Associate Civil Engineer, Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Members Berry and Pittman recused themselves from this item due to potential conflicts of interest.

August Lincoln directed comments to the Council relating to the Consolidated Landscape and Lighting Maintenance Assessment District.

A motion was made by Council Member Hatley, seconded by Council Member Simpson, to:

- 1. Adopt Resolution No. 8523A - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 1-3, 5, 7-8, 10-11, and 14-17, FOR FISCAL YEAR 2016/2017; and**
- 2. Authorize any necessary budget adjustments to the Annual Assessment Report.**

The motion was passed by the following vote:

Ayes:	Council Members Del Rosario, Hatley, Simpson, Vice Mayor Chan Wilcox, Mayor Dahlmeier
Noes:	None
Abstain:	Council Members Berry, Pittman
Absent:	None

6B. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT – ZONES 1-17 – staff report (Continued from July 19, 2016)

The Council considered initiating proceeds, preliminarily approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District, Zones 4, 6, 9, 12-

13, for Fiscal Year 2016/2017. **(Alex Brown, Associate Civil Engineer, Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Member Hatley and Vice Mayor Chan Wilcox recused themselves from this item due to potential conflicts of interest.

A motion was made by Council Member Del Rosario, seconded by Council Member Simpson, to:

1. **Adopt Resolution No. 8523B - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 4, 6, 9, 12-13, FOR FISCAL YEAR 2016/2017; and**
2. **Authorize any necessary budget adjustments to the Annual Assessment Report.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Pittman, Simpson, Mayor Dahlmeier
Noes: None
Abstain: Council Member Hatley, Vice Mayor Chan Wilcox
Absent: None

7A. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1-8 – staff report (*Continued from July 19, 2016*)

The Council considered approving the Annual Assessment Report for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2016/2017. **(Alex Brown, Associate Civil Engineer, Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Member Hatley and Vice Mayor Chan Wilcox recused themselves from this item due to potential conflicts of interest.

A motion was made by Council Member Berry, seconded by Council Member Del Rosario, to:

1. **Adopt Resolution No. 8524A - A RESOLUTION OF THE CITY COUNCIL APPROVING THE ANNUAL ASSESSMENT REPORT AND FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1-2, AND 4-8, FOR FISCAL YEAR 2016/2017; and**
2. **Authorize any necessary budget adjustments to the Annual Assessment Report.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Pittman, Simpson, Mayor Dahlmeier

Noes: None
Abstain: Council Member Hatley, Vice Mayor Chan Wilcox
Absent: None

7B. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1-8 – staff report (*Continued from July 19, 2016*)

The Council may consider approving the Annual Assessment Report for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2016/2017. **(Alex Brown, Associate Civil Engineer, Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Members Berry and Pittman recused themselves from this item due to potential conflicts of interest.

- 1. Adopt Resolution No. 8524 - A RESOLUTION OF THE CITY COUNCIL APPROVING THE ANNUAL ASSESSMENT REPORT AND FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONE 3, FOR FISCAL YEAR 2016/2017; and**
- 2. Authorize any necessary budget adjustments to the Annual Assessment Report.**

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Hatley, Simpson, Vice Mayor Chan Wilcox, Mayor Dahlmeier
Noes: None
Abstain: Council Members Berry, Pittman
Absent: None

8. ANNUAL SANITARY SEWER SERVICE RATES – staff report

The Council considered a Resolution certifying that the Sewer Service charges to be levied on the 2016/2017 tax roll are in compliance with Proposition 218. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

A motion was made by Council Member Simpson, seconded by Council Member Hatley, to:

Adopt Resolution No. 8530 – A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY FOR FISCAL YEAR 2016/2017 SEWER SERVICE CHARGES.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Chan Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None

Absent: None

9. ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2016/2017 – staff report

The Council considered the annual special tax relating to the City's Community Facilities Districts. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Member Hatley and Vice Mayor Chan Wilcox recused themselves from this item due to potential conflicts of interest.

A motion was made by Council Member Berry, seconded by Council Member Del Rosario, to:

1. **Adopt Resolution No. 8531 A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2016/2017; AND**
2. **Adopt Resolution No. 8532 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2016/2017; AND**
3. **Adopt Resolution No. 8533 – A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY; AND**
4. **Authorize the Mayor to sign the Proposition 218 Certificate for inclusion on the 2016/2017 Butte County Tax Roll.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Pittman, Simpson, Mayor Dahlmeier
Noes: None
Abstain: Council Member Hatley, Vice Mayor Chan Wilcox
Absent: None

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS (A verbal report may be given regarding any committee meetings attended)

Mayor Dahlmeier advised that the following events would be taking place:

- City's Public Safety Department would be hosting a National Night Out event, funded by donations from the community, at the Lott Home Sank Park on Tuesday, August 2, 2016.
- Ribbon cutting ceremony would be held on Saturday, August 6, 2016 for Panda Express, who would also be making a charitable donation to the local Boys and Girls Club.
- Oroville Downtown Business Association would be hosting a "Farm to Table" dinner on the street during their First Friday event on Friday, August 5, 2016.

Council Member Pittman, reported that the Butte County Association of Governments (BCAG), would be making a presentation to the City in the near future regarding the newly adopted Highway 162 Corridor Study.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Various Committees – activity report

Donald Rust, Director of Community Development, reported on the following:

- Request to rent the living quarters at the Chinese Temple & Museum Complex and the C.F. Lott Home due to recent vandalism
 - The Council directed staff to return to a future meeting of the Oroville City Council for consideration
- Request from the State Theatre Arts Guild (STAGE) had made a request to remove and relocate items belonging to the City that are currently being stored within the State Theatre

CORRESPONDENCE

- Pacific Gas & Electric Company

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Vice Mayor Chan Wilcox requested that the Barton Theatre Pipe Organ, which was donated to the City and STAGE, be relocated to the State Theatre, as it is currently being stored at offsite locations within the City.

Amy Jernigan, Butte County Fair Board Director, invited the Council to attend the 2016 Butte County Fair, to be held August 25 – 28, 2016.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville

City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.

2. Pursuant to Government Code section 54956.9(a), the Council met with the Acting City Administrator, and the City Attorney relating to existing litigation: Diane MacMillan v. City of Oroville et al., Butte County Superior Court, Case No. 163806.
3. Pursuant to Government Code section 54956.9(a), the Council met with Acting City Administrator and City Attorney relating to existing litigation: Randolph Murphy v. City of Oroville, Butte County Small Claims Court Case No. DSC 09843.
4. Pursuant to Government Code section 54956.95, the Council met with the Acting City Administrator and City Attorney regarding potential litigation – one case

Mayor Dahlmeier announced that there were no reportable actions taken in Closed Session and direction had been given to staff.

ADJOURNMENT

The meeting was adjourned at 5:35 p.m. An adjourned meeting of the Oroville City Council will be held on Tuesday, August 9, 2016, at 4:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: JAMIE HAYES, ASSISTANT CITY CLERK (530) 538-2535
SCOTT E. HUBER, CITY ATTORNEY**

RE: CONFLICT OF INTEREST CODE

DATE: AUGUST 16, 2016

SUMMARY

The Council may consider a Resolution to ratify the City of Oroville Conflict of Interest Code.

DISCUSSION

The State of California Fair Political Practices Commission (FPPC) requires that the local jurisdictions adopt a conflict of interest code requiring individuals holding designated positions to file Statement of Economic Interest forms, and designating the Filing Officer for the local jurisdiction. The FPPC requires a review of this conflict of interest code every even year in order to incorporate any new regulations, requirements, or designated positions.

For the City, the FPPC Statement of Economic Interests are public records maintained by the City and (in the case of 87200 filers) by the State. These documents provide the public with information about where the filers derive their income or other benefits, have economic interest and potentially have conflicts based on these interested. The purpose of the FPPC laws and regulations is to provide transparency in interest of those who are making decisions with the public's funds.

The City has maintained and amended position titles that staff is recommending be included as designated positions to file conflict of interest statements.

FISCAL IMPACT

None.

RECOMMENDATIONS

Adopt Resolution No. 8539 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RATIFYING THE CONFLICT OF INTEREST CODE FOR THE CITY OF OROVILLE.

ATTACHMENT

Resolution No. 8539

Resolution No. 7540

**CITY OF OROVILLE
RESOLUTION NO. 8539**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
RATIFYING THE CONFLICT OF INTEREST CODE FOR THE CITY OF OROVILLE**

WHEREAS, pursuant to the California Government Code, commencing with section 87300, the City Council is required to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, pursuant to the California Government Code 87302, the Conflict of Interest Code shall provide for specific enumeration of the positions within the City, other than those specified in the California Government Code 87200. Which involve in the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business position interests in real property and sources of income which must be reported by designated positions; and

WHEREAS, the City Council at this time wishes rescind the Conflict of Interest Code adopted by Resolution No. 7540 and to adopt a revised Conflict of Interest Code which will designate employees required to comply with the Conflict of Interest Code; and to establish a clearly defined conflict policy; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, incorporation by reference of the terms of the aforementioned regulation and amendments thereto in the City's Conflict of Interest Code will save the City time and money by minimizing the actions required of that body to keep its Code in conformity with the Political Reform Act.

**NOW THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL
THAT:**

Section 1. Resolution No. 7540, adopted June 15, 2010, is hereby rescinded.

Section 2. The terms of Title 2, California Code of Regulations, section 18730 and any and all amendments to it adopted by the Fair Political Practices Commission are hereby incorporated by reference, as well as the attached Appendices A and B in which officials and employees are designated and disclosure categories are set forth, and constitute the Conflict of Interest Code of the City of Oroville.

Section 3. Designated employees shall file Statements of Economic Interests with the City Clerk, or their designated appointee, to whom the City Council hereby designates the authority to carry out the duties of the Filing Officer.

Section 4. The effective date of the Code shall be the date this Code is originally approved and adopted by the Oroville City Council.

Section 5. Statements of Economic Interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the City of Oroville.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 16, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**APPENDIX A
DESIGNATED POSITIONS – FULL DISCLOSURE**

ADMINISTRATION

Assistant City Administrator
City Clerk
Successor Agency Staff

ENGINEERING/PUBLIC WORKS

City Engineer
Public Works Director

COMMUNITY DEVELOPMENT

Community Development Director
Chief Building Official
Code Compliance Officer

POLICE DEPARTMENT

Chief of Police
Police Captain

CONSULTANTS*

The positions designated above shall disclose full Categories of Disclosure:

- Investments, Stocks, Bonds, etc. (less than 10%)
- Investments, Income and Assets – Business Trusts (greater than 10%)
- Interests in Real Property
- Income & Business Position
- Income – Loans
- Income – Gifts
- Income – Gifts & Travel Payments

OROVILLE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

Redevelopment Successor Agency Oversight Board

DESIGNATED POSITIONS – LIMITED DISCLOSURE

COMMUNITY DEVELOPMENT

Planning Manager
Senior Planner
Associate Planner
Assistant Planner
Planning Technician
Code Compliance Officer

Limited categories of disclosure related to the conduct of your position:

- Investments, Stocks, Bonds, etc. (less than 10%)
- Investments, Income and Assets – Business Trusts (greater than 10%)
- Interests in Real Property
- Income & Business Position
- Income – Loans

- Income – Gifts
- Income – Gifts & Travel Payments

Filing requirement – Filed with City Clerk, original kept in Clerk’s office.

***Consultants.** City Administrator may determine in writing, that a particular consultant, although a “designated position”, is hired to perform a range of duties that are limited in scope and therefore not required to fully comply with the disclosure requirements described in this section. Written determination shall include a description of the consultant’s duties and based upon that description a statement of the extent of disclosure requirements.

APPENDIX B

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Per Government Code section 87200 and the regulations of the Fair Political Practices Commission, Title 2, Division 6, Regulation 18720 of the California Code of Regulations the positions listed below manage public investments and will file Form 700 Statement of Economic Interests:

- City Council/ Successor Agency
- City Administrator/Successor Agency Executive Director
- City Treasurer/ Successor Agency Fiscal Officer
- City Attorney/Successor Agency Counsel
- Planning Commission

Filing requirements – Filed with the City Clerk, original sent to Fair Political Practices Commission, copy retained in the Clerk's office.

