**OROVILLE CITY COUNCIL**
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**February 04, 2025**
**REGULAR MEETING**
**CLOSED SESSION 4:00 PM**
**OPEN SESSION 4:30 PM**
**AGENDA**

**PUBLIC ACCESS AND PARTICIPATION**

Please review the options below for ways to participate or observe the Council Meetings.

**To Observe the Meeting:**

1. Live Feed: https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/
2. Zoom Link: https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

**To Provide Comment to the Council:**

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day before the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

**If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, *please submit the form prior to the conclusion of the staff presentation for that item.*** Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b))**. Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

# CALL TO ORDER / ROLL CALL

Council Members: Tracy Johnstone, Chuck Reynolds, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

# CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957, the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position title: Department Heads and Contract employees.

2. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units

# OPEN SESSION

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

# PRESENTATIONS AND PROCLAMATIONS

## 1. SWEARING IN OF NEW OFFICERS

Interim Chief of Police Jason Wines will swear in the new officers of the Oroville Police Department.

**ACTION REQUESTED -**

**ACCEPT FOR INFORMATION.**

## 2. SOUTHSIDE SIDEWALK INITIATIVE

At the request of Council Member Goodson and Mayor Pittman, Council Member Goodson will provide a presentation on a sidewalk initiative in South Oroville.

**ACTION REQUESTED –**

**ACCEPT FOR INFORMATION; AND**

**PROVIDE DIRECTION TO STAFF.**

# PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

# REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

# CONSENT CALENDAR

Consent calendar **items 1 - 6** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

## 1. BROOKDALE DRIVE EMERGENCY CULVERT REPAIR

The City Council shall consider adopting a resolution regarding an emergency repair completed on two 48" corrugated metal culverts on Brookdale Drive.

**ACTION REQUESTED -**

**ADOPT RESOLUTION NO. 9343 AND AUTHORIZE A BUDGET ADJUSTMENT FROM THE CONTINGENCY FUND IN THE AMOUNT OF $71,288.00 INTO FUND 1001170 FOR STORM DRAIN MAINTENANCE. (5/7 VOTE REQUIRED)**

## 2. APPROVAL OF RESOLUTION ACCEPTING ALL DEEDS OFFERED BY DEDICATION FOR PUBLIC USE WITHIN THE MISSION OLIVE RANCH SUBDIVISION

The City Council shall consider approving a resolution accepting all deeds offered by dedication for public use within the Mission Olive Ranch Subdivision.

**ACTION REQUESTED -**

**APPROVE RESOLUTION NO. 9344 AND AUTHORIZE THE MAYOR TO SIGN.**

## 3. RESOLUTION IMPLEMENTING CALFIRE 66-HOUR WORKWEEK

On November 5, 2024, the City Council directed staff to bring back a contract amendment to the CAL FIRE contract, reducing the current workweek from 72 hours to 66 hours. This amendment will result in an annual increase in contract costs of approximately $693,067. It is estimated that the change in workweek will increase costs by approximately $335,527 this fiscal year.

**ACTION REQUESTED -**

**APPROVE RESOLUTION NO. 9345 RATIFYING CONTRACT AMENDMENT TO THE CALFIRE CONTRACT INCREASING MAXIMUM AMOUNT PAYABLE (BY APPROXIMATELY $335,527 – BRINGING TOTAL CONTRACT TO $5,431,753 FOR FISCAL YEAR 2024/25) ASSOCIATED WITH TRANSITIONING FORM A 72 HOUR WORKWEEK TO A 66 HOUR WORKWEEK.**

## 4. EVENT COORDINATOR FEE FOR GONZALO "PEEWEE" CURIEL / EXPERIMENTAL AIRCRAFT ASSOCIATION CHAPTER 1112 FOR CITY AIRPORT FLY IN EVENTS

On behalf of Council Member(s) Webber, Johnstone, and Goodson City Council shall consider a financial contribution of $5,000 to the Oroville Experimental Aircraft Association (EAA) / Gonzalo "Peewee" Curiel to be used to offset costs associated with City Fly In events at the City Airport.

**ACTION REQUESTED -**

**APPROVE A $5000 CONTRIBUTION TO EXPERIMENTAL AIRPORT ASSOCIATION / GONZALO "PEEWEE" CURIEL IN SUPPORT OF CITY FLY IN EVENTS AT THE CITY AIRPORT.**

## 5. AUTHORIZATION FOR MAYOR TO SIGN CONTRACT WITH CMA PAINTING INC. FOR THE LOTT HOME PAINTING AND DRY ROT REPAIR PROJECT

The City Council shall consider authorizing the Mayor to sign an agreement with CMA Painting Inc. for the Lott Home Painting and Dry Rot Repair Project.

**ACTION REQUESTED -**

**AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT WITH CMA PAINTING INC. FOR THE LOTT HOME PAINTING AND DRY ROT REPAIR PROJECT.**

## 6. APPROVAL OF CITY COUNCIL MEETING MINUTES

The City Council shall consider approving the minutes of 01.07.2025 Special Meeting, 01.07.2025 Regular Meeting and 01.21.2025 Regular Meeting.

**ACTION REQUESTED -**

**APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.**

# REGULAR BUSINESS

## 7. AGREEMENT WITH CATALIS FOR CUSTOMER ENGAGEMENT – 311 COMMUNICATION SYSTEM

The City of Oroville desires to implement a new community engagement tool known as a 311 system. This system will enhance communication between the City and its residents by providing an efficient platform for reporting and addressing community issues, such as maintenance requests, service inquiries, and non-emergency concerns. After a thorough evaluation of multiple proposals, Catalis has been selected as the service provider for the new 311 system.

**ACTION(S) REQUESTED -**

1. **APPROVE THE SELECTION OF CATALIS AS THE SERVICE PROVIDER FOR THE CITY'S 311 SYSTEM; AND**
2. **AUTHORIZE THE CITY ADMINSTRATOR TO EXECUTE THE NECESSARY AGREEMENTS AND OVERSEE THE IMPLEMENTATION PROCESS.**

## 8. PRESENTATION FROM ALL AMERICAN WELDING FOR NEW SAFETY FENCING FOR TABLE MOUNTAIN BLVD

The City Council shall consider authorizing the execution of an agreement with All American Welding for the design and construction of fencing for Table Mountain Blvd.

**ACTION REQUESTED -**

**REVIEW AND PROVIDE DIRECTION TO PUBLIC WORKS STAFF REGARDING THE FENCING CONCEPTS AND CONSTRUCTION OF FENCING.**

## 9. APPROVAL OF CONTRACT FOR CODE AND COST ANALYSIS OF 2000 CHALLENGER AVENUE FOR CONVERSION TO A SECOND PUBLIC SAFETY FACILITY WITHIN THE CITY

The City Council shall consider approving the contract with David Griffith Architects for services related to Code and Cost Analysis of converting 2000 Challenger Avenue to a public safety facility.

**ACTION REQUESTED -**

**APPROVE THE CONTRACT FOR 2000 CHALLENGER AVENUE ANALYSIS AND AUTHORIZE THE MAYOR TO SIGN.**

## 10. APPROVAL OF DIGITAL SIGNATURE POLICY

The City Council shall consider adopting a digital signature policy. The City of Oroville currently relies on traditional wet signatures for most of its documentation, including contracts, agreements, and other official records. The increasing shift towards digitalization has prompted the need for a secure, efficient, and legally recognized method for electronic signatures. Implementing a Digital Signature Policy will enable the City to leverage technology to improve workflow, reduce paper usage, and expedite processes.

**ACTION REQUESTED -**

**APPROVE THE PROPOSED DIGITAL SIGNATURE POLICY, ADOPT RESOLUTION NO. 9342 AND AUTHORIZE THE MAYOR TO SIGN.**

# PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

**None this meeting.**

## PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

## FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

## ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on February 18, 2025 at 4:00PM.

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

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

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **JASON WINES, CHIEF OF POLICE**

**RE:** **SWEARING IN OF NEW OFFICERS**

**DATE:** **FEBRUARY 4, 2025**

## SUMMARY

Chief of Police Jason Wines will swear in the new officers of the Oroville Police Department.

## DISCUSSION

Chief of Police Jason Wines will swear in the new officers of the Oroville Police Department by administering them their Oaths of Office.

The swearing-in serves to:

- Formally induct new officers into the police force.
- Reinforce the commitment to upholding law and order.
- Foster a sense of unity and morale among the new recruits and existing staff.

## FISCAL IMPACT

None

## ACTION REQUESTED -

**ACCEPT FOR INFORMATION.**

## ATTACHMENTS

None

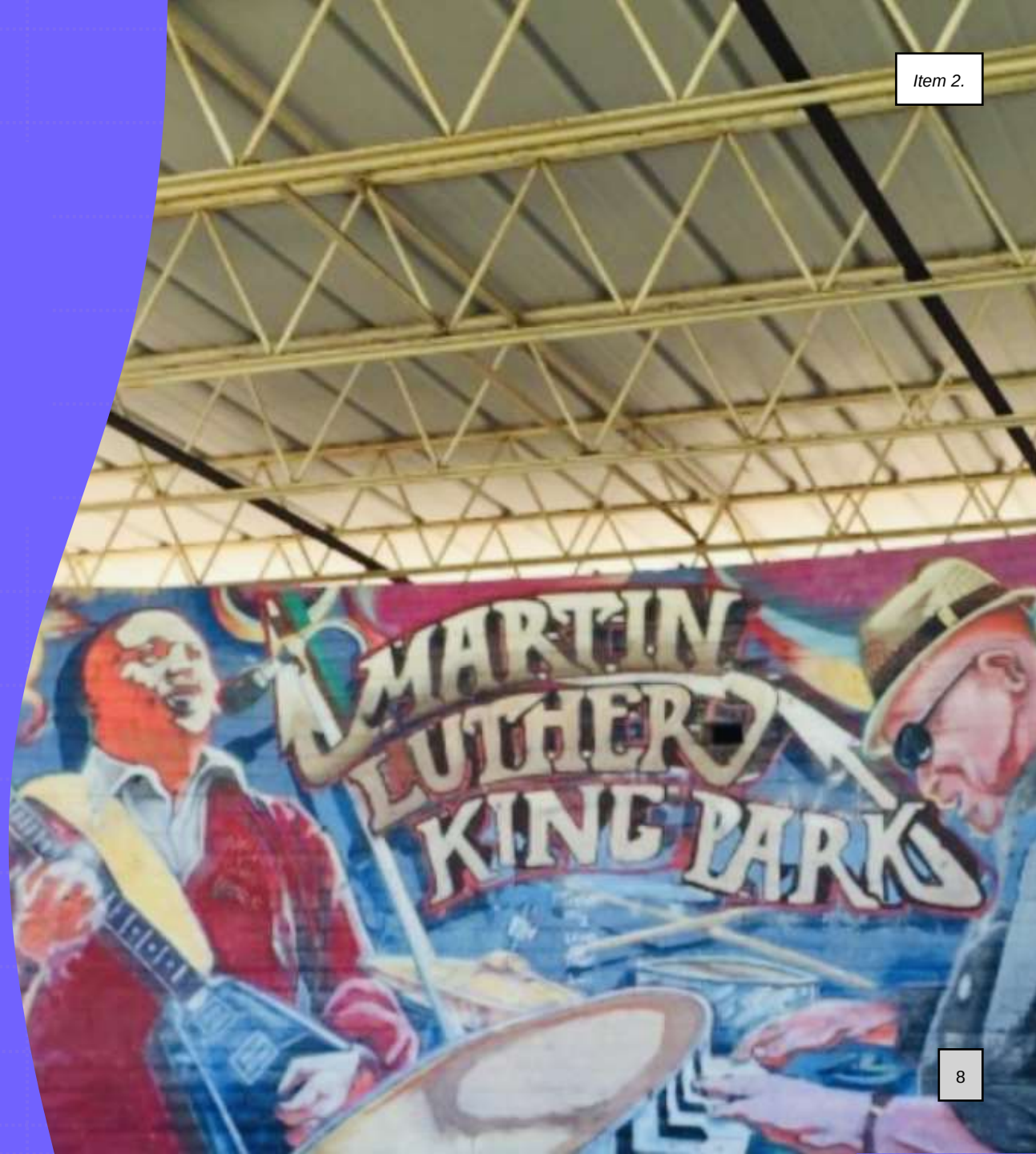
# Southside Oroville Sidewalk

**Initiative**
**Federal Highway Administration/Active Transportation Infrastructure Investment Program Grant**

**Grant Amount: $100,000 - $15,000,000**
**Match: 20%**
**Deadline: June 2025**

***Presenter/Councilor, Janet Goodson***

***Southside/District E***



# Southside **Community** Objective

**Southside Community Key Focus:** The primary objective is to ensure safe and connected sidewalks for school-aged children in Southside Oroville, particularly on Burlington and Spencer Streets, which are critical routes for students aged 5-15 years old who walk to and from school daily by themselves or with parents, grandparents or guardians.