**CITY OF OROVILLE
RESOLUTION NO. 7540**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL UPDATING ITS CONFLICT OF
INTEREST CODE FOR THE AGENCIES AND DEPARTMENTS OF THE CITY OF
OROVILLE**

WHEREAS, the Political Reform Act, Government Code Section 87306.5, requires every local government agency to review and update its Conflict of Interest Code biennially; and

WHEREAS, the City has adopted the Fair Political Practices Commission's standard model Conflict of Interest Code in accordance with the provisions of Title 2 of the California Code of Regulations Section 18730, and the Political Reform Act; and

WHEREAS, the City Council has determined that the attached Appendices A, B, and C accurately set forth those positions which should be designated and the categories of financial interests which could be made reportable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OROVILLE AS FOLLOWS:

1. The provisions of Title 2 of the California Code of Regulations Section 18730 and any amendment to it duly adopted by the Fair Political Practices Commission along with the attached Appendices in which officials and employees are designated and disclosure categories are set forth, are hereby adopted and incorporated by reference and constitute the Conflict of Interest Codes of the City of Oroville.
2. Persons holding designated positions shall file statements of economic interest pursuant to Section 18730, Regulations of the Fair Political Practices Commission. All designated employees shall file their statement with the Oroville City Clerk to whom the City Council hereby delegates the authority to carry out the duties of filing officer.

PASSED AND ADOPTED by the Oroville City Council at an adjourned regular meeting on June 15, 2010 by the following vote:

AYES: Council Members Corkin, Hatley, Pittman, Simpson, Mayor Jernigan

NOES: None

ABSTAIN: None

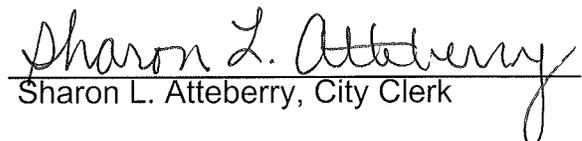
ABSENT: Council Member Wilcox, Vice Mayor Johansson

APPROVED AS TO FORM:


Dwight Moore, City Attorney


Steven Jernigan, Mayor

ATTEST:


Sharon L. Atteberry, City Clerk

**CITY OF OROVILLE
CONFLICT OF INTEREST CODE
APPENDIX "A"**

PUBLIC OFFICIALS

The following is a listing of those persons who are required to submit Statements of Economic Interests - Form 700, pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file Form 700:

Mayor
City Council
City Administrator
City Attorney
City Treasurer
Planning Commission

NOTE: All of the above are category 1 filers

List of Members required to file Form 700:

Commissions and Committees:

Community Development/Housing Loan Advisory Committee
Economic Development Loan Advisory Committee
Parks Commission

Disclosure Category

All Boards and Commissions are category 1 filers.

**CONFLICT OF INTEREST CODE
APPENDIX "A"**

DESIGNATED EMPLOYEES

The positions listed below are designated positions and the individual occupying each position is deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest of that individual. The individuals occupying the designated positions shall disclose their economic interests in accordance with the corresponding disclosure categories, defined in Appendix "B".

List of Designated Employees required to file Form 700:

Department	Position	Disclosure Category
Administration	Human Resource Analyst	1
	Redevelopment Coordinator	1
	SBF Coordinator	1
Business Assistance/ Housing	Business Assistance/Housing Director	1
	Enterprise Zone Coordinator	1
	Housing Rehabilitation Specialist	1
Finance Department	Director of Finance	2
Fire Department	Fire Chief	1
	Battalion Chief	1
Parks & Trees Department	Director of Parks & Trees	1
Police Department	Chief of Police	1
Community Development/ Public Works Department	Director of Community Development/ Public Works	1
	RDA Project Coordinator	1
	Building Official	1
	Planning Manager	4
Consultants	See Appendix "C"	1

**CITY OF OROVILLE
CONFLICT OF INTEREST CODE
APPENDIX "B"**

DISCLOSURE CATEGORIES

GENERAL PROVISIONS

When a designated employee is required to disclose investments and sources of income, he/she need only disclose investments in business entities and sources of income which do business in the City of Oroville, plan to do business in the City of Oroville or have done business in the City of Oroville within the past two years. In addition to other activities, a business entity is doing business within the City of Oroville if it owns real property within the City limits. When a designated employee is required to disclose interests in real property, he/she need only disclose real property which is located in whole or in part within, or no more than two miles outside, the boundaries of the City of Oroville or within two miles of any land owned or used by the City of Oroville.

Designated employees shall disclose their financial interests pursuant to the appropriate disclosure category as indicated in Appendix "A".

DISCLOSURE CATEGORIES

Category 1: Designated Employees Whose Duties are Broad and Undefinable

All sources of income, interests in real property, and investments and business positions in business entities.

Category 2: Designated Employees Whose Duties Involve Contracting or Purchasing

Contracts or makes purchases for entire agency: Investments and business positions in business entities and sources of income which provide services, supplies, materials, machinery or equipment of the type utilized by the agency.

Contracts or makes purchases for specific department within the agency: Investments and business positions in business entities and sources of income which provide services, supplies, materials, machinery or equipment of the type utilized by the designated employee's department or division.

Category 3: Designated Employees Whose Duties Involve Regulatory, Permit, or Licensing Powers

All investments and business positions in business entities and sources of income which are subject to the regulatory, permit or licensing authority of the City.

Category 4: Designated Employees Whose Decisions May Affect Real Property Interests

Investments and business positions in business entities and sources of income which engage in land development, construction or the acquisition or sale of real property, and all interests in real property.

**CITY OF OROVILLE
CONFLICT OF INTEREST CODE
APPENDIX "C"**

CONSULTANT DISCLOSURE CATEGORY

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The City Administrator, or his designee, may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD L. RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: TREE REMOVALS ALONG BIRD STREET

DATE: AUGUST 16, 2016

SUMMARY

The Council may consider directing staff to remove trees along Bird Street and replace them with appropriate trees.

DISCUSSION

There are currently (5) Raywood Ash trees along Bird St west of Lincoln St that have severely raised sidewalk panels and pushed out curbs. Repairs were made approximately 9 years ago to the curb, gutter, and sidewalks in this same area due to the trees. In one particular area, right in front of a business, the sidewalk has been temporarily repaired 3 times. If the trees remain they will continue to do infrastructure damage and pose a liability to the City from potential trip and fall incidents. Raywood Ash have been deemed to be not suitable around hardscapes in the Urban Forest Management Plan. Staff would like to remove the trees and make sidewalk repairs when appropriate. Staff would also like to plant more suitable trees for the location.

FISCAL IMPACT

Staff time to remove and replace trees. Replacement trees and supplies in the amount of approximately \$12,500:

Street Fund	Account No. 100-6430-3001	\$12,250
Tree Removal Fund	Account No. 100-6430-3261	\$ 250

RECOMMENDATION

Direct staff to remove the trees indicated in the August 16, 2016 staff report, make sidewalk, curb and gutter repairs and replace the trees with suitable replacement trees.

EXHIBITS

A - PowerPoint Slides

Bird St Tree Removals

Bird St

There are 5 Raywood Ash trees along Bird St west of Lincoln Blvd that are causing damage to curb, gutters, and sidewalks. If left in place the trees would continue to do more damage to the infrastructure.



Bird St

Several temporary repairs have been made in the area over the last few years including patching and grinding the raised concrete sidewalk panels. This slide shows that in one location the sidewalk has been ground over an inch and the sidewalk has been raised 2 and a half inches since it was ground. This is a huge liability to the City.

Public Works staff has temporarily repaired this location again but as long as the trees remain it will continue to get worse

There are several of these areas along this block.



Bird St

Raywood Ash have been identified in the Urban Forest Management Plan as inappropriate around hardscape

Staff would like to remove the trees and plant a more appropriate species



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**RE: PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO
ENGINEERS (Continued from July 19, 2016)**

DATE: AUGUST 16, 2016

SUMMARY

The Council may consider a Professional Services Agreement (PSA) with Carollo Engineers, in the amount of \$516,104, for the Engineering Design of Sanitary Sewer Projects (Project).

BACKGROUND

PROJECT NEED

The City's Sanitary Sewer Master Plan (SSMP) includes a list of six projects where the existing sewer pipe sizes are hydraulically deficient to convey existing wet weather flows without surcharging and creating sanitary sewer overflows (SSO's). The manholes associated with these project pipe sections are at risk of SSO's for the 10-year design storm event. The project locations of sewer pipes requiring upsizing are summarized below:

Oro Dam Boulevard Bypass Sewer – 10,108 feet of 15" – 21" diameter relief sewer from 850 feet south of Stanford Avenue to 5th Avenue. This is a new bypass sewer alignment that will provide hydraulic relief for 18 existing pipe sections along the Mitchell Avenue corridor that are undersized for wet weather flows; there is no existing pipe along this alignment. Approximately 6,000 feet of this alignment will be constructed within the Highway 162 right of way from Olive Highway to 5th Avenue. This Project element poses the highest level of design and construction challenge due to the expected depth of excavation required beneath the highway, traffic control issues, and the known geology showing a history of significant trench collapse potential during construction. The cost for this project is estimated at \$4.5 million.

Stanford Avenue – 1,315 feet of replacement 12" and 15" diameter sewer along Dry Creek, Stanford Avenue and Oro Dam Boulevard. The cost for this project is estimated at \$318,000.

Grace Baptist Church – 192 feet of replacement 10” diameter sewer on church property to Oro Dam Boulevard. The cost for this project is estimated at \$42,000.

Montgomery Street – 1,072 feet of replacement 18” diameter sewer along Montgomery Street, between Oliver Street and Downer Street. The cost for this project is estimated at \$553,000.

Table Mountain Boulevard – 2,917 feet of replacement 12” and 15” sewer from 390 feet north of Nelson Avenue to 950 feet south of Grand Avenue. Approximately 600 feet of this alignment will be replaced concurrent with construction of the Table Mountain Boulevard Roundabout. The cost for this project is estimated at \$733,000.

Feather River Boulevard – 1,038 feet of replacement 8” sewer from 233 feet north of Montgomery Street to Robinson Street. The cost for this project is estimated at \$214,000.

The total cost for all 6 project components is \$6.44 million. In anticipation of the large amount of funding necessary to design and construct these important at-risk projects, the City’s monthly sewer service rates were increased annually between 2009 and 2015. There is currently adequate sewer fund balance to pay for the design of these projects. Furthermore, there will be adequate sewer fund balance to begin the construction of these projects starting in fiscal year 2017 – 2018. Individual Project maps are attached to this staff report.

REQUEST FOR PROPOSALS

Staff prepared and advertised a Request for Proposals (RFP) for Engineering Design of Sewer Projects on April 29, 2016. The RFP submitted to qualified civil engineering firms included a comprehensive list of tasks necessary to complete the preparation of bid ready engineering plans and specifications. The RFP scope of work includes existing utility identification and mapping, potholing to identify utility depths, a geotechnical investigation along Highway 162 to identify earth materials and presence of groundwater, topographic ground surveying at each location and the preparation of engineering plans, construction specifications and a refined engineer’s construction estimate.

Staff received four RFP responses with detailed fee estimates for the Project. Staff reviewed and ranked the proposals for conformance with the RFP instructions, similar municipal design experience, and qualifications. The fee budgets were then reviewed and analyzed. The results are as follows:

Bennett Engineering - Bennett’s fee proposal of \$326,420 did not conform to the RFP instructions in that costs were missing and tasks were underbudgeted.

Carollo Engineers – Carollo’s fee proposal of \$429,002 demonstrated the most experience with similar projects and offered additional value engineering services that may reduce the ultimate construction costs. Carollo offered optional tasks to complete a technical analysis of pipe bursting as an alternative construction method. For an additional \$87,102, Carollo will complete an expanded geotechnical study to include additional borings and potholing and an analysis of pipe bursting as an optional construction method for pipe upsizing.

Hydroscience Engineers – Hydroscience’s fee proposal of \$435,996 was competitive and met the RFP requirements, however a lesser amount of similar experience was demonstrated as compared to Carollo.

Northstar Engineering – Northstar’s fee proposal of \$652,116 was \$200,000 higher than the other proposals with the firm demonstrating the least amount of experience for similar projects.

Staff believes that Carollo’s previously demonstrated municipal experience, with the added value engineering optional tasks for \$87,102, provides the best value for the City given the known design challenges for the Oro Dam Sewer element.

FISCAL IMPACT

Funding for the Project design is available in the Sewer Fund account (Fund 400-6360-4101). The balance of the Fund is \$3,502,287.85.

RECOMMENDATIONS

Adopt Resolution No. 8527– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, IN THE AMOUNT OF \$516,014, FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE ENGINEERING DESIGN OF SANITARY SEWER PROJECTS – (Agreement No. 3187).