# Southside Community Safety Concerns

**Both Burlington and Spencer Streets** lack sidewalks, posing significant safety risks for children walking to school. Constructing sidewalks in critical areas leading to schools is crucial. The absence of sidewalks forces children to walk on busy road shoulders, increasing the risk of pedestrian-vehicle accidents, especially during the rainy seasons when paths to the both schools, The Studios @ Central and the Wyandotte Academy become unsafe.

# Southside **Accessibility** Concerns

**Accessibility:** Sidewalks improve the accessibility of schools and other essential services for all community members, including those with disabilities. Parts of Southside and, as shown here, pictures on Spencer Street have missing segments of sidewalks that make it  difficult for wheelchair users or individuals with mobility issues to navigate the area safely. Safe and accessible sidewalks are crucial in ensuring all children have equal opportunities to attend school and participate in community activities without hindrance.

# Southside **Community** Health & Well-Being

**Health & Well-Being:** Investing in sidewalk infrastructure boosts the overall community well-being. It fosters a more walkable and connected neighborhood, which can encourage social interactions, community engagement, and a sense of safety.

The lack of safe walkways affects the physical and mental well-being of children. Having to navigate unsafe paths is stressful and physically exhausting for young students. When children and their families feel safe walking to school, it enhances their **quality of life** and strengthens community bonds.

# Southside **Community** Economic Benefits

Economic Benefits: Enhancing sidewalk infrastructure increases foot traffic to local businesses, revitalizes neighborhoods, and raises property values and pride of ownership.

It also supports educational equity by providing all children with safe access to school, ensuring regular attendance and punctuality.

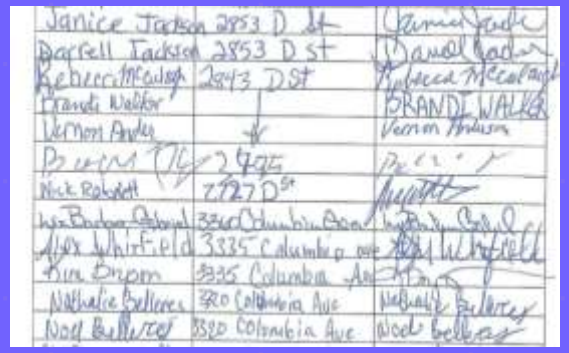
Southside
# Sidewalks Initiative Aligns with ATIIP Goals

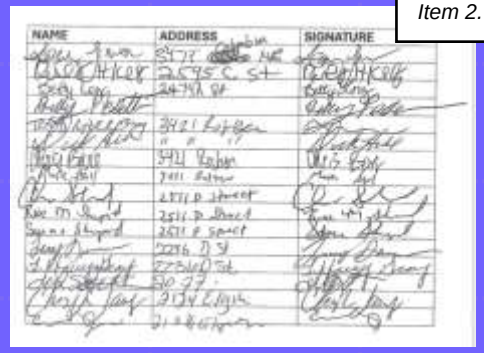


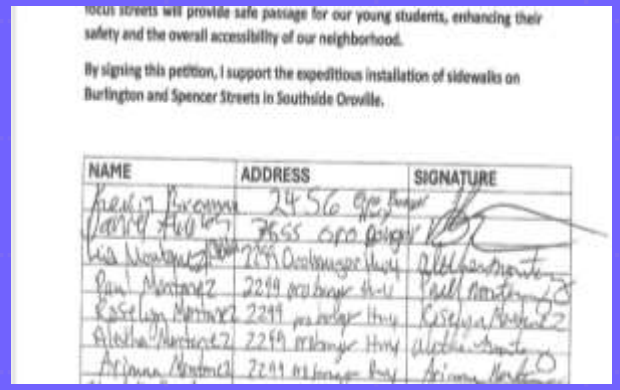
## ATIIP Goals: Meets Grant Eligibility Criteria

1. **Connect active-transportation systems:** Safe and continuous sidewalks in Southside Oroville for accessible walking paths
2. **Reduces accidents and fatalities:** Reducing accident risks and supporting ATIIP's goal of decreasing road fatalities, accidents and injuries.
3. **Improves community economy:** Investing in sidewalks boosts safety, attracts foot traffic to businesses, fosters vibrant community, and strengthens the neighborhood's economy.
4. **Offers transportation options**: The project enhances pedestrian infrastructure, promotes walking, and supports ATIIP's goal of equitable transport options for the community
5. **Decreases greenhouse emissions:** Safe sidewalks encourage walking, reducing car use and cutting greenhouse gas emissions. This supports ATIIP's goal of a sustainable, healthy environment.

# Southside **Community** Support



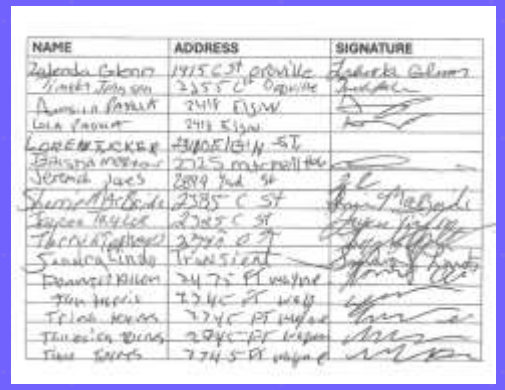


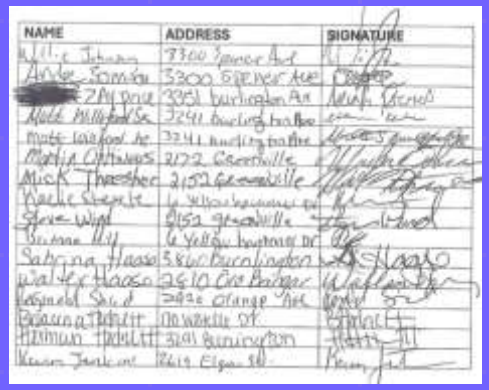


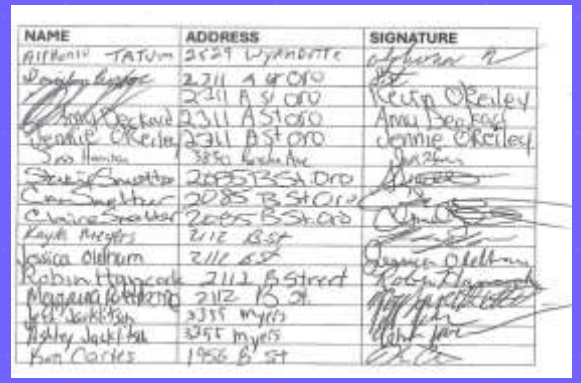
focus streets will provide safe passage for our young students, enhancing their safety and the overall accessibility of our neighborhood.

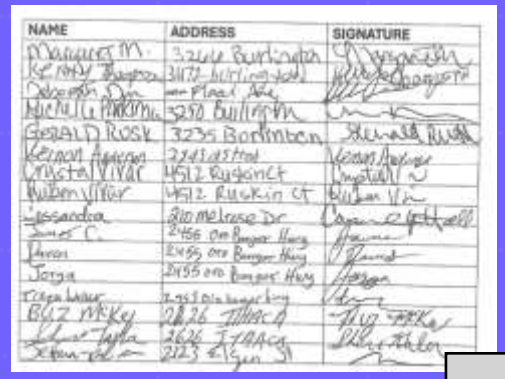
By signing this petition, I support the expeditious installation of sidewalks on Burlington and Spencer Streets in Southside Oroville.

| NAME | ADDRESS | SIGNATURE |
|---|---|---|









Thank you to Director, Elder Duane ‘Tiger’ Jones of the Oroville Boxing Club, the African American Family & Cultural Center for their assistance in acquiring well over 200 signatures from community residents to support this Southside Sidewalk Initiative.

Thank you, Mayor, Vice Mayor and Council for considering this important initiative.

# CITY OF OROVILLE
# STAFF REPORT

**TO:** MAYOR PITTMAN & COUNCIL MEMBERS

**FROM:** FRED MAYO, DIRECTOR OF PUBLIC WORKS

**RE:** BROOKDALE DRIVE EMERGENCY CULVERT REPAIR

**DATE:** FEBRUARY 4, 2025

## SUMMARY

The City Council shall consider adopting a resolution regarding an emergency repair completed on two 48” corrugated metal culverts on Brookdale Drive.

## DISCUSSION

Approximately 200 feet south of the intersection of Brookdale Drive and Foothill Blvd. is a large 48-inch culvert system that runs under Brookdale Drive from east to west. The culvert consists of two corrugated metal pipe (CMP) sections on each end, and reinforced concrete pipe (RCP) under the main road.

During the heavy rainstorm in late November 2024, City staff observed water flowing out of the drop inlet and over the road shoulder on the downstream side of the culvert at Brookdale Drive. Upon further inspection, it was found that the upstream CMP had detached from the headwall, and the downstream culvert had collapsed (photos attached). It was suspected that the culvert had rusted through at the bottom, causing the collapse. The damaged downstream culvert allowed material from between the road shoulder and headwall to wash downstream, exposing a South Feather Water and Power water main.

With winter approaching, City staff contacted Duke Sherwood Contracting, who was able to quickly respond and make repairs. Work began on January 2, 2025, and was completed January 7, 2025. The total cost of the repair was $71,288.00, and the work was completed on a Time and Materials basis.

**FISCAL IMPACT**

Budget Adjustment from the Contingency Fund in the amount of $71,288.00 into Fund 1001170 for Storm Drain Maintenance.