ATTACHMENTS

Resolution No. 8527
Agreement No. 3187

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**CITY OF OROVILLE
RESOLUTION NO. 8527**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, IN THE AMOUNT OF \$516,014, FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE ENGINEERING DESIGN OF SANITARY SEWER PROJECTS

(Agreement No. 3187)

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

1. The Vice Mayor is hereby authorized and directed to execute a Professional Services Agreement with Carollo Engineers for the Engineering Design of Sanitary Sewer Projects. 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 regular meeting on August 16, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED AS TO FORM:

Linda L. Dahlmeier, Mayor

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of August 16, 2016 by and between the City of Oroville ("City") and Carollo Engineers ("Consultant").

RECITALS

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

AGREEMENT

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in the Omni-Means proposal attached as Exhibit "A" which is incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement and shall be completed at the end of Project close out.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee budget set forth in Exhibit "A," which is attached

hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of \$516,014 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to

compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation

and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

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

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

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City

official, other than normal agreement monitoring; and

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

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

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

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

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

If to City:

**Rick Walls, Interim City Engineer
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant: **Carollo Engineers**
2880 Gateway Oaks Drive, Suite 300
Sacramento, California 95833
Attn: Scott Parker

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

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

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

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Carollo Engineers

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

Attachments: Exhibit A - Consultant Proposal
Exhibit B - Insurance Requirements

The following scope of work is based on the scope provided in the Request for Proposals.

Task 1 – Project Management and Meetings

Carollo will provide project management necessary for proper planning, execution, monitoring and reporting of the project progress to the City. We will conduct four meetings with the City: Kickoff Meeting, Caltrans Coordination Meeting, and two Design Review Meetings at the 60% and 90% submittal stages. The purpose of the Caltrans Coordination Meeting is to discuss Project 1A and Caltrans concerns and requirements and to obtain any available Caltrans subsurface earth material data within the Project boundaries.

Assumptions:

- Four meetings (Kickoff, Caltrans coordination meeting, and two design review meetings)
- Meetings will be held at Oroville City Hall or Caltrans offices

Deliverables:

- Meeting agenda and minutes
- Monthly invoices

Task 2 – Utility Identification/Research and Coordination

Carollo will research existing documents, coordinate with utility companies, and investigate surface indicators to identify all utility facilities within the Project boundaries. Potential utility conflicts will be identified in a technical memorandum that also includes recommendations for additional utility investigations including, but not limited to, potholing.

Assumptions:

- One site visit to investigate surface indicator locations

Deliverables:

- DRAFT and FINAL versions of the Utility Conflict Technical Memorandum

Task 3 – Utility Potholing

Potholing will be performed to locate existing utilities. Potholing plans that identify the proposed utilities to be field located will be developed and submitted to the City for review. Vacuum excavation methods, slurry backfill, asphalt replacement, and obtaining encroachment permits required to perform the potholing are included in this task. Potholing results will be provided in the Utility Conflict Technical Memorandum from Task 2.

Assumptions:

- Twenty potholes at an average depth of five feet
- Potholes are budgeted based on the number of holes excavated, regardless of whether a utility is located or the hole is empty
- Standard traffic control measures are included in this Scope of Work; if flaggers or Caltrans lane closures with attenuator trucks are required, additional charges may apply

Deliverables:

- DRAFT and FINAL versions of the potholing plans, including pothole log
- DRAFT and FINAL versions of the Utility Impacts Technical Memorandum

Task 4 – Geotechnical Subsurface Investigation

Geotechnical subsurface explorations will be performed using rotosonic (sonic) coring to identify the nature and stability of subsurface sediments and the presence of shallow groundwater that may affect construction costs. Prior to subsurface explorations, proposed drill locations will be marked and Underground Service Alert (USA) will be contacted to assist in identifying potential buried utility conflicts. Butte County Environmental Health Department drilling, City and Caltrans encroachment permits will be obtained prior to performing the work.

Upon completion, sonic holes will be backfilled using cement grout specified by the City that is tremied to the existing roadway surface. The grout at the surface will be stained using lamp black to obtain a patina similar to the surrounding asphaltic concrete.

Because drilling and coring will not provide information regarding the maximum expected clast size and the percentage of oversize materials, excavating three test pits at various city-owned locations along the alignment to gather clast size information is recommended. We will work with the City to identify applicable parcels on which the test pits can be performed. The test pits will be excavated to depths of up to 14 feet. Clast-size dimensions will be measured for oversize rock and the percentage of those materials within the excavated test pit will be estimated. Upon completion, the test pits will be backfilled using the excavated cuttings.

Soil samples obtained during the subsurface explorations will be delivered to a laboratory for testing. It is anticipated that the following laboratory tests will be performed during the course of this study.

Test	Standard Test Method
In-Situ Moisture Density	ASTM D2937
Grain-Size Distribution	ASTM D422
Atterberg Limits	ASTM D4318
Direct Shear	ASTM D3080
Soil Chemistry (for corrosion)	AASHTO T290/291
Maximum Density-Optimum Moisture	ASTM D1557

A technical memorandum will be prepared documenting the geotechnical findings, conclusions, and recommendations from of this study. This technical memorandum will present:

- Description of the proposed project, including a site plan showing approximate locations of the explorations advanced for this study
- Description of select, existing, available data collected, reviewed, and utilized during this study
- Discussion regarding geologic hazards that could impact the project alignment
- Description of the site surface and subsurface conditions encountered at the time of the field investigation
- Opinion regarding temporary trench slope stability at the project site and methods for improving that stability
- Estimates of settlement and heave that could be experienced during construction
- 2013 CBC seismic design parameters
- Recommendations related to geotechnical aspects of:

- Site grading and drainage, including compaction criteria and potential reuse of on-site soils as select backfill materials
 - Pipe and trench zone backfill and compaction
 - Modulus of soil reaction for native soils, backfill soils, CLSM, and composites (E’N, E’S, E’C) for pipeline design
 - Allowable bearing capacities for appurtenant structures
 - Allowable passive pressures for trenchless reaction forces, where contemplated
 - Lateral earth pressures (active, at-rest, and passive) under static and dynamic conditions for retention structures/shoring
 - Coefficients of friction for soil materials
 - Soil chemistry (for corrosion) and cement type based on soil chemistry
- Appendix presenting a summary of the field investigation, including exploration logs denoting sampling intervals and laboratory test results
 - Appendix presenting the results of laboratory testing

Assumptions:

- Ten borings will be conducted

Deliverables:

- DRAFT and FINAL versions of the Geotechnical Technical Memorandum

Task 5 – Project Surveying

A topographical survey will be performed of the surface conditions along the project alignment and its immediate surroundings. Road surface features, manhole rim and invert elevations, structures, utilities, and features that will affect replacement of the sewers will be included in the survey.

Assumptions:

- Each project alignment will be surveyed, compiled, and delivered separately to expedite the schedule
- Project 1A along Oro Dam Boulevard will be surveyed first

Deliverables:

- Electronic CAD files including existing utility locations

Task 6 – Project Plans**Task 6.1 – Prepare Project Plans**

Plan and profile sheets will be developed with a 1-inch = 50-foot horizontal scale and 1-inch = 5-foot vertical scale. These plans will show the locations and depths of all identified utilities, as well as connections to the existing sewers. Surveyed surface features will also be included on the plans.

Task 6.2 – Construction Permitting

Carollo will identify required construction permits for each project and prepare permit application packages for UPRR, Caltrans, and the City of Oroville (if needed). We will coordinate with the permitting agencies as necessary to obtain permits prior to construction.

Assumptions:

- Plans will be prepared using Carollo CAD standards
- Traffic control plans will not be provided
- Bypass pumping plans will not be provided
- Preparation of CEQA documentation is not included
- Preparation of environmental permit applications is not included
- City will provide any required right-of-way acquisition
- Development of Project 1A plans along Oro Dam Boulevard will be fast-tracked

Deliverables:

- 60%, 90%, and Final Project Plans (pdf)

Task 7 – Project Technical Specifications

Technical specifications will be prepared that address the methods and materials required for construction.

Assumptions:

- Front-end specifications will be prepared by the City

Deliverables:

- 60%, 90%, and Final Technical Specifications (pdf)

Task 8 – Construction Estimate

Construction cost estimates will be prepared for Projects 1A, 1B, 1C, 1D, 1F, and 2I that identify quantities and unit prices for each work element.

Assumptions:

- Estimates will be developed based on the 60% design submittal plans and updated at the 90% and Final design submittals

Deliverables:

- 60%, 90%, and Final Cost Estimates (pdf)

OPTIONAL TASKS**Task A – Additional Geotechnical Borings for Pipe Bursting**

Carollo will conduct up to seven additional test borings specifically for pipe bursting. These will be double borings, consisting of one boring in the trench backfill above the existing pipe and one in the adjacent native “undisturbed” soils. This information will be used to determine pipe bursting feasibility, cavity expansion and ground heave estimates, and appropriate type of pipe bursting.

Assumptions:

- Seven borings will be conducted during a single mobilization

Deliverables:

- Boring logs and laboratory testing results will be included in the geotechnical report
- Specific trenchless recommendations will be provided in a technical memorandum included in Task B

Task B – Evaluation of Pipe Bursting

Carollo will review alignment conditions and surface constraints to pipe bursting, as well as original design, construction, maintenance, and repair records, if available. We will observe one day of drilling and one day of potholing to observe soil behavior in open bore holes and check existing sewer pipeline bedding and embedment material.

Carollo will prepare a Trenchless Technical Memorandum based on the existing pipe condition assessment, subsurface geotechnical investigation, and observation of existing pipeline backfill materials. The Trenchless Technical Memorandum will present pipe bursting feasibility analysis, pipe bursting alternatives (e.g., static vs. pneumatic, continuous vs. segmented pipe), pipe bursting risks and mitigations, and specific pipe bursting recommendations including pit dimensions, shoring, dewater, backfilling, cavity expansion and ground heave estimates, minimum allowable clearances from existing utilities, vibration impacts on nearby structures, pulling forces, and countermeasures for protection of pavements, utilities, and nearby structures.

Assumptions:

- One site visit is included to observe drilling of the geotechnical borings
- One site visit is included to observe potholing and pipe bedding and pipe embedment material soil types

Deliverables:

- Trenchless Technical Memorandum

Task C – Additional Potholes

Carollo will conduct additional potholes to verify vertical and horizontal clearances from existing sewer pipeline to determine feasibility of pipe bursting. Potholing will be conducted in the same manner as described in Task 3 above.

Assumptions:

- Ten potholes have been included for budgeting purposes

Deliverables:

- Pothole data will be incorporated into the plans and technical memorandum developed in Task 3 and will be used to develop the Trenchless Technical Memorandum developed in Task B.

Task D – Resolving and Drafting ROW Lines

In lieu of using County GIS property boundaries, we will locate an adequate number of existing property corners and input record right-of-way data, resolving and drafting the right-of-way lines throughout the project limits.

Assumptions:

- None

Deliverables:

- CAD file containing resolved property lines for the project limits

COST PROPOSAL - ESTIMATED HOURS AND FEE

City of Oroville Engineering Design of Sanitary Sewer Projects

TASK	CAROLLO								OTHER DIRECT COSTS								COST SUMMARY			
	PIC	PM	QA/QC	PE	ENG	CAD/Tech	Word Processor	Subtotals		PECE	Rolls, Anderson, & Rolis	DCM	CGI	Arrow Construction	Subtotals	Sub-consultant Markup 5.0%	Misc. Costs and Printing	Travel	Total ODCs	Total Cost
	1	2	3	4	5	6	7	Hours	Budget	\$11.70										
Fee Schedule Column	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Task 1 - PROJECT MANAGEMENT AND MEETINGS																				
1.1 Project Management and Administration	4	20	0	0	0	0	0	24	\$4,624	\$281	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$281	\$4,905
1.2 Meetings (4)	8	16	0	16	0	0	0	40	\$7,568	\$468	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$294	\$762	\$8,330
Task 1 Total Hours	12	36	0	16	0	0	0	64												
Task 1 Total Budget	\$3,072	\$6,480	\$0	\$2,640	\$0	\$0	\$0		\$12,192	\$749	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$294	\$1,043	\$13,235
Task 2 - UTILITY IDENTIFICATION/RESEARCH AND COORDINATION																				
Task 2 Total Hours	0	4	1	12	12	0	0	29	\$4,636	\$339	\$2,824	\$0	\$0	\$0	\$2,824	\$141	\$0	\$73	\$3,378	\$8,014
Task 2 Total Budget	\$0	\$720	\$256	\$1,980	\$1,680	\$0	\$0	29	\$4,636	\$339	\$2,824	\$0	\$0	\$0	\$2,824	\$141	\$0	\$73	\$3,378	\$8,014
Task 3 - UTILITY POTHOLING																				
Task 3 Total Hours	0	2	0	8	8	8	0	26	\$4,000	\$304	\$0	\$0	\$0	\$23,500	\$23,500	\$1,175	\$0	\$147	\$25,126	\$29,126
Task 3 Total Budget	\$0	\$360	\$0	\$1,320	\$1,120	\$1,200	\$0	26	\$4,000	\$304	\$0	\$0	\$0	\$23,500	\$23,500	\$1,175	\$0	\$147	\$25,126	\$29,126
Task 4 - GEOTECHNICAL SUBSURFACE INVESTIGATION																				
Task 4 Total Hours	0	4	4	4	12	0	0	24	\$4,084	\$281	\$0	\$0	\$83,200	\$0	\$83,200	\$4,160	\$0	\$0	\$87,641	\$91,725
Task 4 Total Budget	\$0	\$720	\$1,024	\$660	\$1,680	\$0	\$0	24	\$4,084	\$281	\$0	\$0	\$83,200	\$0	\$83,200	\$4,160	\$0	\$0	\$87,641	\$91,725
Task 5 - PROJECT SURVEYING																				
Task 5 Total Hours	1	2	0	0	12	8	0	23	\$3,496	\$269	\$79,552	\$0	\$0	\$0	\$79,552	\$3,978	\$0	\$0	\$83,799	\$87,295
Task 5 Total Budget	\$256	\$360	\$0	\$0	\$1,680	\$1,200	\$0	23	\$3,496	\$269	\$79,552	\$0	\$0	\$0	\$79,552	\$3,978	\$0	\$0	\$83,799	\$87,295
Task 6 - PROJECT PLANS																				
6.1 Develop Project Plans	9	75	24	253	169	365	0	895	\$142,206	\$10,476	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$147	\$10,873	\$153,079
6.2 Permitting	2	12	2	24	16	8	8	72	\$11,408	\$842	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$147	\$989	\$12,397
Task 6 Total Hours	11	87	26	277	185	373	8	967												
Task 6 Total Budget	\$2,911	\$15,653	\$6,656	\$45,703	\$25,852	\$56,015	\$824		\$153,614	\$11,318	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$294	\$11,862	\$165,476
Task 7 - PROJECT TECHNICAL SPECIFICATIONS																				
Task 7 Total Hours	2	16	8	40	40	0	66	172	\$24,396	\$2,008	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$0	\$2,108	\$26,504
Task 7 Total Budget	\$512	\$2,880	\$2,048	\$6,600	\$5,600	\$0	\$6,756	172	\$24,396	\$2,008	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$0	\$2,108	\$26,504
Task 8 - CONSTRUCTION ESTIMATE																				
Task 8 Total Hours	2	4	4	16	16	0	0	42	\$7,136	\$491	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$491	\$7,627
Task 8 Total Budget	\$512	\$720	\$1,024	\$2,640	\$2,240	\$0	\$0	42	\$7,136	\$491	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$491	\$7,627
Total Hours	28	155	43	373	285	389	74	1347												
Total Cost	\$ 7,263	\$ 27,893	\$ 11,008	\$ 61,543	\$ 39,852	\$ 58,415	\$ 7,580		\$ 213,554	\$ 15,759	\$ 82,376	\$ -	\$ 83,200	\$ 23,500	\$ 189,076	\$ 9,454	\$ 350	\$ 808	\$ 215,448	\$ 429,002
Optional Items																				
A. Additional geotechnical borings for pipe bursting (7)	0	1	0	2	0	0	0	3	\$510	\$35	\$0	\$0	\$41,150	\$0	\$41,150	\$2,058	\$0	\$0	\$43,243	\$ 43,753
B. Evaluation of pipe bursting	0	2	2	4	4	0	0	12	\$2,092	\$140	\$0	\$15,000	\$0	\$15,000	\$750	\$0	\$0	\$15,890	\$ 17,982	
C. Additional potholes (10)	0	1	0	4	8	0	0	13	\$1,960	\$152	\$0	\$0	\$0	\$8,500	\$8,500	\$425	\$0	\$0	\$9,077	\$ 11,037
D. Resolving and drafting ROW lines	0	0	0	0	0	0	0	0	\$0	\$0	\$13,648	\$0	\$0	\$0	\$13,648	\$682	\$0	\$0	\$14,330	\$ 14,330
Total Additional Hours	0	4	2	10	12	0	0	28												
Total Additional Costs	\$0	\$720	\$512	\$1,650	\$1,680	\$0	\$0	\$4,562	\$4,562	\$327	\$13,648	\$ 15,000	\$ 41,150	\$ 8,500	\$78,298	\$3,915	\$0	\$0	\$82,540	\$87,102

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per claim for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by first class mail has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

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

Verification of Coverage

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

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

RE: PROJECT CONTRACT WITH ALL-AMERICAN CONSTRUCTION, INC.

DATE: AUGUST 16, 2016

SUMMARY

The Council may consider a Project Contract with the lowest responsive bidder, All-American Construction Inc., in the amount of \$200,319, for the Oroville Airport Drainage Improvements and Safety Grading Project (Project).

BACKGROUND

The Project consists of the installation of Runway 2-20 drainage improvements and grading to lower a topographic rise that does not meet FAA safety standards. The drainage and safety grading work has been approved by the Federal Aviation Administration (FAA) as part of the City's 2016 Airport Capital Improvement Program. Staff anticipates receiving an FAA grant award for the Project by August 19, 2016.

Staff advertised the Project for Bid on March 23rd and 30th, 2016, and held a pre-bid meeting on April 13, 2016, with a bid due date of April 27, 2016. Three bids were received by the bid closing date, with the bid results summarized as follows:

AIRPORT DRAINAGE AND SAFETY GRADING BID SUMMARY	
All-American Construction, Inc.	\$200,319
Santos Excavation	\$282,177
S.T. Rhoades	\$296,933

The low bidder for the Project is All-America Construction, Inc. Both staff and the FAA have reviewed the bid submittal determined that the bid prices are reasonable and competitive and the bid is fully responsive.

FISCAL IMPACT

The pending FAA grant will reimburse the City for 90% of the total bid. The remaining 10%, or \$20,032 will be paid for using Airport Fund balance. In addition, the City will apply for a State 5% matching grant which may further lower the City's cost for the Project.

Appropriations are available in the Airport Fund (420-6370-4200). The current fund balance is \$299,221.

RECOMMENDATIONS

Adopt Resolution No. 8540 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIVE BIDDER, ALL-AMERICAN CONSTRUCTION, INC. IN THE AMOUNT OF \$200,319 FOR THE AIRPORT DRAINAGE IMPROVEMENTS AND SAFETY GRADING PROJECT – (Agreement No. 3189).

ATTACHMENTS

Resolution No. 8540
Agreement No. 3189

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**CITY OF OROVILLE
RESOLUTION NO. 8540**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIVE BIDDER, ALL-AMERICAN CONSTRUCTION, INC. IN THE AMOUNT OF \$200,319 FOR THE AIRPORT DRAINAGE IMPROVEMENTS AND SAFETY GRADING PROJECT

(Agreement No. 3189)

WHEREAS, the City of Oroville has received formal bids for the Airport Drainage Improvements and Safety Grading Project (Project); and

WHEREAS, All-American Construction, Inc. was the lowest responsive bidder for the Project.

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

1. All-American Construction, Inc. is awarded the contract for the Project in the amount of \$200,319.
2. The Mayor is hereby authorized and directed to execute a Project Contract with All-American Construction, Inc. for the Project. A copy of the Project Contract is attached to this Resolution.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 16, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

5. The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents":

- a: Invitation for Bids
- b: Information for Bidders
- c: Bid Schedule
- d: Proposal Form
- e: Bidder's Bond
- f: Contract
- g: General Conditions
- h: Special Conditions
- i: Technical Provisions
- j: Payment Bond
- k: Performance Bond
- l: Notice of Award
- m: Notice to Proceed
- n: Change Orders
- o: Supplemental Drawings Issued
- p: Drawings
- q: General Provisions
- r: Special Conditions
- s: Technical Specifications
- t: Construction Safety and Phasing Plan
- u: Construction Management Plan
- v: All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid.

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

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

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

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

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

10. Federal Contract Provisions - The work to be done under this agreement is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. The Contractor must adhere to the

Procurement and Contracting Under AIP- Federal Contract Provisions, included as Attachment 1 to this Contract.

All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included as Attachment 2 to this Contract.

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

CITY OF OROVILLE

BY: _____

NAME: _____

TITLE: MAYOR DATE: _____

ADDRESS: 1735 Montgomery Street
Oroville, CA 95965-4897

CITY SEAL

ATTEST: _____

NAME: _____

TITLE: DEPUTY CITY CLERK

APPROVED AS TO FORM

BY: _____

NAME: _____

TITLE: CITY ATTORNEY

CONTRACTOR

BY: _____

NAME _____ TITLE: _____

COMPANY NAME: _____

LICENSE NO. _____

CLASSIFICATION: _____

ADDRESS _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called

(corporation, partnership, or individual)

Principal, and _____

(Name of Surety)

(Address of Surety)

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

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

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

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

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

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

ATTEST:

Principal/Secretary

Principal

(Seal)

By: _____

Address: _____

Witness to Principal

Address

ATTEST:

Surety - Secretary

Surety

By: _____

(Attorney-in-Fact)

(Seal)

Address: _____

Witness as to Surety

Address

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

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called

(corporation, partnership, or individual)

Principal, and _____

(Name of Surety)

(Address of Surety)

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

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

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

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

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

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

ATTEST:

Principal/Secretary

Principal

(Seal)

By: _____

Address: _____

Witness to Principal

Address

ATTEST:

Surety - Secretary

Surety

By: _____

(Attorney-in-Fact)

((Seal)

Address: _____

Witness as to Surety

Address

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

ATTACHMENT NO. 1
PROCUREMENT AND CONTRACTING UNDER AIP
FEDERAL CONTRACT PROVISIONS

**PROCUREMENT AND CONTRACTING UNDER AIP
FEDERAL CONTRACT PROVISIONS**

1. ACCESS TO RECORDS AND REPORTS.

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION.

(Reference: 41 CFR part 60-4, Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

- A. Timetables
- B. Goals for minority participation for each trade 14.3%
- C. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals,

shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Oroville, Butte County, California.

3. BREACH OF CONTRACT TERMS.

(Reference 2 CFR § 200 Appendix II(A))

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 parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4. BUY AMERICAN PREFERENCE.

(Reference: 49 USC § 50101)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project: The certification is included in the Bid Form.

5. CIVIL RIGHTS - GENERAL.

(Reference: 49 USC § 47123)

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6. CIVIL RIGHTS – TITLE VI ASSURANCES.

6.1.1. Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention

of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.1.2. Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 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 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from 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 prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

9. COPELAND “ANTI-KICKBACK” ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

The United States Department of Labor Wage and Hours Division oversees the Copeland “Anti-Kickback” Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland “Anti-Kickback” Act requirements required to be inserted in solicitations, contracts or subcontracts.

10. DAVIS-BACON REQUIREMENTS.

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards

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 contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2 Withholding.

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

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) 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 Regulations 29 CFR Part 3;

(3) 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.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above,

shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. DEBARMENT AND SUSPENSION (NON-PROCUREMENT).

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

12. DISADVANTAGED BUSINESS ENTERPRISE.

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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 the recipient deems appropriate. With the project closeout documents Contractor shall submit the Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors (Exhibit A).

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 10 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. ENERGY CONSERVATION REQUIREMENTS.

(Reference 2 CFR § 200 Appendix II(H))

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).

14. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS.

(Reference 41 CFR § 60-1.4, Executive Order 11246)

41 CFR § 60-1.4 provides the mandatory contract language, but allows such necessary changes in language to be made to identify properly the parties and their undertakings. 41 CFR § 60-4.3 provides the mandatory specifications.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated

trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

15. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

16. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

17. NONSEGREGATED FACILITIES REQUIREMENT.

(Reference: 41 CFR § 60-1.8)

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

19. RIGHT TO INVENTIONS.

(Reference 2 CFR § 200 Appendix II(F))

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(F).

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

20. TERMINATION OF CONTRACT.

(Reference 2 CFR § 200 Appendix II(B))

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor 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 will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

21. TRADE RESTRICTION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

22. TEXTING WHEN DRIVING

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

23. VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

RE: PROJECT CONTRACT WITH PACIFIC UNDERGROUND SERVICES

DATE: AUGUST 16, 2016

SUMMARY

The Council may consider a Project Contract with the lowest responsive bidder, Pacific Underground Services, in the amount of \$138,420, for the Oroville Airport Runway 02 PAPI/REIL Project (Project).