**ACTION REQUESTED -**

ADOPT RESOLUTION NO. 9343 AND AUTHORIZE A BUDGET ADJUSTMENT FROM THE CONTINGENCY FUND IN THE AMOUNT OF $71,288.00 INTO FUND 1001170 FOR STORM DRAIN MAINTENANCE. (5/7 VOTE REQUIRED)

**ATTACHMENTS**

1. Resolution No. 9343
2. Photos
3. Duke Sherwood Contracting Invoice

# CITY OF OROVILLE
# RESOLUTION NO. 9343

**A RESOLUTION OF THE OROVILLE CITY COUNCIL CONFIRMING AN EMERGENCY THAT REQUIRED IMMEDIATE REPAIR OF A BROKEN 48-INCH STORM DRAIN CULVERT ON BROOKDALE DRIVE.**

**WHEREAS,** during the large rainstorm event in November 2024 City staff noted water coming out of the drop inlet and over the road shoulder on the downstream side of the culvert at Brookdale Dr.; and

**WHEREAS**, prompt action was required to assess and repair the damaged storm drain structure; and

**WHEREAS**, it was found that the upstream corrugated metal pipe had rusted through and tore away from the upstream headwall; and

**WHEREAS,** it was found that the downstream corrugated metal pipe had rusted through and collapsed beneath the weight of the material in the shoulder of the road, exposing a 12-inch South Feather Water Power water main; and

**WHEREAS**, an open condition presented a threat to the public's safety and City infrastructure; and

**WHEREAS**, a replacement to the 48-inch corrugated metal pipe on the upstream and downstream sides of Brookdale Drive was determined by licensed engineers to be necessary in order to ensure a safe and reliable repair; and

**WHEREAS**, the scope of the needed repairs exceeded the capability of City equipment and City staff; and

**WHEREAS**, for the above reasons, the City Engineer and Director of Public Works, authorized the emergency retention of Duke Sherwood Contracting, Inc. to make the necessary repairs; and

**WHEREAS**, Duke Sherwood Contracting, Inc. began construction and repair work on 1/2/2025 and continued repair work until project completion on 1/7/2025; and

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. The City Council further finds that during this emergency the public interest and necessity required the immediate expenditure of funds to repair or replace a public facility, and to take any directly related and immediate action required by the emergency and to procure the necessary equipment, services, and supplies.
3. The City Council further finds that the above-described emergency was below $75,000 and therefore compliant with the California Uniform Construction Cost Accounting Act and did not require a competitive solicitation for bids.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting on February 4, 2025, by the following vote:

**CITY OF OROVILLE**
**RESOLUTION NO. 9343**

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

Collapsed 48” Culvert below Brookdale Dr. 12/13/2024

Material washing out between road shoulder and culvert headwall exposing SFWP water main. 12/13/24

Duke Sherwood creating a sandbag dam in drainage canal to bypass water and using a vacuum truck to remove sediment around exposed gas line. 1/2/25

Vacuum truck removing sediment on north side (downstream) of Brookdale Dr. 1/2/25

Forms and straps placed to support weight of SFWP water main and Drop Inlet while material was vacuumed below. 1/2/25

Material in south side (upstream side) of Brookdale Dr. removed to prepare for installation of new culvert. 1/2/25

New culvert installed, grout being placed, and popcorn mix being compacted. 1/2/25

Removal of culvert on north side (downstream side). 1/2/25

New culvert installed and grouted. 1/6/25

Date: 1/16/2025
Time: 1:00PM

**Job Number:** 162-24

**Oroville, City Of**

## Invoice for:

**Brookdale Culvert Emergency Repair [T+M]**

from

**Duke Sherwood Contracting Inc.**
495 Stimpson Rd, Oroville, CA 95965
(530) 846-2710
License: 327827 Type: A

| | Item | Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|---|
| **01** | | **T+M Daily Work Reports** | | | | |
| | 01.01 | 1.2.25 Daily Work Report | 1.00 | LS | 54,387.0000 | 54,387.00 |
| | 01.02 | 1.3.25 Daily Work Report | 1.00 | LS | 528.0000 | 528.00 |
| | 01.03 | 1.6.25 Daily Work Report | 1.00 | LS | 15,774.0000 | 15,774.00 |
| | 01.04 | 1.7.25 Daily Work Report | 1.00 | LS | 599.0000 | 599.00 |
| | | | | | Total: | 71,288.00 |
| | | | | | **Total:** | **71,288.00** |

√ = Locked Bid-Item

! = Zero Total Price

Attachment Enclosed

Run by: Doug Sherwood
Estimator: Peyton Sherwood

# Duke Sherwood Contracting Inc.

## Job Conditions - Attachment 'A'

Brookdale Culvert Emergency Repair [T+M]

Thank you for giving Duke Sherwood Contracting Inc. the opportunity to offer our services.

INCLUSIONS:

01.) This DSC Invoice represents the cost of the work that was completed, and tracked, on a T+M basis from 1/2/25 to 1/7/25. Please see the executed/signed Daily Work Reports attached to this invoice package below for your records. Reference the "Major Items of Work Completed" section of the Daily Work Reports for a better understanding of what scope was completed each day. You will also notice that we have attached copies of the project receipts and invoices for your reference.

EXCLUSIONS:

GRADING
SEWER
STORM DRAIN
WATER
SUBGRADE
FINISH GRADE
PAVE
SEAL COAT
STRIPING & SIGNS
LANDSCAPING
SWPPP
PERMITS
FEES
ENGINEERING
SURVEYING
BONDS

Thank you,

Peyton Sherwood
DIR#:1000007768

**Duke Sherwood Contracting, Inc.**
GENERAL ENGINEERING CONTRACTOR
CA #327827 · NV #43855
495 Stimpson Road · Oroville, CA 95965
Phone (530) 533-2710 · FAX (530) 846-6760

# DAILY WORK REPORT

DATE: 1/2/25

PROJECT: 162-24-Brookdale Culvert Emergency Repair

WEATHER: Sunny/Wet on-site conditions

| | TYPE EQUIPMENT | HRS. | LABOR CLASSIFICATION | HRS. |
|---|---|---|---|---|
| 1 | CAT 420 Backhoe | 12.5 | Doug S. (Foreman) | 12.5 |
| 2 | DSC Bobtail | 11 | Michael S. (Laborer) | 11 |
| 3 | Vac-Truck | 9.5 | Donald S. (Operator) | 12.5 |
| 4 | 3" Trash Pump | 12.5 | Joe T. (Laborer) | 12.5 |
| 5 | 2" Trash Pump | 12.5 | Jacob F. (Laborer) | 12.5 |
| 6 | Air Compressor/Jack Hammer | 1 | Sebastian K. (Laborer) | 12.5 |
| 7 | Cresco Light Tower | LS | Marcus S. (Truck Driver) | 9.5 |
| 8 | DSC Portable Toilet | 12.5 | Niko C. (Laborer) | 12.5 |
| 9 | | | Peyton S. (Laborer) | 3 |
| 10 | Dodge Ram 3500 Service Truck | 12.5 | | |
| 11 | Dodge Ram 3500 Service Truck | 12.5 | | |
| 12 | Ford F250 Service Truck | 12.5 | | |
| 13 | Dodge Ram 4500 Service Truck | 12.5 | | |
| 14 | Ford F550 Service Truck w. Crane | 12.5 | | |
| 15 | Ford F150 Work Truck | 3 | | |

MAJOR ITEMS OF WORK COMPLETED:

-Set up bypass pumping to divert the creek water-flow out of the work area. Removed & replaced the (E) CMP at both ends of the culvert with (N) 42" Ductile Iron pipe. Placed Popcorn mix and slurry for our backfill material against the (N) sections of 42" D.I.. Formed the West SDDI to allow for a proper backfill section. Light tower was needed, along with DSC's air compressor trailer.

PURCHASED MATERIALS:

Home Depot materials [Ref. attached receipts]
Popcorn Mix [Ref. attached invoice from Matthews Readymix]
42" Ductile Iron Pipe [20 LF]
3/4" Class II AB [(7) tons]

REMARKS:

SIGNED Peyton Sherwood

**Duke Sherwood Contracting, Inc.**
GENERAL ENGINEERING CONTRACTOR
CA #327827 · NV #43855

495 Stimpson Road · Oroville, CA 95965
Phone (530) 533-2710 · FAX (530) 846-6760

# DAILY WORK REPORT

DATE: 1/3/25

PROJECT: 162-24-Brookdale Culvert Emergency Repair

WEATHER: Rainy/Wet on-site conditions

| | TYPE EQUIPMENT | HRS. | LABOR CLASSIFICATION | HRS. |
|---|---|---|---|---|
| 1 | Dodge Ram 3500 Service Truck | 1 | Donald S. (Foreman) | 1 |
| 2 | | | Sebastian K. (Laborer) | 1 |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |

MAJOR ITEMS OF WORK COMPLETED:

-Attempted to mortar the West side headwall structure. Due to the rainy weather conditions and increased water-flow through the culvert, we had to shut down operations for the day.

PURCHASED MATERIALS:

Home Depot materials [Ref. attached receipts]

REMARKS:

SIGNED Peyton Sherwood

**Duke Sherwood Contracting, Inc.**
GENERAL ENGINEERING CONTRACTOR
CA #327827 · NV #43855

495 Stimpson Road · Oroville, CA 95965
Phone (530) 533-2710 · FAX (530) 846-6760

# DAILY WORK REPORT

DATE: 1/6/25

PROJECT: 162-24-Brookdale Culvert Emergency Repair

WEATHER: Sunny/Wet on-site conditions

| | TYPE EQUIPMENT | HRS. | LABOR CLASSIFICATION | HRS. |
|---|---|---|---|---|
| 1 | Vac-Truck | 9.75 | Doug S. (Foreman) | 9 |
| 2 | 3" Trash Pump | 9 | Donald S. (Operator) | 9 |
| 3 | 2" Trash Pump | 9 | Joe T. (Laborer) | 9 |
| 4 | DSC Portable Toilet | 9 | Jacob F. (Laborer) | 9 |
| 5 | DSC Dump Trailer | 2 | Marcus S. (Truck Driver) | 9.75 |
| 6 | | | Mark F. (Laborer) | 8 |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | Dodge Ram 3500 Service Truck | 9 | | |
| 11 | Dodge Ram 3500 Service Truck | 9 | | |
| 12 | Ford F250 Service Truck | 9 | | |
| 13 | Dodge Ram 4500 Service Truck | 9 | | |
| 14 | Ford F250 Service Truck | 8 | | |
| 15 | | | | |

MAJOR ITEMS OF WORK COMPLETED:

-Excavated erosion areas at the West SDDI caused by debris build up within the culvert during the 1/3/25 rain event. Placed brick and mortar to replace the base of the (E) SDDI. Utilized 2 sack sand slurry for our backfill material against the SDDI & 42" D.I.

PURCHASED MATERIALS:

Home Depot materials [Ref. attached receipts]
2 Sack Sand Slurry U-Tote [Ref. attached Del-Mar invoice]
24"-48" Back Plug [Ref. attached Plug-It Products invoice]

REMARKS:

SIGNED Peyton Sherwood

**Duke Sherwood Contracting, Inc.**
GENERAL ENGINEERING CONTRACTOR
CA #327827 · NV #43855

495 Stimpson Road · Oroville, CA 95965
Phone (530) 533-2710 · FAX (530) 846-6760

# DAILY WORK REPORT

DATE: 1/7/25

PROJECT: 162-24-Brookdale Culvert Emergency Repair

WEATHER: Sunny

| | TYPE EQUIPMENT | HRS. | LABOR CLASSIFICATION | HRS. |
|---|---|---|---|---|
| 1 | Ford F250 Service Truck | 4 | Mark F. (Laborer) | 4 |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |

MAJOR ITEMS OF WORK COMPLETED:

-Returned the 24"-48" Back Plug that was rented specifically for this emergency work.

PURCHASED MATERIALS:

REMARKS:

SIGNED Peyton Sherwood

How doers get more done.

2150 3RD STREET
OROVILLE, CA 95965 (530)538-0521

8975 00002 30300 01/02/25 02:08 PM
SALE CASHIER JENNA

860007307805 TUB <A> 7.88
SMALL MORTAR TUB
731919241221 LARGE/X-LARG <A>
HDX REUSABLE PVC LONG CUFF L/XL
4@9.43 37.72
026703055550 HOMER BUCKET <A>
5 GAL BUCKET-HOMER LOGO (ORANGE)
2@3.98 7.96
NLP Savings $1.00
727096301551 RAPID CEMENT <A>
55LB RAPID SET CEMENT ALL
9@26.75 240.75

SUBTOTAL 294.31
SALES TAX 24.28
TOTAL $318.59
XXXXXXXXXXXX1947 HOME DEPOT
USD$ 318.59
AUTH CODE 002053/9022526 TA
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2710 SUMMARY
THIS RECEIPT PO/JOB NAME: c of o

2025 PRO XTRA SPEND 01/01: $0.00

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

8975 01/02/25 02:08 PM
8975 02 30300 01/02/2025 1761

RETURN POLICY DEFINITIONS

| POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|
| 11 | 365 | 01/02/2026 |

How doers get more done.

2150 3RD STREET
OROVILLE, CA 95965 (530)538-0521

8975 00004 24747 01/03/25 07:24 AM
SALE CASHIER SUSAN

039645100455 50# FAST SET <A>
50LB QUIKRETE FAST-SET CONCRETE
3@6.64 19.92
727096301551 RAPID CEMENT <A>
55LB RAPID SET CEMENT ALL
5@26.75 133.75

SUBTOTAL 153.67
SALES TAX 12.68
TOTAL $166.35
XXXXXXXXXXXX1947 HOME DEPOT
USD$ 166.35
AUTH CODE 003565/8044445 TA
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2710 SUMMARY
THIS RECEIPT PO/JOB NAME: C OF C

2025 PRO XTRA SPEND 01/02: $393.57

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

8975 01/03/25 07:24 AM
8975 04 24747 01/03/2025 0090

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 11 | 365 | 01/03/2026 |

How doers get more done.

2150 3RD STREET
OROVILLE, CA 95965 (530)538-0521

8975 00004 33292 01/06/25 02:20 PM
SALE CASHIER REBECCA

727096301551 RAPID CEMENT <A>
55LB RAPID SET CEMENT ALL
4@26.75 107.00

SUBTOTAL 107.00
SALES TAx 8.83
TOTAL $115.83

XXXXXXXXXXXX2511 HOME DEPOT
USD$ 115.83
AUTH CODE 006915/5044745 TA
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2710 SUMMARY
THIS RECEIPT PO/JOB NAME: CITY OF OROVILLE

2025 PRO XTRA SPEND 01/05: $856.34

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

8975 01/06/25 02:20 PM
8975 04 33292 01/06/2025 5878

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 11 | 365 | 01/06/2026 |

How doers get more done.

2150 3RD STREET
OROVILLE, CA 95965 (530)538-0521

8975 00004 23889 01/02/25 05:04 PM
SALE CASHIER DANIEL

0000-439-614 3/4 RTD SHTG <A>
0.688IN X 48IN X 96IN; CDX PLYWOOD
2@37.00 74.00
0000-999-735 CA LBR FEE <A,U>
CA LUMBER FEE
2@0.37 0.74N
073291324124 2X4-12 GDF <A>
1.5IN X 3.5IN -12FT PREMIUM FIR
2@7.64 15.28
0000-999-735 CA LBR FEE <A,U>
CA LUMBER FEE
2@0.07 0.14N
764666680265 3IN CS 1LB <A> 9.98
3" CONSTRUCTION SCREW 1 LB

SUBTOTAL 100.14
SALES TAX 8.19
TOTAL $108.33

XXXXXXXXXXXX2511 HOME DEPOT
USD$ 108.33
AUTH CODE 002122/9044416 TA
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

<U> - NON-DISCOUNTABLE ITEM

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2710 SUMMARY
THIS RECEIPT PO/JOB NAME: 16224

2025 PRO XTRA SPEND 01/01: $294.31

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

8975 01/02/25 05:04 PM
8975 04 23889 01/02/2025 7535

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 11 | 365 | 01/02/2026 |

How doers get more done™

2150 3RD STREET
OROVILLE, CA 95965 (530)538-0521

8975 00002 36547 01/06/25 09:06 AM
SALE CASHIER MATTHEW

073291324124 2X4-12 GDF <A>
1.5IN X 3.5IN -12FT PREMIUM FIR
2@7.64 15.28
0000-999-735 CA LBR FEE <A,U>
CA LUMBER FEE
2@0.07 0.14N

SUBTOTAL 15.42
SALES TAX 1.26
TOTAL $16.68
XXXXXXXXXXXX1947 HOME DEPOT
USD$ 16.68
AUTH CODE 006395/5022737 TA
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

<U> - NON-DISCOUNTABLE ITEM

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2710 SUMMARY
THIS RECEIPT PO/JOB NAME: Sea of 0

2025 PRO XTRA SPEND 01/05: $547.24

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

8975 01/06/25 09:06 AM

8975 02 36547 01/06/2025 0

RETURN POLICY DEFINI 26 ES ON
POLICY ID DAYS PO
A 11 365

How doers get more done™

2150 3RD STREET
OROVILLE, CA 95965 (530)538-0521

8975 00038 09373 01/06/25 10:10 AM
SALE CASHIER WENDY

0000-783-157 3/8X6 REBAR <A>
3/8IN X 6FT REBAR
7@4.47 31.29
727096305559 RAPID MORTAR <A>
55LB RAPID SET MORTAR MIX
8@18.51 148.08
0000-728-837 6X8X8 BLOCK <A>
6"X8"X8" GRAY LITE-WEIGHT HALF BLOCK
36@2.47 88.92
0000-728-845 6X2X16CAPBLK <A>
6"X2"X16" TOP CAP BLOCK CHKOFF
4@1.47 5.88

SUBTOTAL 274.17
SALES TAX 22.62
TOTAL $296.79
XXXXXXXXXXXX1947 HOME DEPOT
USD$ 296.79
AUTH CODE 006032/5382825 TA
Chip Read
AID A0000000049999D8400304 THD PLCC CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-2710 SUMMARY
THIS RECEIPT PO/JOB NAME: cofo

2025 PRO XTRA SPEND 01/05: $562.52

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

8975 01/06/25 10:10 AM

8975 38 09373 01/06/2025 4644

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 01/06/2026

# Invoice

Item 1.

MATHEWS READYMIX LLC
A TEICHERT FAMILY COMPANY

Mathews Readymix
PO BOX 13557
Sacramento, CA 95864

| | |
|---|---|
| Invoice #: | 5032604 |
| Invoice Date: | 01/02/2025 |
| Customer No: | 204267 |

| Customer Project Information | |
|---|---|
| Job Name: | |
| Job # / PO #: | 16224 |
| Sales Order: | 2027 |

Sold To:

DUKE SHERWOOD CONTRACTING INC
495 STIMPSON RD
OROVILLE CA 95965-9645

Ship To:

MAY BE STOCKPILING ONSIT

**Contact Information:**
CUSTOMER SERVICE: (530) 582-3600
CREDIT DEPARTMENT: (916) 484-3241

| TO VIEW AND PAY ONLINE GO TO: | https://teichert.billtrust.com/ | USE THIS ENROLLMENT TOKEN: | BSK MTD PQB |
|---|---|---|---|

| Ticket # | Material | Description | Truck # | Standard Units | Standard UM | Secondary Units | Secondary UM | Unit Price | Matl Total | Tax Code | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Ticket Date:** 01/02/2025 | | | | | | | | | | | | **Selling Location:** 443 Oroville Ready Mix Plant |
| 16031217 | 0203V | 2.0 SK POPCORN | 843 | 9.00 | CY | 6.88 | M3 | 138.00 | 1,242.00 | CA287 | 102.47 | $1,344.47 |
| 16031217 | 4026 | PREVAILING WAGE CHARGE | 843 | 1.00 | LD | 0.00 | | 150.00 | 150.00 | CA287 | 12.38 | $162.38 |
| 16031217 | 6001 | ENVFEE | 843 | 1.00 | EA | 0.00 | | 40.00 | 40.00 | CA287 | 3.30 | $43.30 |
| | | | | | | | | | | | | **$1,550.15** |
| **Product 0203V Quantity Subtotal:** | | | | **9.00** | **CY** | | | | | | | **$1,550.15** |
| **Invoice Quantity Subtotal:** | **9.00** | **CY** | | | | | | | **1,432.00** | | **118.15** | **1,550.15** |

**You can now view your invoices and statements online in addition to making payments.**

**Please find the link and token number above needed to enroll. Please contact us with any questions.**

**If mailing payment, please update the remit address to:**

**PO Box 740139**

**Los Angeles CA 90074-01239**

| | | |
|---|---|---|
| Remit Payment To:<br>c/o Credit Lockbox<br>P.O. Box 740139<br>Los Angeles, CA 90074-0139 | *Late charges shall be charged on all past due accounts at the rate of 18% per annum. Buyer agrees to pay seller's reasonable attorney's costs if legal action is commenced to collect amounts not paid when due.* | **PLEASE PAY THIS AMOUNT DUE** |
| **Net 10th Prox (MATL Sales)** | **$23.26 Discount Offered if Paid Before 02/10/2025** | **Total: $1,550.15** |

CRESCO Equipment Rentals & Affiliates

RENTAL RETURN
OROV

PAGE: 1
OUT: ORO
ORO

Item 1.

| Invoice# | Date |
|---|---|
| 6307171-0002 | 1/03/25 |
| Date and Time Out | By |
| 1/02/25 3:59 PM | PHILLIP |
| Date and Time In | By |
| 1/03/25 7:46 AM | PHILLIP |
| Phone# | Alt Phone/Cell |
| 530-624-6271 | |
| Account # | Fax# |
| 80043 | 000- |
| Drivers Lic | Payment Method |
| | |

Remit to: PO Box 2359 Livermore, CA 94551
Billing inquiries: (925)-961-0130 FAX (925) 456-9827
Customer service: 1 (800) 649-6629

CUSTOMER: DUKE SHERWOOD CONTRACTORS
495 STIMPSON RD
OROVILLE, CA 95965

P.O. #: 16224
ORDERED BY: PEYTON 530-990-2606
JOB LOCATION: CULVERT REPAIR, OROVILLE
JOB #: 16224

| QTY | RENTAL ITEMS | DESCRIPTION | MINIMUM | RENTAL RATES DAY | WEEK | 4 WEEKS | AMOUNT CHARGED |
|---|---|---|---|---|---|---|---|
| 1 | 10551904 | | 185.00 | 185.00 | 440.00 | 900.00 | 177.00 |
| | | LED LIGHT TOWER(DIESEL LONG RUN) HR OUT1 1456.00 HR IN1 1461.00 | | | | | |
| | | Make: ALLMAND Model: NIGHT-LITE GR Serial #: 37-003051 Hours: 1461.000 | | | | | |

| SALES ITEMS QTY | ITEM NUMBER | DESCRIPTION | UNIT | PRICE | DISC. % | DISC. $ | AMOUNT CHARGED |
|---|---|---|---|---|---|---|---|
| 1 | PROPTAX | | EA | 1.328 | | | 1.33 |
| | | CACC 1656.5 PROP TAX RECOVERY FEE(.75%) | | | | | |
| 1 | ENVIRONMENTAL | CHARGE | EA | 10.000 | | | 10.00 |
| | | EPA CHARGE/WASTE FEES | | | | | |

| TOTAL RENTAL AMOUNT | DELIVERY | PICK-UP | FUEL | TOTAL SALES ITEMS | SUB TOTAL | TAX | EQUIPMENT PROTECT./PLAN | MISC | LABOR/ WEAR |
|---|---|---|---|---|---|---|---|---|---|
| 177.00 | | | | | 177.00 | 8.250<br>14.60 | | 11.33 | |

| | |
|---|---|
| TOTAL CHARGES | 202.93 |
| DEPOSIT RECEIVED | |
| AMOUNT DUE OR <REFUND> | |

CREDIT/DEBIT CARDS
I agree to pay the amount shown according to the card issuer agreement.