BACKGROUND

The Project consists of the installation of Precision Approach Path Indicators (PAPI) and Runway End Identifier Lights (REIL) for Runway 02 to improve aviation safety at Oroville Airport. The PAPI and REIL work has been approved by the Federal Aviation Administration (FAA) as part of the City's 2016 Airport Capital Improvement Program. Staff anticipates receiving an FAA grant award for the Project by August 19, 2016.

Staff advertised the Project for Bid on April 15th and 22nd, 2016, and held a pre-bid meeting on April 26, 2016, with a bid due date of May 11, 2016. Five bids were received by the bid closing date, with the bid results summarized as follows:

AIRPORT PAPI/REIL BID SUMMARY	
Pacific Underground Services	\$138,420
Collins Electrical Company	\$140,541
Cal Electro	\$195,580
Royal Electric Company	\$202,160
Fort Bragg Electric	\$234,875

The low bidder for the Project is Pacific Underground Services. Both staff and the FAA have reviewed the bid submittal determined that the bid prices are reasonable and competitive and the bid is fully responsive.

FISCAL IMPACT

The pending FAA grant will reimburse the City for 90% of the total bid. The remaining 10%, or \$14,054 will be paid for using Airport Fund balance. In addition, the City will apply for a State 5% matching grant which may further lower the City's cost for the Project.

Appropriations are available in the Airport Fund (420-6360-4201). The current fund balance is \$299,221.

RECOMMENDATIONS

Adopt Resolution No. 8541 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIVE BIDDER, PACIFIC UNDERGROUND SERVICES IN THE AMOUNT OF \$138,420 FOR THE OROVILLE AIRPORT RUNWAY 02 PRECISION APPROACH PATH INDICATORS (PAPI) AND RUNWAY END IDENTIFIER LIGHTS (REIL) PROJECT – (Agreement No. 3190).

ATTACHMENTS

Resolution No. 8541
Agreement No. 3190

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**CITY OF OROVILLE
RESOLUTION NO. 8541**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIVE BIDDER, PACIFIC UNDERGROUND SERVICES IN THE AMOUNT OF \$138,420 FOR THE OROVILLE AIRPORT RUNWAY 02 PRECISION APPROACH PATH INDICATORS (PAPI) AND RUNWAY END IDENTIFIER LIGHTS (REIL) PROJECT

(Agreement No. 3190)

WHEREAS, the City of Oroville has received formal bids for the Airport PAPI/REIL Project (Project); and

WHEREAS, Pacific Underground Services was the lowest responsive bidder for the Project.

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

1. Pacific Underground Services is awarded the contract for the Project in the amount of \$138,420.
2. The Mayor is hereby authorized and directed to execute a Project Contract with Pacific Underground Services for the Project. A copy of the Project Contract is attached to this Resolution.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 16, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

CONTRACT

THIS AGREEMENT, made this 16th day of August, 2016, by and between the City of Oroville, 1735 Montgomery Street, Oroville, California, hereinafter called "City" and Pacific Underground Services

doing business as: a Corporation
 a Partnership
 an Individual

hereinafter called "Contractor":

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete:

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, BUTTE COUNTY, CALIFORNIA
FURNISH AND INSTALL PAPI AND REIL RUNWAY 02
AIP NO. 3-06-0178-21**

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work described in the Contract Documents.

3. The Contractor shall commence the work required by the contract documents by ten (10) calendar days after receipt of the "Notice to Proceed" and will fully complete the project within forty (40) working days but will be limited to twenty (20) consecutive working days of construction on the airport, unless the period of completion is extended thereafter as stipulated in the specifications unless the period of completion is extended otherwise by the contract documents.

If the Contractor refuses or fails 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 Seven Hundred Dollars (\$700) 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.

4. City shall pay Contractor for the full and complete performance of this contract the total quantities constructed at the unit prices bid, subject to adjustments as provided in the Contract Documents.

5. The complete contract between the parties hereto shall consist of the following documents herein referred to as the "Contract Documents":

- a: Invitation for Bids
- b: Information for Bidders
- c: Bid Schedule
- d: Proposal Form
- e: Bidder's Bond
- f: Contract
- g: Federal Provisions
- h: State and Local Provisions
- i: Special Conditions
- j: Technical Provisions
- k: Payment Bond
- l: Performance Bond
- m: Notice of Award
- n: Notice to Proceed
- o: Change Orders
- p: Supplemental Drawings Issued
- q Drawings
- r: General Provisions
- s: Special Conditions
- t: Technical Specifications
- u: Construction Safety and Phasing Plan
- v: Construction Management Plan
- w: All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid.

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

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

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

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

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

10. Federal Contract Provisions - The work to be done under this agreement is being financed in whole or in part by means of a grant made by the United States acting through the Federal

Aviation Administration of the Department of Transportation. The Contractor must adhere to the Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, included in Section CP of the Federal Provisions, of the specifications.

All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included in Section WD of the Federal Provisions, of the specifications.

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

CITY OF OROVILLE

BY: _____

NAME: _____

TITLE: MAYOR DATE: _____

ADDRESS: 1735 Montgomery Street
Oroville, CA 95965-4897

CITY SEAL

ATTEST: _____

NAME: _____

TITLE: _____ DEPUTY CITY CLERK

APPROVED AS TO FORM

BY: _____

NAME: _____

TITLE: _____ CITY ATTORNEY

CONTRACTOR

BY: _____

NAME _____ TITLE: _____

COMPANY NAME: _____

LICENSE NO. _____

CLASSIFICATION: _____

ADDRESS _____

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

RE: TABLE MOUNTAIN BOULEVARD ROUDABOUT CHANGE ORDER

DATE: AUGUST 16, 2016

SUMMARY

The Council may consider authorizing a contact change order, utilizing the Council approved contingency fund, in the amount of \$3,900, for the Table Mountain Boulevard Roundabout Project (Project).

BACKGROUND

The construction contract for the Project was awarded to Jason Abel Construction on June 21, 2016 and construction work was started on August 25, 2016. On August 5, 2016, staff was notified that a sinkhole was discovered beneath Table Mountain Boulevard at the south end of the project limits. The size of the sinkhole is unknown and requires the removal of approximately 500 square feet of additional roadway asphalt in order to expose and assess the sinkhole volume. The Change Order of \$3,900 will authorize additional sawcutting, asphalt removal and asphalt disposal to explore the sinkhole limits. Once exposed, the sinkhole will be measured and a remedy assigned. The remedy will likely involve the placement and compaction of addition aggregate base prior to final paving. The amount and cost for the placement of additional aggregate base will not be known until the sinkhole dimensions have been established. Staff will bring a follow-up Change Order request to the Council in the near future for the final sinkhole cost.

FISCAL IMPACT

Funding for this change order is available with the \$96,875 contingency authorized at the time of contract award.

This project is 100% grant reimbursable. Expenditures and revenue reimbursements will be accounted for in the Capital Projects Fund (303-8040-7320).

RECOMMENDATIONS

Authorize staff to issue a change order, in the amount of \$3,900, to Jason Abel Construction, relating to the Table Mountain Boulevard Roundabout Project.

ATTACHMENT

Change Order Request

JASON ABEL CONSTRUCTION INC.

GENERAL ENGINEERING COMPANY CA LIC: 300927

August 9, 2016

City of Oroville
Attn. Rick Walls
1735 Montgomery Rd
Oroville CA 95965

**Re: Table Mountain Blvd Roundabout project – Request for Change Order
Sink hole on Table Mountain Blvd**

Rick,

A sink hole was discovered beneath the asphalt during removal of asphalt.

Change Order will have to be in two part:

One to remove asphalt and the second to identify size of sinkhole prior to make repairs.

Part 1	Saw cutting – minimum charge	\$ 500.00
	AC Removal 500 SF	\$ 800.00
	Haul off and dispose	<u>\$ 1,200.00</u>
	TOTAL	\$ 3,900.00

Part 2 will have to be on a time and material basis since the cost and scope is unknown at this time.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASSISTANT PLANNER (530) 538-2429
DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: REVIEW FINAL DRAFT NOTICE OF FUNDS AVAILABLE FOR ART IN
PUBLIC PLACES / OROVILLE BEAUTIFICATION**

DATE: AUGUST 16, 2016

SUMMARY

The Council may provide direction on the updated final draft Notice of Funds Available for the Art in Public Places/Beautification funding under Ordinance No. 1798, Section II, Chapter 26, §17.08.135.

BACKGROUND

On August 20, 2013, the City Council approved Ordinance No. 1798, Section II, Chapter 26, §17.08.135, authorizing the City to establish an Art in Public Places / Oroville Beautification policy requiring all new non-residential development projects to install public art equal to one percent (1%) of the estimated construction cost or contribute an in-lieu fee equivalent to (1%) of the construction cost to the Art in Public Places / Oroville Beautification Fund.

The Art in Public Places / Oroville Beautification account has received some in-lieu funding with the recent development of projects. The Arts Commission determine a project concept that fits within the parameters of the Art in Public Places / Oroville Beautification program and develop a Notice of Funding Available (NOFA) application.

On April 11, 2016, the Oroville Arts Commission (Commission) reviewed and discussed the preliminary draft of the Oroville Arts & Downtown Beautification Notice of Funding Available (NOFA). Staff has applied the recommended changes made by the Arts Commission to the preliminary draft RFP.

On June 13, 2016, the Commission continued the review and discussed the rough draft of the Oroville Arts & Downtown Beautification NOFA. Staff has applied the recommended changes made by the Arts Commission to the rough draft RFP.

On July 25, 2016 a special meeting of the Arts Commission was held. The Commission reviewed and discussed the rough draft of the Oroville Arts & Downtown Beautification NOFA. Staff has applied the recommended changes made by the Arts Commission to the rough draft RFP.

At the August 8, 2016 regular meeting, of the Arts Commission, the final draft of the Oroville Arts & Downtown Beautification NOFA was discussed, minor edits were made, and the Arts Commission is recommending the Council approve of the Oroville Arts & Downtown Beautification NOFA.

FISCAL IMPACT

None.

RECOMMENDATIONS

Provide direction as needed.

ATTACHMENT

Ordinance No. 1798 Art in Public Places
Updated Final Draft of the Oroville Arts & Downtown Beautification NOFA

**CITY OF OROVILLE
ORDINANCE NO. 1798**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26-10.135 Art in Public Places / Oroville Beautification

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

26-10.135 Art in Public Places / Oroville Beautification

A. Purpose

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

B. Applicability

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

C. Public Art Contribution

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

D. Execution of Installation / Time of Payment

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

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

E. Beautification Fund

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

F. Use of Funds

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

G. Ownership & Maintenance of Art

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

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

H. Review Process / Standards

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

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

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

I. Removal of Public Art

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

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

J. Annual Report

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

K. Authority for Additional Mitigation

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

L. WAIVER

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

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

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

NOES: Council Members Berry, Bunker, Simpson

ABSTAIN: None

ABSENT: None



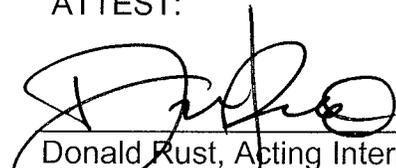
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

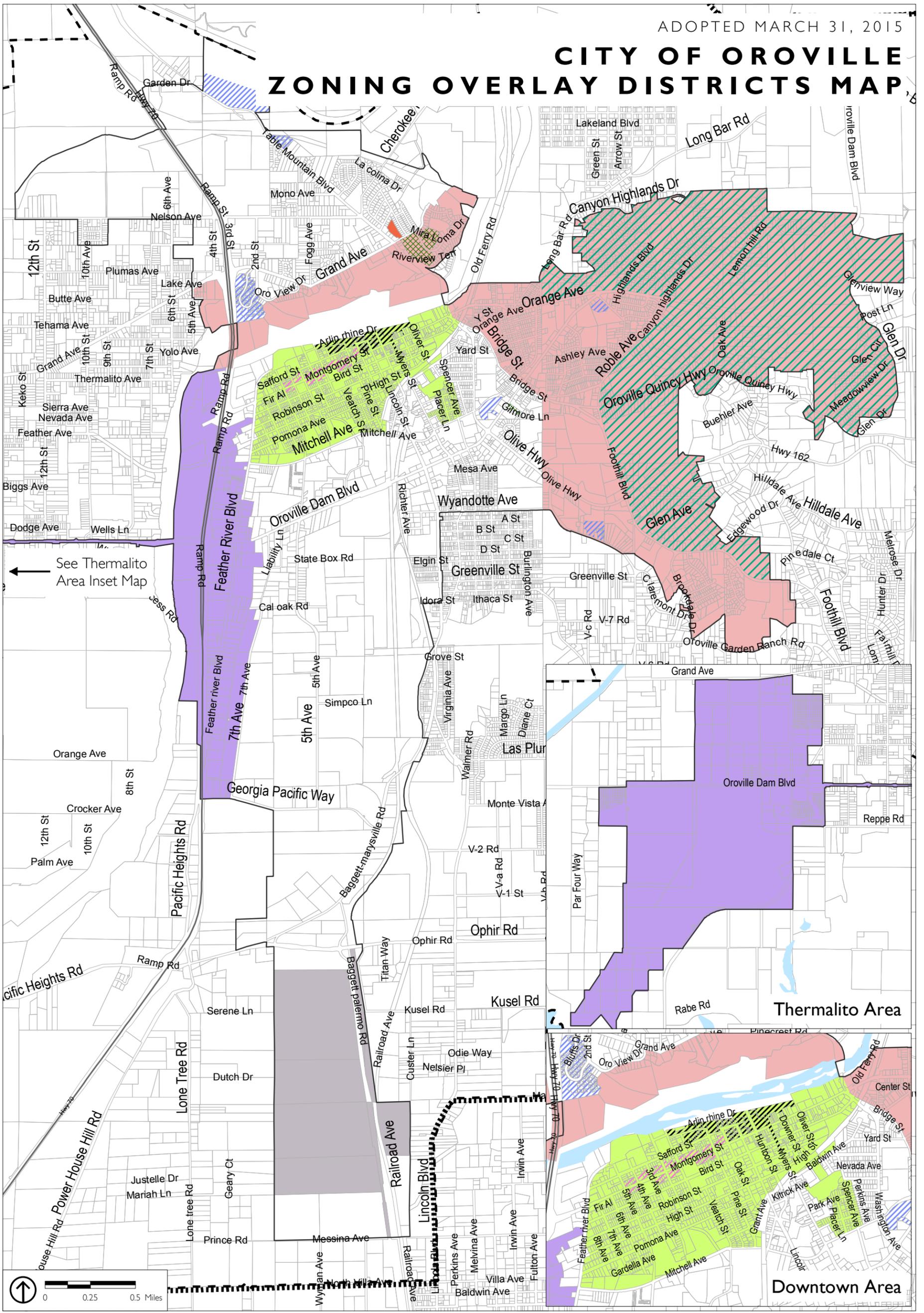
ATTEST:



Donald Rust, Acting Interim City
Clerk

ADOPTED MARCH 31, 2015

CITY OF OROVILLE ZONING OVERLAY DISTRICTS MAP



Overlay Districts

- Hillside Development Overlay (HD-O)
- Planned Development Overlay (PD-O)
- Downtown Historic Overlay (DH-O)
- Airport Influence Area Overlay (AIA-O)
- Mini-Storage Overlay (MS-O)
- Conditional Overlay (C-O)
- Arts, Culture, and Entertainment Overlay (ACE-O)
- Foothill Overlay (F-O)
- Professional Office Overlay (PO-O)
- Specific Plan Area Overlay (SPA-O)



Oroville Arts
Commission

**OROVILLE ARTS & DOWNTOWN
BEAUTIFICATION
REQUEST FOR PROPOSAL
(RFP)**

2016 GRANT GUIDELINES & APPLICATION



**CITY OF OROVILLE
OROVILLE ARTS COMMISSION**

**Date of Release:
SEPTEMBER 1, 2016**

FUNDING PROVIDED BY

PUBLIC ART / OROVILLE BEAUTIFICATION REQUIREMENT
ORDINANCE NO. 1798, APPROVED BY CITY COUNCIL ON AUGUST 20, 2013

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CONTACT INFORMATION

City of Oroville
Community Development Department
Fund Administrator
1735 Montgomery Street
Oroville, Ca 95965

If you have any questions, please contact:

Dawn Nevers
Assistant Planner
Phone: (530) 538 - 2429
Email: dnevers@cityoforoville.org
Website: www.cityoforoville.org

The Oroville Arts Commission will hold a grant application workshop to explain the application process and program requirements.

The Recommended workshop will be held on:



MONDAY, September 12, 2016, FROM 3:00 P.M. UNTIL 5:00 P.M.
(ATTENDANCE FOR THE DURATION OF THE WORKSHOP IS REQUESTED)

City of Oroville, City Council Chambers
1735 Montgomery Street, Oroville, CA 95965

Please RSVP to: (530) 538-2429 or email at dnevers@cityoforoville.org
NO LATER THAN: September 9, 2016

SEND COMPLETED APPLICATIONS BY
4:00 P.M. (PST) FRIDAY, SEPTEMBER 30, 2016
TO:

City of Oroville
Community Development Department
Fund Administrator
Attention: Dawn Nevers, Assistant Planner
1735 Montgomery Street
Oroville, Ca 95965

FAXED OR EMAILED COPIES WILL NOT BE ACCEPTED
2016 NOFA LEGAL ANNOUNCEMENT

I. REQUEST FOR PROPOSAL (RFP)

The Request for Proposal (RFP) is issued by the Oroville Arts Commission and the City of Oroville (City), acting to select a capable and qualified artist to help us meet the needs of our Oroville Beautification goals and community involvement plans.

II. NOTICE OF FUNDS AVAILABLE (NOFA) DETAILS

- a. Application duration: **30-days from date of release**
(September 1, 2016 – September 30, 2016)
- b. Funding amount: **\$30,000**
 - A. May be distributed to fund multiple eligible projects
- c. Project Location: **Downtown Historic District** (map attached)
 - A. Private Property: must submit approval letter from property owner acknowledging permanent placement, responsibility for custody, protection, and maintenance of property of art piece. (see Appendix E for sample letter and Art Maintenance Agreement)
- d. Recommended Workshop: **Attendance is encouraged**

III. INTENT OF THE DOWNTOWN OROVILLE BEAUTIFICATION PROJECT

The purpose is to expand the opportunities for citizens and visitors of the City of Oroville to experience public art and other projects resulting from the creative expression of its visual artists in public places throughout the City. The Public Art / Oroville Beautification Ordinance No. 1798, was established to direct the inclusion of works of art in new non-residential development projects and establishing a fund used solely for the creation, purchase, installation, security and maintenance of art in public spaces throughout the city.

IV. GENERAL REQUIREMENTS

The ideal respondent will have knowledge of the Oroville community, history, and culture. The creator of public art shall be an artist, defined as a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by

the Arts Commission. Public art shall be displayed in a manner that will enhance its enjoyment by the general public.

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

V. SUBMITTAL REQUIREMENTS

The City of Oroville and the Oroville Arts Commission reserves the right to reject any and all proposals submitted, to request clarification of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal and review process. The applicant must submit the following information:

1. Project Application Submittal

Note: Project elements should be presented in a clear and consistent manner, throughout the application, including scope, timeline, and cost estimates.

The Grant Application is comprised of the following sections:

- A. Applicant Information
- B. Description of Project
- C. Project Cost Estimate (with cost breakdown by phase)
- D. Timeline to Complete the Project (by phases)
- E. Drawings/Renderings of Project to Scale (with incorporation of security device as necessary)
- F. Consistency with Arts Commission Goals
- G. Project Selection Criteria
- H. Ownership & Maintenance of Art
- I. Applicant Acknowledgement and Signature

The complete application is in Appendix C, pages 11 – 18. A printable copy of the application is available at www.cityoforoville.org , Government / Boards, Committees, Commissions, etc. / Arts Commission for information and forms. If

using additional pages to complete the application, please use the appropriate titles (on each page) as listed above.

2. Arts Commission Review of Applicant's Project (Screening Process)

The next step involves a technical review of the submitted application considering basic Project Submittal Requirements, Arts Commission Goals and Objectives, and a set of Screening Criteria. On the basis of these considerations, a decision would be made whether or not an application meets minimum requirements. If not, the application would be respectfully rejected. This Initial Screening Process will eliminate projects that lack merit given the seven following considerations:

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

An applicant whose Project Concept application does not meet the Initial Screening Criteria has the right to appeal to the Arts Commission, based upon appeal procedures established by the Arts Commission. (see Appendix D, page 19)

3. Staff Assembly and Submittal of Proposed Projects

City of Oroville staff is available for direction to ensure applications are complete and ready for consideration. City of Oroville staff will assemble all project proposals together and prepare packages for the Arts Commission review.

4. Arts Commission Project Selection Process

The Arts Commission will individually be provided a copy of the application, and related attachments, thirty (30) days prior to the applications presentation at a Public Meeting. This provides time for the Arts Commissioners to review the request and formulate questions that they might have.

5. Timeline Following Arts Commission Screening Process

- a. The Arts Commission selects those applicants that fall within the scope of the project NOFA to move forward for final consideration.
 - i. 15 Day Appeal process begins.
- b. **No Appeals:** Final project application selection announced at the next regularly scheduled Arts Commission meeting (approximately 30 days).
 - i. **Appeal(s) Received:** Appeals will be heard and considered by the Arts Commission at the next regularly scheduled Arts Commission meeting (approximately 30 days). Final project selection will be announced at the following regularly scheduled Arts Commission meeting (approximately 30 days).
 - ii. Should an applicant not be satisfied with the Arts Commissions denial of their project application appeal, the applicant may request to be heard by the Executive Committee.
- c. Project Application awarded.

APPENDICES

Appendix A: Ordinance No. 1798 Public Art / Oroville Beautification

Appendix B: Accounting and Audit Requirements

Appendix C: Project Application Form

Appendix D: Appeal Process

Appendix E: Property owner letter and Art Maintenance Agreement (examples)

Appendix A

ORDINANCE NO. 1798 PUBLIC ART / OROVILLE BEAUTIFICATION

NOTE: The City Council approved the attached Ordinance No. 1798 Public Art / Oroville Beautification on August 20, 2013.

(See attached Ordinance No. 1798, pg. 24)

Appendix B

ACCOUNTING AND AUDIT REQUIREMENTS GRANT ADMINISTRATION

A. ACCOUNTING REQUIREMENTS

The Grantee must maintain an accounting system that:

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

B. RECORDS RETENTION

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

C. PAYMENT OF GRANT FUNDS

Approved grants require a fully executed Grant Agreement between the Fund Administrator (City of Oroville) and the Grantee. The City of Oroville will provide reimbursement for costs of an approved Grant Agreement as stipulated. All payments are paid on a reimbursable basis. Grantee's will submit an invoice with appropriate proof of payment (canceled checks, etc.) The Fund Administrator will verify submittals. Once funds are received by the Fund Administrator the Grantee will be issued a check.

D. SITE VISITS

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

E. LOSS OF FUNDING

The following are examples of actions (some or all may apply) that may result in the Grantee's loss of funding.

- Grantee fails to sign the Grant Contract within the thirty-day time period as specified in the Grant Contract.
- Grantee withdraws from the grant program.
- Grantee fails to complete the funded Project within the agreed upon time frame.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee is unable to acquire any required permits.
- Grantee changes Project Scope, without prior approval from the Arts Commission.

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

DRAFT

APPENDIX C:

PROJECT APPLICATION FORM



**Oroville Arts Commission
2016 Project Application Form**

OROVILLE ARTS & DOWNTOWN BEAUTIFICATION

Estimated Project Cost: \$ _____

NOTE: Please complete all requested information. If the question is not applicable to your request enter N/A. If additional space is required, please attach additional pages using the format at the end of this application.

A. Applicant Information

1. Name of Applicant and Associated Entity (if any) Legal status

2. Contact Information

a. Mailing address:

b. Telephone, Voice Mail, E-mail Contact Information

B. Description of Project

(Briefly summarize the proposed art/beautification and its adherence to the seven project selection criteria, and the project benefit if the grant is approved)

Project Location (address): _____

DRAFT

C. Cost Estimate

(Provide a cost breakdown of the project by phase; including an overall estimate of time. Labor will be reimbursed on a percentage basis in accordance with project phases.)

DRAFT

D. Timeline to Complete Proposed Project

(Included phases to match cost breakdown phases. Attach if necessary)

E. Drawings / Renderings of proposed project

(Please draw to scale. Attach if necessary)

F. Consistency with Arts Commission Goals: (if not applicable to your request enter N/A)

Please indicate whether the request is consistent with any of the following Arts Commission Goals. **(Please mark all that apply)**

<input type="checkbox"/>	Provides opportunities for the artistic and cultural development of citizens of Oroville.
<input type="checkbox"/>	Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts
<input type="checkbox"/>	Support the development of artists and the access and exposure to the community.
<input type="checkbox"/>	Consider integrating artists and other design professionals into the planning, design, building, and development of Oroville in order to achieve the highest standards of design for the city.
<input type="checkbox"/>	Support diversity in the arts
<input type="checkbox"/>	Support a program of “Art in Public Places” as an important component in the revitalization into a thriving, pedestrian friendly downtown.
<input type="checkbox"/>	Promote and support the development of long term fiscal strategies to assist local arts organizations in maintaining their stature and contribution to the quality.