SIGNING PERSONALLY AND FOR THE CUSTOMER: *PEYTON*

X_____



CUSTOMER COPY

CRESCO Equipment Rentals & Affiliates

# RENTAL RETURN
OROV

PAGE: 1
OUT: O
O

Item 1.

| Invoice# | Date |
|---|---|
| 6308434-0001 | 1/07/25 |
| Date and Time Out | By |
| 1/06/25 10:24 AM | PHILLIP |
| Date and Time In | By |
| 1/07/25 7:42 AM | PHILLIP |
| Phone# | Alt Phone/Cell |
| 530-624-6271 | |
| Account # | Fax# |
| 80043 | 000- |
| Drivers Lic | Payment Method |
| | |

Remit to: PO Box 2359 Livermore, CA 94551
Billing inquiries: (925)-961-0130 FAX (925) 456-9827
Customer service: 1 (800) 649-6629

CUSTOMER: DUKE SHERWOOD CONTRACTORS
495 STIMPSON RD
OROVILLE, CA 95965

P.O. #: GRIPDALE
ORDERED BY: DOUG
JOB LOCATION: GRIPDALE
JOB #:

| QTY | RENTAL ITEMS | DESCRIPTION | MINIMUM | RENTAL RATES DAY | WEEK | 4 WEEKS | AMOUNT CHARGED |
|---|---|---|---|---|---|---|---|
| 1 | 0621400 | SUCTION HOSE 3" X 20' | 25.00 | 25.00 | 57.00 | 103.00 | 25.00 |

| SALES ITEMS QTY | ITEM NUMBER | DESCRIPTION | UNIT | PRICE | DISC. % | DISC. $ | AMOUNT CHARGED |
|---|---|---|---|---|---|---|---|
| 1 | PROPTAX | CACC 1656.5 PROP TAX RECOVERY FEE(.75%) | EA | .188 | | | .19 |

| TOTAL RENTAL AMOUNT | DELIVERY | PICK-UP | FUEL | TOTAL SALES ITEMS | SUB TOTAL | TAX | EQUIPMENT PROTECT./PLAN | MISC | LABOR/ WEAR |
|---|---|---|---|---|---|---|---|---|---|
| 25.00 | | | | | 25.00 | 8.250<br>2.06 | | .19 | |

| | |
|---|---|
| TOTAL CHARGES | 27.25 |
| DEPOSIT RECEIVED | |
| AMOUNT DUE OR <REFUND> | |

CREDIT/DEBIT CARDS
I agree to pay the amount shown according to the card issuer agreement.

SIGNING PERSONALLY AND FOR THE CUSTOMER: *DOUG*

X_____



CUSTOMER COPY

DAWSON OIL
2595 S. 5th Avenue
Oroville, CA 95965
(916) 624-8284

SITE : 6
DATE :01/03/25
TIME :07:43:03am
TRAN# :1280
TYPE :DAWSON
CARD# :800197

PUMP :5
PRODUCT :Dyed ULSD 2
GALLONS :1.771 G
PRICE :3.847
TOTAL :6.81

THANK YOU!
PLEASE COME AGAIN

Item 1.

# DEL-MAR RENTAL & LANDSCAPE SUP

№ 0014500

2 YARD CAPACITY

(530) 534-7053
Visit us at: del-mar.ws
3312 ORO BANGOR HWY.
OROVILLE, CA 95966

Date: 1-6 20 25

Name: DUKE SHERWOOD

Address:

Job# BROOKDALE Phone:

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 2 Yds. | Concrete 2 SACK SAND | 190 | 380 |
| 1 | 2 SACK - SAND | | 190 |
| | | | |
| | | | |
| | | | |
| 1 | FUEL | 12 | 12 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | SUB TOTAL | |
| | FIBER ACCELERATOR DELAY | SALES TAX | 41.33 |
| TRAILER# 2 30 4/CUA | | (DEPOSIT) | |
| AUTO MAKE | LICENSE | TOTAL | 623.33 |

**IF U-TOTE IS NOT PROPERLY CLEANED AFTER USE, LESSEE AGREES TO PAY A $30.00 MIN. CLEANING CHARGE.**

In addition the lessee agrees to reimburse lessor for all cost incurred for any structural damage to a trailer, including lessee's failure to remove an excess of cement from trailer. If the equipment is used more than two hours, a fee of:
$25.00 per hour on weekdays and $40.00 per hour on weekends for the One-Yard trailer, or
$35.00 per hour on weekdays and $50.00 per hour on weekends for the Two-Yard trailer, will be charged.
The lessee acknowledges that the above equipment has been delivered to his custody and control for his own use and in consideration he agrees to pay the rental charge and sign this agreement. The lessee further agrees not to sell, loan, sublet or mortgage the leased equipment, and to return the same in as good condition as when received.

The lessee acknowledges that he has inspected said trailer, trailer hitch and safety chain, and the other items of equipment, and that he has found the trailer and hook-up safe and secure and the other equipment serviceable and he accepts same agreeing to assume all responsibility for said leased equipment while it is in his custody.

The lessee further agrees to indemnify and save the above company harmless from any liability claim or expense arising from any injury or damage to his person or property or to the persons or property that may occur while said equipment is in his custody, or as approximate result of its being in his custody. In the event of any accident the lessee agrees to make a written report to the above company. The lessee agrees to comply with all laws of the State covering the use of trailers to travel within the speed limit and to assume all responsibility for fire, theft, confiscation, conversion and all citations and penalties against said trailer while in his possession.

| Signature | License |
|---|---|
| | |

I accept full responsibility to all VEHICLE CODE restrictions and vehicle capabilities in pulling this U-TOTE

REMIT TO: PLUG-IT PRODUCTS

940 E. Pine St. Lodi, CA 95240
Phone (800) 575-8448 ~ Fax (209) 334-1671

| | | | |
|---|---|---|---|
| WEST ☐ | 940 E. Pine St. Lodi, CA 95240 Phone (209) 334-4904 Fax (209) 334-1671 | NORTH EAST ☐ | 20 Shea Way - Suite 1 Newark, DE 19713 Phone (302) 266-79 Fax (302) 266-7901 |
| SOUTH WEST ☐ | 1920 Treble Dr. - Unit B1 Humble, TX 77338 Phone (281) 540-5785 Fax (281) 540-5786 | SOUTH EAST ☐ | 2197 Canton Rd. - Suite 101 Marietta, GA 30066 Phone (678) 354-2662 Fax (678) 354-2669 |

Item 1.

**RENTED TO** DON (530)624-6271 **TICKET #**

DUKE SHERWOOD CONTRACTING, INC
495 STIMPSON ROAD
OROVILLE CA 95965

WILL CALL

Inv# 15045
Inv Date 01/10/25
Loc 999

| DL/ID # | ID1 | SHIP | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| DUKSHE | | WILL CALL | W (530) 533-2710<br>F (530) 846-6760 | **OUT** | 01/06/25 | 10:43 AM CMJ |
| **SLSP** | **PO/JOB #** | **RECEIVED BY** | | | | |
| GERARD | CITY OF OROVILLE | | | **RETURNED** | 01/07/25 | 9:00 AM CMJ |

*****FINAL***** Page: 1

| QTY | ITEM | SERIAL # | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|
| 1 | 600-2448 | P17171 | | | | 560.00 | 560.00 |
| | 24"-48" Multi-Size Back Plug | | | | | | |
| 1 | 119-20 | | | | | 63.00 | 63.00 |
| | 20' Safety Inflation Rope/Hose (3/4") | | | | | | |
| 1 | SAFMAN | SAFETY MANUAL | | | | 0.00 | 0.00 |
| | IF YOU DIDN'T RECEIVE, CALL 1-800-575-8448 ASAP. | | | | | | |

----- Payments ------

| | |
|---|---|
| **RENT** | **623.00** |
| **SALES** | **0.00** |
| **OTHER** | **0.00** |
| **DMG WAIVER** | **0.00** |
| **SME TAX** | **0.00** |
| **SALES TAX** | **51.40** |
| **DEPOSIT** | **0.00** |
| **TOTAL DUE** | **674.4** |
| **AMT BILLED** | **674.40** |

RENTAL CONVERSION TERMS:
- UP TO 1 WEEK - NO RENT
- UP TO 30 DAYS - 50% OF RENT
- PAST 30 DAYS - NO CONVERSION
- PAST DUE ACCOUNTS - NO CONVERSION

**I HAVE READ A SAFETY MANUAL, READ THE TERMS OF THIS CONTRACT FRONT AND BACK, AND AGREE TO ABIDE BY THEM:**

LESSEE X _____ DATE _____

**15-JAN-25** **10:17:34**

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN & COUNCIL MEMBERS**

**FROM:** **FRED MAYO, DIRECTOR OF PUBLIC WORKS**

**RE:** **APPROVAL OF RESOLUTION ACCEPTING ALL DEEDS OFFERED BY DEDICATION FOR PUBLIC USE WITHIN THE MISSION OLIVE RANCH SUBDIVISION**

**DATE:** **FEBRUARY 4, 2024**

## SUMMARY

The City Council shall consider approving a resolution accepting all deeds offered by dedication for public use within the Mission Olive Ranch Subdivision.

## DISCUSSION

In March 2006, Oroville City Council executed a Subdivision Improvement Agreement and Oak Tree Mitigation Agreement with Mission Olive Ranch.

The deeds accepted at that time are as follows:

1. A 20-foot wide storm drain easement along the eastern boundary of Lot 8.
2. A 20-foot wide storm drain easement through the northern portion of Lot 14.

Deeds that were not accepted at the time:

3. Lots A, B and C as shown on the map deeded for stormwater retention and other public improvements. These were not recommended for acceptance until all improvements were installed in accordance with the approved plans, and the developer demonstrated that the Lot A storm drainage facilities were clean and in good working condition.
4. A 60-foot right-of-way for Felice Court
5. A 1-foot “no access strip” across the Orange Avenue frontage of Lot 1.
6. A 1-foot “no access strip” across the Felice Court frontage of Lot 1, except for the northern 30 feet of that frontage.
7. A 10-foot wide Public Utility Easement along all lots abutting Felice Court as requested by PG&E.

All Oroville Planning Commission conditions of approval described in the Planning Commission's Resolution P-2004-10 have been fulfilled.

**FISCAL IMPACT**

None. Taxes are currently being collected from this Subdivision for maintenance.

**ACTION REQUESTED -**

APPROVE RESOLUTION NO. 9344 AND AUTHORIZE THE MAYOR TO SIGN.

**ATTACHMENTS**

1. Resolution No. 9344
2. 2006 Improvement Agreements
3. County Recorded Maps
4. Mission Olive Ranch Subdivision Drawing Set

# OROVILLE CITY COUNCIL
# RESOLUTION NO. 9344

## A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING ALL DEEDS OFFERED BY DEDICATION FOR PUBLIC USE WITHIN THE MISSION OLIVE RANCH SUBDIVISION

**WHEREAS**,

1. In March 2006, Oroville City Council executed a Subdivision Improvement Agreement and Oak Tree Mitigation Agreement with Mission Olive Ranch.

   The deeds accepted at that time are as follows:

   1. A 20-foot wide storm drain easement along the eastern boundary of Lot 8.
   2. A 20-foot wide storm drain easement through the northern portion of Lot 14.

   <u>Deeds that were not accepted at the time</u>:

   3. Lots A, B and C as shown on the map deeded for stormwater retention and other public improvements.
      **Not recommended for acceptance until all improvements were installed in accordance with the approved plans, and the developer demonstrated that the Lot A storm drainage facilities were clean and in good working condition.*
   4. A 60-foot right-of-way for Felice Court
   5. A 1-foot “no access strip” across the Orange Avenue frontage of Lot 1.
   6. A 1-foot “no access strip” across the Felice Court frontage of Lot 1, except for the northern 30 feet of that frontage.
   7. A 10-foot wide Public Utility Easement along all lots abutting Felice Court as requested by PG&E.

2. All Oroville Planning Commission conditions of approval described in the Planning Commission’s Resolution P-2004-10 have been fulfilled.

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

1. City Council has approved the map and has accepted, on behalf of the public, any real property listed above, including Felice Court and Lots A, B, and C, offered by dedication for public use pursuant to section 66440 of the California Government Code.

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

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on February 4, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

# CITY OF OROVILLE
# STAFF REPORT

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** ERIC M. TEITELMAN, DIRECTOR OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS

**RE:** FINAL SUBDIVISION MAP AND OTHER SUBDIVISION AGREEMENTS AND APPROVALS FOR MISSION OLIVE RANCH SUBDIVISION

**DATE:** MARCH 21, 2006

## SUMMARY

The Council will consider a Subdivision Improvement Agreement and an Agreement Regarding Oak Tree Mitigation between the City and Mission Olive Ranch, LP for the Mission Olive Ranch Subdivision, approving the Final Subdivision Map and accepting grant deeds and dedications associated with the subdivision.