G. PROJECT SELECTION CRITERIA

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

H. Ownership & Maintenance of Art

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

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

I hereby authorize _____, applicant of the Oroville Arts & Downtown Beautification Program, to create and install a piece of art upon award and acceptance of the Oroville Arts & Downtown Beautification Program grant funding. I further agree, as the property owner, to be responsible for the custody, protection and maintenance of such works of art.

Address of proposed art project

Property Owners, Signature

Date

Property Owners, Print Name

I. APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

Authorized Signature Date

Name and Title (Please type or print)

**SEND COMPLETED APPLICATIONS BY
4:00 P.M. PST, FRIDAY, SEPTEMBER 30, 2014
TO:**

City of Oroville
Arts Commission
Fund Administrator
1735 Montgomery Street
Oroville, Ca 95965



FAXED OR ELECTRONIC COPIES WILL NOT BE ACCEPTED

City of Oroville USE ONLY

Date Received: _____

How Received: _____

Has the applicant provided all information requested in the Preliminary Application?

___ Yes ___ No

Notes:

Record of follow-up:

Date: _____

Issue: Discussed: _____

Date: _____

Issue: Discussed: _____

COPY THIS PAGE TO INSERT ADDITIONAL INFORMATION THAT IS EXPANDED BEYOND THE SPACE PROVIDED.

HEADING: _____

Additional information from page # _____

DRAFT

Appendix D

The 2016 NOFA Appeal Process

As part of the Oroville Arts & Downtown Beautification Program the Oroville Arts Commission established a standardized appeal process for applicants that do not meet the initial screening process. The 2016 NOFA Application combines the initial screening process and formal application into one process. The following details the approved 2016 Appeal Process:

A. Appeals to City Council.

1. If the applicant or any other person is dissatisfied with Arts Commission action, he or she may appeal, in writing, to the Executive Committee within 15 days after the action. If no appeal is filed, the Arts Commission's action shall be final.
2. Within 45 days of the filing of an appeal, the Executive Committee consider the action taken by the Arts Commission and the appeal of that action. The Executive Committee shall render its decision within 30 days of the public hearing, and it shall provide immediate verbal notice of this decision. The decision shall be final.

B. Form of Appeals. All appeals shall be submitted in a form established by the zoning administrator, accompanied by a fee established by resolution of the city council. (Ord. 1749 § 4; Ord. 1790 § 2)

Responses to denial letters must be sent, in writing, to:

**City of Oroville
Community Development Department
Fund Administrator
Attention: Dawn Nevers, Assistant Planner
1735 Montgomery Street
Oroville, CA 95965**

Appendix E

“No Fee Required”
(Govt. Code Sec 6103 & 27383)
Recorded for the benefit of
City of Oroville

Authorized Representation
AFTER RECORDING RETURN TO:

**CITY OF OROVILLE
CITY CLERK’S OFFICE
1735 MONTGOMERY STREET
OROVILLE, CA 95965-4897**

(SPACE ABOVE FOR RECORDER’S USE)

APN:

Address:

**CITY OF OROVILLE
OROVILLE ARTS & DOWNTOWN BEAUTIFICATION
INSTALLATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this **XX** day of **[Month] 2016**, between **[Property Owner’s Name]** hereinafter referred to as PROPERTY OWNER, and the CITY OF OROVILLE, a Municipal Corporation, hereinafter referred to as CITY, for property, located at **[Address]**.

RECITALS

THIS AGREEMENT is based upon the following facts:

1. PROPERTY OWNER is the owner of real property located at **[Address]** in the City of Oroville described in Exhibit “A” attached to this AGREEMENT and made a part of it by this reference.
2. Per CITY Code §17.08.135(G), for any works of art installed on private property, the PROPERTY OWNER shall be required to enter into a written AGREEMENT for the installation and maintenance of the artwork. The AGREEMENT shall be in a form approved by the CITY Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The AGREEMENT shall be binding upon the PROPERTY OWNER and any successors in interest.
3. On **[Meeting Date]**, the City of Oroville Arts Commission reviewed the proposed artwork and forwarded a recommendation to the Oroville City Council for approval.
4. On **[Meeting Date]**, the Oroville City Council reviewed and approved the proposed artwork.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **PURPOSE.** The purpose of this AGREEMENT is to assure that the PROPERTY OWNER completes the placement of the art in accordance with the approval of the City Council, as specified in Exhibit “B”, and thereafter continues to maintain and care for the

artwork.

2. PROPERTY SUBJECT TO AGREEMENT. The property subject to this AGREEMENT is described in Exhibit "A" attached to this AGREEMENT and incorporated in it by this reference: APN: (XXX-XXX-XXX).
3. DUTY TO INSTALL AND MAINTAIN ARTWORK. PROPERTY OWNER agrees to complete the installation of the CITY approved artwork. The PROPERTY OWNER shall diligently maintain and care for the artwork which they install under this AGREEMENT, using generally accepted methods of placement and care. PROPERTY OWNER shall maintain that standard of care necessary to prevent the artwork from deteriorating to the extent that its value as artwork is destroyed.
4. CITY MAY MAINTAIN ARTWORK. PROPERTY OWNER agrees that if they fail to meet the standard of maintenance necessary to keep the artwork in a properly maintained condition, CITY will give written notice of the deficiency to the PROPERTY OWNER, who shall have twenty (20) days to make the necessary correction and, if the correction is not made within twenty (20) days, CITY may elect to take the steps necessary to assure that the artwork is maintained and cared for. To do this, CITY shall serve a notice to the PROPERTY OWNER of its intent to enter the premises for this purpose. CITY shall either personally serve the notice to PROPERTY OWNER, or mail a copy of it by certified mail to the PROPERTY OWNER'S address, as shown in paragraph 7 below, at least fifteen (15) days in advance of the date CITY intends to enter the premises.
5. CITY'S COST OF MAINTAINING A LIEN. If the CITY incurs costs in restoring or maintaining the artwork after following the procedure set forth in Paragraph 4 above, CITY shall make demand upon PROPERTY OWNER for payment. If PROPERTY OWNER fails to pay the costs incurred by CITY within thirty (30) days of the date demand was made, CITY may impose a lien upon the real property described in Exhibit "A" by recording a notice that CITY has incurred expenses under the terms of this AGREEMENT with the County Recorder of Butte County. Such notice shall state the fact that CITY has incurred costs under the terms of this AGREEMENT and shall state the amount, together with the fact that it is unpaid and draws interest at the rate of 7% (percent) a year until paid.
6. ADDITIONAL REMEDIES. CITY may, as an alternative to the lien procedure, set forth in Paragraph 5 above, bring legal action to collect the sums due as the result of making expenditures for restoration and maintenance of artwork. PROPERTY OWNER agrees to pay CITY a reasonable sum of attorney fees and court costs, together with interest from the date which is thirty (30) days after CITY has given its notice under Paragraph 5 above.
7. NOTICES. Notice given by each party to this AGREEMENT shall be given to the other party at the addresses shown below:

CITY: City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

PROPERTY OWNER: [Name and Address]

8. ADDITIONAL REQUIREMENTS.

The PROPERTY OWNER hereby agrees to the following:

- a. Warrants that the artwork created and installed is a faithful rendition of the artwork as approved by the CITY.
- b. Shall ensure that any artwork approved by the CITY is provided with adequate scheduled routine maintenance necessary to maintain a neat and attractive appearance.
- c. To expeditiously maintain, replace, or repair any artwork that has become unsafe or unsightly, or within 20 days when notified in writing that maintenance, replacement, or repair is required.
- d. To allow random inspection of artwork by a CITY representative.
- e. To keep all artwork policed and free of litter and deleterious material.
- f. All work by or on behalf of PROPERTY OWNER will be done at no cost to the CITY.
- g. The artwork shall remain in substantial conformance as approved by the Oroville City Council. Any subsequent minor changes in the project (as determined by the Zoning Administrator) may only occur subject to the review and approval of the Oroville Arts Commission. Any subsequent substantive changes in the project (as determined by the Zoning Administrator) may only occur subject to the review and approval by the Oroville City Council.
- h. Removal of artwork under this agreement shall be removed as specified under §17.08.135(I) of the Oroville Municipal Code.

9. MISCELLANEOUS TERMS AND PROVISIONS.

- a. If any provision of this AGREEMENT is adjudged invalid, the remaining provisions are not affected.
- b. Notice to PROPERTY OWNER will be considered to have been given to them when sent to their address stated above (Paragraph 7).
- c. This writing contains a full, final, and exclusive statement of the AGREEMENT between the parties.
- d. If there is more than one signer of this AGREEMENT as PROPERTY OWNER(S), their obligations are joint and several.
- e. The obligations upon the PROPERTY OWNER(S) signing this AGREEMENT terminate personally as to them when they convey their interest in the property and files for record with the County Recorder a copy of assignment to this AGREEMENT. In this case, the new PROPERTY OWNER(S) takes title subject to the requirements of this AGREEMENT.

- f. If the installation of the work of art is delayed by adverse weather conditions, or any other cause beyond the PROPERTY OWNER'S reasonable control, then the installation date shall be extended for such reasonable time as agreed upon by all parties to this AGREEMENT.
 - g. PROPERTY OWNER agrees to comply with all federal and state laws, and local ordinances that pertain to the creation and installation of the artwork.
 - h. In the event of litigation relating to this AGREEMENT, the prevailing party shall be entitled to receive attorney's fees from the losing party.
10. AGREEMENT ATTACHED TO THE LAND. This AGREEMENT pertains to and runs with the real property described in Exhibit "A". This AGREEMENT binds the successors in interest of each of the parties to such real property.

CITY OF OROVILLE: BY: /s/ _____
 Donald Rust, Acting City Administrator

DATE: _____

PROPERTY OWNER: BY: /s/ _____

PRINTED NAME: _____

PROPERTY OWNER: BY: /s/ _____

PRINTED NAME: _____

A Public Notary must acknowledge PROPERTY OWNERS' and CITY'S signatures. If PROPERTY OWNER is a corporation, partnership, or other business entity, the Notary must acknowledge the signature as well as the person's relationship to the business.

EXHIBIT "A"

A LEGAL DESCRIPTION OF SAID PROPERTY MUST ACCOMPANY THIS AGREEMENT AS EXHIBIT "A" PRIOR TO RECORDATION (PROVIDED BY PROPERTY OWNER)

EXHIBIT "B"

THIS AGREEMENT SHALL ACCOMPANY THE OROVILLE ARTS & BEAUTIFICATION APPLICATION THAT CONTAINS A DETAILED DESCRIPTION OF THE ARTWORK, INCLUDING DRAWINGS WITH DIMENSIONS, DESCRIPTION OF MATERIALS, AND CONSIDERATIONS FOR LONGEVITY, CONSERVATION AND MAINTENANCE AS APPROVED BY THE CITY COUNCIL MUST ACCOMPANY THIS AGREEMENT

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: TYSON PARDEE, IT MANAGER
ADMINISTRATION DEPARTMENT
DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: PURCHASE OF LASERFICHE LICENSING

DATE: AUGUST 16, 2016

SUMMARY

The Council may consider the purchase of a web license along with 10 more user licenses for Laserfiche, in the amount of \$9,100.35.

DISCUSSION

The City upgraded Laserfiche last year and it has allowed the City to increase its use of the application. The City is now ready to integrate with the new financial software and it requires Laserfiche to have a web portal. This was not known at the time of the Laserfiche upgrade, but the addition of the web portal will allow the City to store other application attachments as well.

The quote may be a little confusing as the City's existing 10 licenses will need to be traded in for the new licenses with the web portal option. An additional 10 licenses, for a total of 20 web portal licenses, will be purchased so that all necessary City staff can utilize the new options.

FISCAL IMPACT

Appropriation is available from the Technology Fee Fund (135-6410-5141), in the amount of \$9,100.35. The current fund balance is \$27,494.

RECOMMENDATIONS

Authorize the purchase of a web license along with 10 more user licenses for Laserfiche, in the amount of \$9,100.35.

ATTACHMENTS

PITQ7573_Oroville_10u+WebAccess



10 Additional Users and Web Access

Name City of Oroville **Rep**
Address 1735 Montgomery St
City Oroville
State CA **Phone** (530) 538-2493
ZIP 95965 **Fax** **Date** 06/21/16

Contact: Tyson Pardee **EMAIL:** tpardee@cityoforoville.org

Qty	Laserfiche Configuration	Unit Price	TOTAL
	Laserfiche Software		
20	Laserfiche Avante Named User Web Access included. \$580 per User - \$11,600 total \$116 per Web Access - \$2,320 total	\$696.00	\$13,920.00
20	Laserfiche Connector Provides a streamlined experience for integrating Laserfiche with the line of business applications such as CRM and EFRP systems.	\$29.00	\$580.00
1	Existing Users Trade-in Discount	-\$6,050.00	-\$6,050.00
	SubTotal		\$8,450.00
	LSAP - Expires 9/29/16		
20	Laserfiche Avante Named User Basic LSAP	\$37.50	\$750.00
20	Laserfiche Connector Basic LSAP	\$1.58	\$31.60
1	Existing LSAP Trade-in Discount	-\$131.25	-\$131.25
	SubTotal		\$650.35

Thank You for considering RMC-ProIT for your Document Management needs using Laserfiche!

Laserfiche customers regularly save 75% over the cost of off-site storage AND you can have your documents file themselves!



THIS QUOTE IS VALID FOR 30 DAYS AFTER ISSUE**
 ** 100% of All Licensing Product and/or Hardware to be invoiced
 and due upon Signed Scope of Work
 **LSAP Coverage starts upon Signed Scope of Work
 **Subsequent billing will be based on milestones as defined in
 the Project Management Plan

LF Product: \$8,450.00
LSAP: \$650.35
ProIT Services: \$0.00
TOTAL: \$9,100.35

Accepted By:
Title:

Date Accepted:
Rep:



PROIT SOFTWARE ORDER - TERMS AND CONDITIONS

The terms on this Software Order Form constitute the software purchase agreement between the purchaser and the seller. This is a binding order, not subject to cancellation.

The Buyer grants to PROIT a security interest in the above described goods to secure payment of the purchase price. Buyer authorizes PROIT to file a UCC-1 Financing Statement, and authorizes PROIT, as Buyer's attorney-in-fact, to execute and file the financing statement. Buyer agrees to pay all of Professional IT Solutions (PROIT) costs in the collection of any amount due hereunder in the recovery of any property, pursuant hereto or in the enforcement of its right against Buyer, including reasonable attorney's fees, whether or not suit be brought. Customer agrees that in the event of any default of this agreement, PROIT may remove products affected by the default from customer's premises with or without process of law.

Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges of 1.5% per month on the outstanding balance will be added if payments are not received within 15 days of the invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Buyer agrees to pay seller a returned check charge of \$25.00 per occurrence if any of buyer's checks are returned to seller unpaid. Upon default of any payment or any other aspect of this agreement, seller may, at its option, declare the entire outstanding balance immediately due and payable.

Other than the obligations set forth herein, PROIT disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. PROIT shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment.

PROIT shall be temporarily relieved of its obligation in the event that labor disturbance, acts of God, unavailability of product, or other circumstances beyond PROIT's control prevent PROIT from fulfilling the terms of this agreement.

No goods may be returned without PROIT's approval or prior written consent. A) Only consumable goods invoiced within 60 days will be considered for return. B) On authorized returns, buyer agrees to pay a restocking charge equivalent to 30% of the purchase price. C) Merchandise returned without authorization may not be accepted at the receiving dock, and is the sole responsibility of the buyer. D) All non-saleable merchandise (that has been partially used or opened) will be deducted from any credit amount due the buyer.

All claims regarding shipments and receipt of goods must be made within 7 days of delivery. Applicable taxes shall be added to the purchase price unless the customer has supplied a tax exemption or resale certificate (prior to shipment) acceptable to the proper taxing authorities.

I acknowledge the above stated Terms & Conditions: X _____ Date:

Glossary of Terms

In quotes and other documentation, the following terms may be used; they are defined here for clarity.

“Project Planning”

- Project Management Plan design
- Discovery
- Scope of Work (SOW) design

“Installation Services” – this encompasses installation services and deliverables, including but not limited to: (*see Development Services for Forms, QuickFields, Workflow, and Custom Configuration)

- Purchase of software on client’s behalf
- Installation of all software
- Setup of software and modules
- Provision user accounts

“Training Services” – this includes remote training services, performed by a Laserfiche engineer and/or sales associate. Specifications about training types and hours are defined further in the SOW, but common types of training include:

- *Administrator Training*: specialized training for Laserfiche Administrator(s) selected by client; covers topics such as backups, user management, and security
- *“Train the Trainer”*: Client assigns within their company one or more Laserfiche Delegates, who will be trained by Laserfiche Engineers to instruct internal End Users on Laserfiche fundamentals
- *End User Training*: group-style training for all Laserfiche end users; covers basic Laserfiche client overview, navigation, and settings
- *Component Training*: specialized training for specific Laserfiche components, such as Quick Fields and Forms

“Onsite Training Services” - Onsite “Training Services” available upon request for an additional charge.

“Development Services” – this includes any custom development and/or configuration of Laserfiche modules. Common instances include:

- Forms development
- Workflow development
- Configuration of Quick Fields and Quick Fields Agent
- Data migration

“Laserfiche Software Assurance Plan” or “LSAP” – a support plan which includes on-going Laserfiche support, product updates and patches, 2 hours of remote Laserfiche Administrator training, and a

I have read and agree with this page
Consultant _____
Client _____

support portal for tracking ticket updates. Additional details about the LSAP program can be found in the LSAP Support Agreement.

“Laserfiche Training Center” – an online library of Laserfiche training videos designed to supplement annual training for Laserfiche users of every skill level. The Training Center contains hundreds of training videos, as well as monthly webinars with a Laserfiche expert, and informative videos on version updates and changes. Training Center access is included in your annual LSAP renewal, although you may opt out of this subscription.

“Block Time Agreement” – a set number of pre-paid service hours (usually sold in sets of 10). These hours do not expire, and can be used during business hours for service, support, or change requests.

I have read and agree with this page
Consultant _____
Client _____

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: TYSON PARDEE, INFORMATION TECHNOLOGY MANAGER
JESSE SMITH, GIS SPECIALIST
DONALD RUST, DIRECTOR,
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
CALIFORNIA STATE UNIVERSITY, CHICO**

DATE: AUGUST 16, 2016

SUMMARY

The Council may consider an Amendment to the Professional Services Agreement with the California State University, Chico (CSU Chico), relating to their Geographical Information Center (GIC) which hosts the City's Geographic Information Systems (GIS).

BACKGROUND

In June of 2015, the Council authorized an agreement with the CSU Chico GIC to host the City's GIS data. The IT Department made a mistake on the length of the maintenance agreement. The maintenance agreement was only for a 6-month period and not for a full year. Staff is requesting additional funding to keep this project going as it has added a lot of value to the City's GIS data usage.

The price increase is still lower than if the City hosted its own GIS data. There will still be a saving of over \$8,000 a year in licensing fees alone. In addition, there are also one time fees that the city would incur if it maintained its own GIS servers at a price of over \$35,000.

Utilization of the GIC has been a successful endeavor even in the short amount of time the City has been utilizing their services. GIS data has been integrated into Trakit, which has provided the City with the most up-to-date data and improved mapping details. City mapping details have also been able to be shared with a wider audience than just City employees. The following web services are planned to be completed during the 2016/2017 fiscal year:

- 1) Weed abatement survey web service (completed)
- 2) Trees Inventory and Maintenance web service
- 3) Street Signs Inventory and Maintenance web service
- 4) Street Lights Inventory and Maintenance web service

- 5) Storm Drain Inventory and Maintenance web service
- 6) Underground Services Alert web service
- 7) Internal GIS Planning Information Lookup web viewer

In addition to the above applications, there are many more mapping applications that will be developed for the City by the GIC. These web services are compatible across all computing devices.

FISCAL IMPACT

The funds for this project will come from the Technology Cost Recovery Fund (135-6410-5141). The current fund balance is \$27,494.

Geographic Information Center (GIC):	\$5,000 First 6 Months (already budgeted)
	<u>\$5,000 Additional 6 Months</u>
	\$10,000 Total Annual Cost

RECOMMENDATION

Adopt Resolution No. 8542 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, CHICO, IN THE AMOUNT OF \$10,000, RELATING TO THE HOSTING OF THE CITY’S GEOGRAPHICAL INFORMATION SYSTEMS – (Agreement No. 3130-1).

ATTACHMENTS

Resolution No. 8542
Agreement No. 3130-1

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**CITY OF OROVILLE
RESOLUTION NO. 8542**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESIONAL SERVICES AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, CHICO, IN THE AMOUNT OF \$10,000, RELATING TO THE HOSTING OF THE CITY'S GEOGRAPHICAL INFORMATION SYSTEMS

(Agreement No. 3130-1)

1. The Mayor is hereby authorized and directed to execute an Amendment to the Professional Services Agreement with California State University, Chico relating to the hosting of the City's Geographical Information Systems. A copy of the Amendment 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 regular meeting on August 16, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION

Agreement is hereby made between the CSU, Chico Research Foundation (FOUNDATION), on behalf of the Geographical Information Center (GIC), and the City of Oroville (CLIENT) according to the following terms, conditions and provisions:

Identity of Client:

Don Rust, Acting City Administrator
City of Oroville
530.538.2433 (office)
rustdl@cityoforoville.org

Foundation:

The CSU, Chico Research Foundation
California State University
Chico, CA 95929-0870

Contact person for Contractual Matters:

John Miner, Contracts Officer
Office of Sponsored Programs
530.898.5700 (office)

Contact person for Project Matters:

Jason Schwenkler, Director
Geographical Information Center
530.898.4372 (office)
530.898.6781 (fax)
jschwenkler@csuchico.edu

*Agreement with CSU, Chico Research Foundation (City of Oroville)
GIS Services 2016-2017 Fiscal Year*

City of Oroville GIS Maintenance Workscope:

CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following:

FOUNDATION will:

Scope:

The Geographical Information Center (GIC), a program of the non-profit California State University, Chico Research Foundation, agrees to maintain an ArcSDE Enterprise RDBMS, maintain a public Planning Information Lookup web mapping application, maintain a Notification Mailings web mapping application, maintain various web services in support of the City's TRAKiT permitting system, maintain custom scripts and data processing tools, and provide general GIS support through the end of the 2016 fiscal year.

The specific tasks are as follows:

- *Maintain ArcSDE Enterprise RDBMS for data storage and access;*
- *Maintain the City's public facing GIS Planning Information Lookup web viewer layers to include addresses, parcels, land use, zoning, and infrastructure information as provided by the City;*
- *Maintain the City's Notification Mailings web application layers to include addresses, roads and parcels;*
- *Maintain various web services in support of the City's TRAKiT permitting system;*
- *Maintain various custom scripts and data processing tools;*
- *Provide general GIS support on an as-needed basis;*

The fixed price contract in a not-to-exceed amount of **\$10,000** will extend from **July 1, 2016, through June 30, 2017,** and is paid from funds as otherwise determined appropriate by the City of Oroville.

Contact Information:

GIC:

Jason Schwenkler, Director, Geographical Information Center, California State University, Chico, CA 95929-0327; 530.898.4372; jschwenkler@csuchico.edu.

City of Oroville:

Don Rust, Acting City Administrator; 530.538.2433 (office); rustdl@cityoforoville.org.

Terms of Payment:

As compensation for FOUNDATION's service, CLIENT shall pay FOUNDATION a fixed fee of **\$10,000** due and payable upon completion of the work.

Independence:

FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, FOUNDATION shall, at FOUNDATION's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by FOUNDATION except as otherwise specified herein.

Insurance:

FOUNDATION assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for FOUNDATION's protection in connection with work under this Agreement.

Indemnity:

Each party agrees to indemnify, defend, and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this Agreement. With respect to Foundation as Indemnitee, Foundation is defined as The CSU, Chico Research Foundation, California State University, Chico, the Trustees of the California State University and their respective officers, employees, volunteers and agents.

Ownership:

CLIENT will assume ownership of deliverables upon delivery by FOUNDATION. FOUNDATION may use deliverables and any working papers for its own purposes.

Termination Without Cause:

With reasonable cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

Choice of Law:

Any dispute related to this Agreement shall be decided in accordance with the laws of the State of California.

*Agreement with CSU, Chico Research Foundation (City of Oroville)
GIS Services 2016-2017 Fiscal Year*

Terms of Agreement:

This is the entire Agreement of the parties and cannot be modified orally. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in force. This Agreement may be supplemented or amended only in writing by agreement of authorized representatives of the parties.

This Agreement becomes effective upon signature of both parties.

FOUNDATION:

John Miner

Printed Name of Foundation's Signatory:

BY: _____
Signature

Date: _____

CLIENT:

Linda L. Dahlmeier, Mayor

BY: _____
Signature

Date: _____