## DISCUSSION

On May 17, 2004, the Oroville Planning Commission approved the tentative subdivision map to allow the development of the Mission Olive Ranch Subdivision, a 19-lot subdivision accessed from Orange Avenue, in Oroville.

All tentative subdivision map conditions were checked by staff. The conditions have been satisfied except for certain uncompleted public improvements. A security amount of $314,823 has been provided for the following uncompleted public improvements:

| Item | Description | Cost of Improvements | Amount Secured With Bank Letter of Credit at 150% of Improvement Cost |
|---|---|---|---|
| 1 | Asphalt Paving | 25,200 | 37,800 |
| 2 | Class 2 A.B. | 23,800 | 35,700 |
| 3 | Vertical/Rolled Curb & Gutter | 2,500 | 3,750 |
| 4 | Median Curb | 4,260 | 6,390 |
| 5 | Concrete Valley Gutter | 1,600 | 2,400 |
| 6 | Asphalt Dike | 160 | 240 |
| 7 | Sidewalk/Ped Ramps | 33,600 | 50,400 |
| 8 | Signage & Striping | 4,000 | 6,000 |
| 9 | Sewer and Manhole Testing | 3,000 | 4,500 |
| 10 | Pavement Replacement | 1,380 | 2,070 |
| 11 | Drain Inlet & Headwall (Lots 7 & 8) | 2,500 | 3,750 |
| 12 | Detention Basin | 1,300 | 1,950 |
| 13 | Rear Lot Concrete Drain Channel | 17,680 | 26,520 |

| Item | Description | Cost of Improvements | Amount Secured With Bank Letter of Credit at 150% of Improvement Cost |
|---|---|---|---|
| 14 | Street Lights | 10,000 | 15,000 |
| 15 | Landscaping Lot A | 14,348 | 21,522 |
| 16 | Landscaping Lot B | 17,635 | 26,453 |
| 17 | Landscaping Lot C | 7,526 | 11,289 |
| 18 | Oak Tree Monitoring & Reporting | 1,250 | 1,875 |
| 19 | Landscaping Orange Ave | 17,143 | 25,715 |
| 20 | Wall Along Orange Ave | 20,000 | 30,000 |
| 21 | SWPPP Misc | 1,000 | 1,500 |
| | **TOTAL** | **209,882** | **314,823** |

The land deeds associated with this subdivision are listed as follows:

Land deeds recommended for acceptance are:

1. A 20-foot wide stormdrain easement along the easter boundary of Lot 8.
2. A 20-foot wide stromdrain easement through the northern portion of Lot 14.

Land deeds not recommended for acceptance at this time*:

3. Lots A, B and C as shown on the map deeded for stormwater retention and other public improvements.

**Not recommended for acceptance until all improvements are installed in accordance with the approved plans, and the developer demonstrates that the Lot A storm drainage facilities are clean and in good working condition.*

The dedications associated with this subdivision are listed as follows:

Dedications recommended for acceptance are:

1. A 60-foot right-of-way for Felice Court
2. A 1-foot "no access strip" across the Orange Avenue frontage of Lot 1.
3. A 1-foot "no access strip" across the Felice Court frontage of Lot 1, except for the northern 30 feet of that frontage.
4. A 10-foot wide Public Utility Easement along all lots abutting Felice Court as requested by PG&E.
5. 10-foot wide private drainage easements for Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 as shown on the map.

The Council will consider the Subdivision Improvements Agreement which outlines the subdivision improvements and dollar amounts provided for security. Council is also requested to approve the Final Subdivision Map and all applicable agreements, so that the map can be recorded and the lots can be sold.

## FISCAL IMPACT

None

## RECOMMENDATION(S)

1. Adopt Resolution No. 6643- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT, AND AN AGREEMENT REGARDING OAK TREE MITIGATION WITH MISSION OLIVE RANCH, LP FOR THE MISSION OLIVE RANCH SUBDIVISION AND APPROVING THE FINAL SUBDIVISION MAP FOR THE MISSION OLIVE RANCH SUBDIVISION – (Agreement No. 1653)

## ATTACHMENTS

Tenative Subdivision Map for Mission Olive Ranch Subdivision
Resolution No. 6643
Subdivision Improvement Agreement
Agreement Regarding Oak Tree Mitigation

2006-0016144

Recorded
Official Records
County of
Butte
CANDACE J. GRUBBS
County Clerk-Recorder

REC FEE 0.00

BW
03:46PM 30-Mar-2006 Page 1 of 12

OFFICIAL BUSINESS:

AP No. 033-110-014

Pursuant to Sections 6103 and 27383 of the Government Code, the City of Oroville is exempt from payment of recording fee.

After recording return to:

City of Oroville
Department of Community Development
And Public Works
1735 Montgomery Street
Oroville, CA 95965-4897

SPACE ABOVE THE LINE FOR RECORDER'S USE ONLY

12 — M

# SUBDIVISION IMPROVEMENT AGREEMENT

A Subdivision Improvement Agreement for that certain real property known as the Mission Olive Ranch Subdivision is attached as Exhibit A.

# SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement is entered into on March 21, 2006, between the City of Oroville ("City"), and municipal corporation of the State of California, and Mission Olive Ranch, LP ("Subdivider"). This Agreement is entered into pursuant to the provisions of Chapter 23 of the Municipal Code of the City of Oroville ("City Code").

## RECITALS

Subdivider owns fee title to certain real property located in City of Oroville, California, as described in Exhibit "A", and known as the Mission Olive Ranch Subdivision.

Certain City and State of California Improvements, as described in Section 2.00 of this Agreement, are necessary to comply with the conditions of approval for City of Oroville Tentative Subdivision Map No. 04-02 ("Mission Olive Ranch Subdivision"). The specific public Improvements are described in Exhibit "B" attached to this Agreement.

City wishes to ensure that Subdivider will construct the Improvements covered by this Agreement in accordance with all applicable laws, statutes, ordinances, rules, and regulations in effect in City on the date on which those Improvements are constructed. Subdivider declares that it is familiar with, and agrees to comply with, requirements contained in the City Code and City specifications for the public Improvements and in the California Subdivision Map Act set forth in the California Government Code, commending with section 66410.

Subdivider has prepared a final map for the Mission Olive Ranch Subdivision in accordance with the provisions of section 23-59 of the City Code, and filed that final map with the City Council of City for approval.

In consideration of the construction and dedication of the Improvements and the approval and acceptance of the final map by the City Council of City, the parties agree as follows:

ARTICLE I

1.00. General Requirements. Subdivider shall, as Subdivider's own expense, complete all of the Improvements described in Section 2.00 of this Agreement to the satisfaction of the City. Subject to the provisions of Section 3.00 of this Agreement, Subdivider shall complete the Improvements before City issues any building permits for new structures relating to any parcel within the Subdivision. The City Council may extend the time for completion of the Improvements covered by this Agreement for good cause shown by the Subdivider. Any such extension must be in writing, signed by both parties to this Agreement.

1.01. Estimated Cost. The construction of the Improvements is estimated to cost $209,882, including the cost of plan checking and inspection by City. The estimated cost was determined by the City of Oroville Engineering Division utilizing bids and/or engineer's estimates provided by Subdivider.

## ARTICLE II

2.00. Definition of Improvements. As used in this Agreement, the term "Improvements" means the public works relating to City and the State of California as described in Exhibit "B" attached to this Agreement, which shall be shown in detail on an improvement plan, profiles, and specifications that have been prepared for the Improvements. Work shall not commence on the Improvements until the plans, profiles, and specifications have been submitted to and approved by the City. Subdivider shall pay all costs incurred by City in checking the plans, profiles, and specifications for Improvements and any inspections relating to their construction.

2.01. Ownership of Improvements. On the acceptance by City of all Improvements constructed pursuant to this Agreement, the Improvements shall respectively become the sole property of City or State of California.

## ARTICLE III

3.00. Time of Completion. All Improvements specified in Section 2.00 of this Agreement shall be completed by March 21, 2007. City shall not issue any certificates of occupancy relating to parcels within the Subdivision until completion of the improvements summarized in Exhibit B are completed to the satisfaction of the City.

3.01. Failure of Timely Completion. If Subdivider fails to complete the Improvements within the above time period, City may complete the work and recover all expenses of the work from Subdivider or Subdivider's letter of credit as required under Section 4.00 of this Agreement. City may require Subdivider to pay City in advance sufficient monies to cover City's costs in completing the construction of the Improvements.

## ARTICLE IV

4.00. To assure the completion of the Improvements in accordance with this Agreement, Subdivider shall obtain and file with City a letter of credit approved by the City Attorney in the amount of $314,823, which equals 150% of the estimated cost set forth in section 1.01. City shall retain the letter of credit until sixty (60) days after the notice of completion has been recorded for the Improvements. City shall have the right to make draws from the letter of credit to pay for any outstanding labor or material costs relating to the construction of the Improvements, or to pay the costs to complete the Improvements if the Subdivider breaches this Agreement.

4.01. Compliance With Law. The security shall reflect the requirements of Government Code Sections 66499 through 66499.10.

## ARTICLE V

5.00. Effective Date. This Agreement shall not become effective unless and until the final subdivision map for Subdivision is approved by the City Council of City and accepted for recordation by the County Recorder of Butte County, California.

## ARTICLE VI

6.00. Liability for Errors and Omissions. Neither City nor any of its officers or agents shall be liable to Subdivider or its Contractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

6.01. Liability for Personal Injury. City shall not be liable to Subdivider or to any other person or entity for any injury or damage that may result to any person or property by or from any cause as a result of the construction of the Improvements.

ARTICLE VII

7.00. Indemnification. Subdivider shall indemnify and hold City, its officers, employees, and agents free from any and all claims, losses, damages, injuries, and liabilities arising from the death or injury of any person or persons, or from damage or destruction of any property or properties, caused by or connected with the performance of this Agreement by Subdivider or Subdivider's agents, employees, contractors or subcontractors.

7.01. Insurance. Subdivider's contractor shall, prior to the commencement of any work pursuant to this Agreement, obtain and submit evidence of general liability insurance which complies with the City's current insurance requirements. The insurance policy of the Subdivider's contractor shall list the City as an additional insured.

ARTICLE VIII

8.00. Use of Improvements Prior to Completion. The use of the Improvements covered by this Agreement shall be at Subdivider's sole risk at all times prior to the final acceptance by City of the completed Improvements provided, however, that acceptance by City shall in no way eliminate or lessen any Subdivider's obligations or undertakings contained in this Agreement. The issuance of any building or occupancy permits by City for dwellings located within the Subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the Improvements.

8.01. Obligations of Subdivider. Subdivider shall take all steps and make all related payments as set forth below:

(1) If applicable, Subdivider shall arrange and pay for the preparation of preliminary soils report by a civil engineer registered in the State of California. The report shall be based on adequate test borings.

(2) If applicable, Subdivider shall arrange and pay for soil tests to be made by a reputable soils testing laboratory to determine gradation, bearings, and resistance value of soils within the Subdivision for purposes of the Improvement. Subdivider shall also arrange and pay for all compaction tests necessary to determine that the utility trenches have been satisfactorily backfilled.

(3) Subdivider and Subdivider's contractors shall pay for any materials, provision, and other supplies or equipment used for the performance of the work relating to the Improvements and for any related work or labor.

(4) All the Improvements shall be constructed under the inspection and subject to the approval of the City's Director of Community Development and Public Works. Subdivider shall pay for all inspections conducted by City or City consultants to determine Subdivider's compliance with the terms of this Agreement. Subdivider shall also pay fee deposits, in advance, for any inspections to be conducted by City consultants.

(5) Subdivider agrees to pay all City fees relating to the Subdivision. The payment of all City fees shall be the primary obligation of Subdivider.

8.02. Approval Not Waiver. Notwithstanding the fact that Subdivider's plans and specifications, completion of the Improvements, and other acts are subject to approval of City, it is understood and agreed that any such approval by City shall in no way relieve Subdivider or Subdivider's obligations under this Agreement. The construction of the Improvements shall be done strictly in accordance with (1) the plans and specifications approved by City; (2) the City's adopted standards and specifications for improvements; and (3) laws and regulation of City. Subdivider warrants that the improvement plans and specifications conform to all applicable local standards, and they are adequate to accomplish the Improvements in accordance with sound construction practices.

## ARTICLE IX

9.00. Notice of Completion. City shall execute, acknowledge, and record in the manner provided by law, a notice of completion of all work covered under this Agreement within 45 days after final inspection and approval of the Improvements by the City.

9.01. Relationship of Contractors. The parties to this Agreement acknowledge and agree that any and all contractors retained by Subdivider shall not be agents of City and that contractors' relations to City shall be those of independent contractors.

9.02. Certification of Satisfactory Completion. Upon the satisfactory completion of the Improvements by the Subdivider, the City shall certify that the work has been satisfactorily completed.

9.03. Approval by City. City shall have the right to reject any or all of the work to be performed under this Agreement if the work does not conform with the City's approved plans

and specifications or the laws and regulations of City. Subdivider shall repair any damage to the sewer system, utilities, concrete work, or street paving that occurs after installation to the satisfaction of City before release of the letter of credit in section 4.00 of this Agreement or final acceptance of the completed Improvement.

9.04. No Assignment. This Agreement shall not be assignable by Subdivider without the prior written consent of City.

9.05. Amendment. This Agreement shall be amended only with the prior approval of the City Council of the City.

9.06. Legal Action. In the event any legal action is brought to enforce the provisions of this Agreement, prevailing party shall be entitled to an award of reasonable attorney's fee. Such fees shall consist of the fees for services rendered by counsel, the fee for services of experts, and other expenses incurred in connection with the action, including those expenses recoverable as allowable costs of suit under the applicable state or federal statute, as well as all other expenses incurred during the course of the action.

9.07. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, successors in interest, and assigns of the parties hereto, and the parties agree that City may cause a copy of this Agreement to be recorded in the Butte County Recorder's Office.

IN WITNESS WHEREOF, Subdivider has caused this Agreement to be executed in its name, and City has likewise caused this Agreement to be executed in its name by its Mayor this day and year first above written.

CITY OF OROVILLE:

By: _____
Mayor, Gordon Anderson

Date: 3/21/06

ATTEST:

By: _____
City Clerk, Sharon Atteberry

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, City Attorney

OWNER:

By: _____

Date: 3·21·06

Steve Jasco, President
Jasco Investments, Inc.
General Partnership of Mission Olive Ranch, LP

# EXHIBIT - A

ORDER NO. BU-1668747 JM

**DESCRIPTION:**

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

PARCEL I:

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B. & M., BUTTE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE AT THE MOST SOUTHEASTERLY CORNER OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9; THENCE SOUTH 89 DEG. 37' WEST, 523.35 FEET ALONG THE EAST AND WEST CENTERLINE OF SAID SECTION 9 TO A POINT FROM WHICH A CONCRETE MONUMENT MARKED "CITY LINE", AT THE ONE QUARTER SECTION CORNER COMMON TO SECTIONS 8 AND 9, BEARS SOUTH 89 DEG. 37' WEST, 803.55 FEET ALONG SAID EAST AND WEST CENTERLINE OF SECTION 9, SAID CENTERLINE OF SECTION 9 BEING ALSO THE NORTH BOUNDARY LINE OF LOTS 1 AND 2 OF "THE PLEASANT VALLEY TRACT", WHICH MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID BUTTE COUNTY, CALIFORNIA, IN THE YEAR 1890, IN BOOK 7 OF MAPS, AT PAGE(S) 75; THENCE NORTH 62 DEG. 44' WEST, 153.73 FEET ALONG THE NORTHERLY BOUNDARY OF LAND OWNED BY F. R. HUFFMAN; THENCE NORTH 00 DEG. 06' WEST, 202.80 FEET ALONG THE EAST BOUNDARY OF LAND OWNED BY HATTIE T. MERRILL; THENCE SOUTH 89 DEG. 49' EAST, 666.53 FEET ALONG THE SOUTH BOUNDARY OF LAND OWNED BY HATTIE T. MERRILL AND LAND OWNED BY ROSE T. MURPHY; THENCE SOUTH 1 DEG. 19' WEST, 267.73 FEET ALONG THE EAST BOUNDARY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, SAID EAST BOUNDARY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9 BEING ALSO THE WEST BOUNDARY LINE OF LOT 3 OF THE AFOREMENTIONED PLEASANT VALLEY TRACT, TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL II:

LOT 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PLEASANT VALLEY TRACT", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN THE YEAR 1890, IN BOOK 7 OF MAPS, AT PAGE(S) 75.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 2, LYING WITHIN A STRIP OF LAND 80 FEET WIDE BEING 40 FEET EACH SIDE OF A CENTERLINE COMMENCING AT A POINT ON THE PROLONGATION SOUTHERLY OF THE WESTERLY BOUNDARY LINE OF SAID LOT 2 AT ENGINEER'S STATION "A" 9 98-P.O.T. OF THE CALIFORNIA STATE HIGHWAY SURVEY FROM OROVILLE TO JARBOE PASS, ROAD 11-BUT-21-B FROM WHICH POINT THE SOUTHWESTERLY CORNER OF SAID LOT 2 BEARS NORTHERLY A DISTANCE OF 25 FEET, MORE OR LESS; THENCE FROM SAID POINT OF BEGINNING, NORTH 78 DEG. 00' EAST, 352 FEET, MORE OR LESS, TO A POINT ON THE PROLONGATION SOUTHERLY OF THE EASTERLY BOUNDARY LINE OF SAID LOT 2, AT ENGINEER'S STATION "A" 13 50- OF SAID SURVEY, FROM WHICH POINT THE SOUTHEASTERLY CORNER OF SAID LOT 2 BEARS NORTHERLY, A DISTANCE OF 25 FEET, MORE OR LESS.

# EXHIBIT B

## SUMMARY OF SECURED IMPROVEMENTS
## MISSION OLIVE RANCH SUBDIVISION

| Item | Description | Cost of Improvements | Amount Secured With Bank Letter of Credit at 150% of Improvement Cost |
|---|---|---|---|
| 1 | Asphalt Paving | 25,200 | 37,800 |
| 2 | Class 2 A.B. | 23,800 | 35,700 |
| 3 | Vertical/Rolled Curb & Gutter | 2,500 | 3,750 |
| 4 | Median Curb | 4,260 | 6,390 |
| 5 | Concrete Valley Gutter | 1,600 | 2,400 |
| 6 | Asphalt Dike | 160 | 240 |
| 7 | Sidewalk/Ped Ramps | 33,600 | 50,400 |
| 8 | Signage & Striping | 4,000 | 6,000 |
| 9 | Sewer and Manhole Testing | 3,000 | 4,500 |
| 10 | Pavement Replacement | 1,380 | 2,070 |
| 11 | Drain Inlet & Headwall (Lots 7 & 8) | 2,500 | 3,750 |
| 12 | Detention Basin | 1,300 | 1,950 |
| 13 | Rear Lot Concrete Drain Channel | 17,680 | 26,520 |
| 14 | Street Lights | 10,000 | 15,000 |
| 15 | Landscaping Lot A | 14,348 | 21,522 |
| 16 | Landscaping Lot B | 17,635 | 26,453 |
| 17 | Landscaping Lot C | 7,526 | 11,289 |
| 18 | Oak Tree Monitoring & Reporting | 1,250 | 1,875 |
| 19 | Landscaping Orange Ave | 17,143 | 25,715 |
| 20 | Wall Along Orange Ave | 20,000 | 30,000 |
| 21 | SWPPP Misc | 1,000 | 1,500 |
| | **TOTAL** | **209,882** | **314,823** |

# OROVILLE CITY COUNCIL
# RESOLUTION NO. 6643

## A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT, AND AN AGREEMENT REGARDING OAK TREE MITIGATION WITH MISSION OLIVE RANCH, LP FOR THE MISSION OLIVE RANCH SUBDIVISION AND APPROVING THE FINAL SUBDIVISION MAP FOR THE MISSION OLIVE RANCH SUBDIVISION

**(Agreement No. 1653)**

**WHEREAS**, the Oroville City Council finds:

1. The Oroville Planning Commission approved Tentative Subdivision Map (TSM) No. 04-02 on May 17, 2004, with conditions of approval described in the Planning Commission's Resolution P-2004-10.

2. The fees required for approval of a Final Map for TSM 04-02 have been paid; the subdivider has complied with the soils report requirement of Chapter 23 of the Oroville City Code, and a preliminary title report has been submitted to the Community Development and Public Works Department.

3. Subdivider has provided security for the uncompleted public improvements listed in Resolution P-2004-10. The subdivider has offered to sign a subdivision improvement agreement as required by the California Subdivision Map Act, and has provided an engineer's estimate and security for all uncompleted improvements listed below:

| Item | Description | Cost of Improvements | Amount Secured With Bank Letter of Credit at 150% of Improvement Cost |
|---|---|---|---|
| 1 | Asphalt Paving | 25,200 | 37,800 |
| 2 | Class 2 A.B. | 23,800 | 35,700 |
| 3 | Vertical/Rolled Curb & Gutter | 2,500 | 3,750 |
| 4 | Median Curb | 4,260 | 6,390 |
| 5 | Concrete Valley Gutter | 1,600 | 2,400 |
| 6 | Asphalt Dike | 160 | 240 |
| 7 | Sidewalk/Ped Ramps | 33,600 | 50,400 |
| 8 | Signage & Striping | 4,000 | 6,000 |
| 9 | Sewer and Manhole Testing | 3,000 | 4,500 |
| 10 | Pavement Replacement | 1,380 | 2,070 |
| 11 | Drain Inlet & Headwall (Lots 7 & 8) | 2,500 | 3,750 |
| 12 | Detention Basin | 1,300 | 1,950 |
| 13 | Rear Lot Concrete Drain Channel | 17,680 | 26,520 |
| 14 | Street Lights | 10,000 | 15,000 |
| 15 | Landscaping Lot A | 14,348 | 21,522 |
| 16 | Landscaping Lot B | 17,635 | 26,453 |
| 17 | Landscaping Lot C | 7,526 | 11,289 |
| 18 | Oak Tree Monitoring & Reporting | 1,250 | 1,875 |

| Item | Description | Cost of Improvements | Amount Secured With Bank Letter of Credit at 150% of Improvement Cost |
|---|---|---|---|
| 19 | Landscaping Orange Ave | 17,143 | 25,715 |
| 20 | Wall Along Orange Ave | 20,000 | 30,000 |
| 21 | SWPPP Misc | 1,000 | 1,500 |
| | **TOTAL** | **209,882** | **314,823** |

4. Subdivider has fulfilled all other conditions of approval listed in Resolution P-2004-10.
5. Subdivider has submitted a Final Subdivision Map that substantially complies with the approved Tentative Subdivision Map (TSM No. 04-02).
6. All parties having any recorded title interest in the real property subdivided have signed and acknowledged a certificate consenting to the preparation and recordation of the final map.

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

SECTION 1. The Mayor is authorized and directed to execute the Subdivision Improvement Agreement with Mission Olive Ranch, LP, attached hereto as Exhibit A.

SECTION 2. The Mayor is authorized and directed to execute the Agreement Regarding Oak Tree Mitigation with Mission Olive Ranch, LP, attached hereto as Exhibit B.

SECTION 3. The Final Subdivision Map for Foothill Estates Subdivision is hereby approved.

SECTION 4. All offers of deeded property to the City of Oroville are listed on the map, and deeds recommended for acceptance are as follows:

1. A 20-foot wide stormdrain easement along the easter boundary of Lot 8.
2. A 20-foot wide stromdrain easement through the northern portion of Lot 14.

<u>Not recommended for acceptance at this time</u>*:

3. Lots A, B and C as shown on the map deeded for stormwater retention and other public improvements.
   **Not recommended for acceptance until all improvements are installed in accordance with the approved plans, and the developer demonstrates that the Lot A storm drainage facilities are clean and in good working condition.*

SECTION 5. All offers of dedication of real property for public use are listed on the final map, and dedications associated with this Subdivision are listed as follows:

1. A 60-foot right-of-way for Felice Court
2. A 1-foot "no access strip" across the Orange Avenue frontage of Lot 1.
3. A 1-foot "no access strip" across the Felice Court frontage of Lot 1, except for the northern 30 feet of that frontage.
4. A 10-foot wide Public Utility Easement along all lots abutting Felice Court as requested by PG&E.

5. 10-foot wide private drainage easements for Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 as shown on the map.

SECTION 6. The City Clerk is hereby authorized and directed to execute a certificate stating that the Oroville City Council has approved the map and has accepted, on behalf of the public, any real property offered by dedication for public use pursuant to section 66440 of the California Government Code, and shall deliver the Final Subdivision Map to the Butte County Recorder for recordation.

SECTION 7. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at an adjourned meeting held on March 21, 2006 by the following vote:

AYES: Council Members Berry, Corkin, Prouty, Sharkey, Vice Mayor Jernigan, Mayor Andoe

NOES: None

ABSTAIN: Council Member Simpson

ABSENT: None

Mayor, Gordon Andoe

APPROVED AS TO FORM:

City Attorney, Dwight L. Moore

ATTEST:

City Clerk, Sharon L. Atteberry

2006-0016147

Recorded
Official Records
County of
Butte
CANDACE J. GRUBBS
County Clerk-Recorder

REC FEE 15.00

BW
03:46PM 30-Mar-2006 Page 1 of 3

OFFICIAL BUSINESS:

AP No. 033-110-014

After recording return to:

Director of Community Development )
and Public Works )
City of Oroville )
1735 Montgomery Street )
Oroville, CA 95965 )

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

3
MP

NOTICE OF REQUIRED MAINTENANCE OF PRIVATE DRAINAGE FACILITIES

For all that certain real property situated in the City of Oroville, Butte County State of California as shown in the attached Exhibit "A" known as Lots 8 through 19 in the Mission Olive Ranch Subdivision.

Private drainage facilities constructed on Lots 8 through 19 for purposes of conveying stormwater runoff shall be maintained in perpetuity by the owner of the individual lot on which the private drainage facilities are constructed. Owners of Lots 8 through 19 with improved concrete drainage swales are prohibited from eliminating the swales and shall maintain the swales in perpetuity.

Dated: 2/28/06

MISSION OLIVE RANCH, LP

BY: Steve Jasco

Steve Jasco, President
Jasco Investments, Inc.
General Partner of Mission Olive Ranch, LP

STATE OF CALIFORNIA
COUNTY OF Butte } SS:

On 2-28-06, before me, J. Brown, Notary Public,
Notary Public, personally appeared Steve Jesco

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

WITNESS my hand and official seal.

Signature _____
J. Brown, Notary Public

FOR NOTARY SEAL OR STAMP

J. BROWN
COMM. # 1551500
NOTARY PUBLIC-CALIFORNIA
BUTTE COUNTY
COMM. EXP. FEB. 10, 2009

Exhibit "A"

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

LOTS 8 THOUGH 19, AS SHOWN ON THAT CERTAIN MAP ENTITLED MISSION OLIVE RANCH, WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON 3/30/06,
IN BOOK 166, OF MAPS, AT PAGE(S) 98-100

2006-0016148
Recorded
Official Records
County of
Butte
CANDACE J. GRUBBS
County Clerk-Recorder
REC FEE 13.00
BW
03:46PM 30-Mar-2006 Page 1 of 3

OFFICIAL BUSINESS:

AP No. 033-110-014

After recording return to:

Director of Community Development )
and Public Works )
City of Oroville )
1735 Montgomery Street )
Oroville, CA 95965 )

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

3
MP

NOTICE REGARDING EASEMENT FOR OVERHEAD ELECTRICAL LINES

For that certain real property situated in the City of Oroville, Butte County, State of California, as shown in the attached Exhibit "A," known as Lots 10, 11, 12, and 13 in the Mission Olive Ranch Subdivision:

An electrical transmission line easement extends from 30 feet to 100 feet from the street into the front yard of Lots 11, 12, and 13, and extends into the westerly portion of the rear/side yard of Lot 10. Such easements usually prohibit construction of any buildings or structures, or storage of any materials, inside, over, or under the easement, and the height of trees may also be regulated. Owners of the affected Lots should obtain a copy of the recorded Mission Olive Ranch Subdivision map to determine the location of the easement on the affected Lots. Owners of the affected Lots should also obtain a copy of the easement, which was recorded at the Butte County Recorder's Office at 52 O.R. 396, to determine the exact nature of the restriction on use of property affected by the easement.

Dated: 2/28/06

MISSION OLIVE RANCH, LP

BY: Steve Jasco

Steve Jasco, President
Jasco Investments, Inc.
General Partnership of Mission Olive Ranch, LP

STATE OF CALIFORNIA } ss:
COUNTY OF Butte

On 2-28-06, before me, J. Brown, Notary Public,
Notary Public, personally appeared Steve Jusso

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

WITNESS my hand and official seal.

Signature _____
J. Brown, Notary Public

FOR NOTARY SEAL OR STAMP

J. BROWN
COMM. # 1551500
NOTARY PUBLIC-CALIFORNIA
BUTTE COUNTY
COMM. EXP. FEB. 10, 2009

EXHIBIT "A"

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

LOTS 10, 11, 12, and 13, AS SHOWN ON THAT CERTAIN MAP ENTITLED MISSION OLIVE RANCH SUBDIVISION, WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON 3/30/06 IN BOOK 166 OF MAPS, AT PAGE(S) 98-100

006-0016149
Recorded
Official Records
County of
Butte
CANDACE J. GRUBBS
County Clerk-Recorder
REC FEE 13.00
BW
03:46PM 30-Mar-2006 Page 1 of 3

OFFICIAL BUSINESS:

AP No. 033-110-014

After recording return to:

Director of Community Development )
and Public Works )
City of Oroville )
1735 Montgomery Street )
Oroville, CA 95965 )

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

3
MP

NOTICE OF RESTRICTION ON NUMBER OF HOUSING UNITS ALLOWED PER LOT

For that certain real property situated in the City of Oroville, Butte County, State of California, as shown in the attached Exhibit "A," known as Lots 1-19 in the Mission Olive Ranch Subdivision:

At the time the Mission Olive Ranch Subdivision was recorded, the Zoning Map designation of the subdivision was *R-3 (High Density Multiple-Family Residential),* which allows up to one housing unit for every 2,200 square feet of lot area. However, the General Plan Diagram designation was *Medium Density Residential,* which allows no more than one housing unit for every 7,260 square feet of lot area. No building permits will be issued by the City of Oroville to construct more housing units on any of the affected Lots than is allowed by the City of Oroville's General Plan Diagram designation of the Lot for which a building permit is requested.

Dated: 2/28/06

MISSION OLIVE RANCH, LP

BY: Steve Jasco

Steve Jasco, President
Jasco Investments, Inc.
General Partner of Mission Olive Ranch, LP

STATE OF CALIFORNIA
COUNTY OF Butte } SS:

On 2-28-06, before me, J. Brown, Notary Public,
Notary Public, personally appeared Steve Jasco

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

WITNESS my hand and official seal.

Signature _____
J. Brown, Notary Public

FOR NOTARY SEAL OR STAMP

MGC1 J. BROWN COMM. # 1551500 NOTARY PUBLIC-CALIFORNIA BUTTE COUNTY COMM. EXP. FEB. 10, 2009 MGC1

EXHIBIT "A"

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

LOTS 1 THOUGH 19, AS SHOWN ON THAT CERTAIN MAP ENTITLED MISSION OLIVE RANCH SUBDIVISION, WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON 3/30/2006, IN BOOK 166, OF MAPS, AT PAGE(S) 98-100

006-0016150
Recorded
Official Records
County of
Butte
CANDACE J. GRUBBS
County Clerk-Recorder
REC FEE 13.00
BW
03:46PM 30-Mar-2006 Page 1 of 3

OFFICIAL BUSINESS:

AP No. 033-110-014

After recording return to:

Director of Community Development )
and Public Works )
City of Oroville )
1735 Montgomery Street )
Oroville, CA 95965 )

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

3
16

NOTICE OF BUILDING HEIGHT RESTRICTION

For that certain real property situated in the City of Oroville, Butte County, State of California, as shown in the attached Exhibit "A," known as Lot 6 in the Mission Olive Ranch Subdivision:

No structure taller than 20 feet may be constructed on any portion of the Lot having an elevation higher than 340 feet above mean sea level. Structures constructed on portions of the Lot having an elevation lower than 340 feet above mean sea level may be as tall as 35 feet.

Dated: 2/28/06

MISSION OLIVE RANCH, LP

BY: _____
Steve Jasco, President
Jasco Investments, Inc.
General Partner of Mission Olive Ranch, LP

STATE OF CALIFORNIA } ss:

COUNTY OF Butte

On 2-28-06, before me, J. Brown, Notary Public,

Notary Public, personally appeared Steve Jasco

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

WITNESS my hand and official seal.

Signature

J. Brown, Notary Public

FOR NOTARY SEAL OR STAMP

J. BROWN
COMM. # 1551500
NOTARY PUBLIC-CALIFORNIA
BUTTE COUNTY
COMM. EXP. FEB. 10, 2009

EXHIBIT "A"

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

LOT 6, AS SHOWN ON THAT CERTAIN MAP ENTITLED MISSION OLIVE RANCH SUBDIVISION, WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON 3/30/2006, IN BOOK 166, OF MAPS, AT PAGE(S) 98-100

2006-0016151
Recorded
Official Records
County of
Butte
CANDACE J. GRUBBS
County Clerk-Recorder
REC FEE 13.00
BW
03:46PM 30-Mar-2006 Page 1 of 3

OFFICIAL BUSINESS:

AP No. 033-110-014

After recording return to:

Director of Community Development )
and Public Works )
City of Oroville )
1735 Montgomery Street )
Oroville, CA 95965 )

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

3
M

NOTICE OF BUILDING HEIGHT RESTRICTION

For that certain real property situated in the City of Oroville, Butte County, State of California, as shown in the attached Exhibit "A," known as Lot 7 in the Mission Olive Ranch Subdivision:

No structure taller than 20 feet may be constructed on any portion of the Lot having an elevation higher than 350 feet above mean sea level. Structures constructed on portions of the Lot having an elevation lower than 350 feet above mean sea level may be as tall as 35 feet.

Dated: 2/28/06

MISSION OLIVE RANCH, LP

BY: _____

Steve Jasco, President
Jasco Investments, Inc.
General Partner of Mission Olive Ranch, LP

STATE OF CALIFORNIA
COUNTY OF Butte } SS:

On 2-28-04, before me, J. Brown, Notary Public,
Notary Public, personally appeared Steve Jusco

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

WITNESS my hand and official seal.

Signature _____
J. Brown, Notary Public

FOR NOTARY SEAL OR STAMP

J. BROWN
COMM. # 1551500
NOTARY PUBLIC-CALIFORNIA
BUTTE COUNTY
COMM. EXP. FEB. 10, 2009

EXHIBIT "A"

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

LOT 7, AS SHOWN ON THAT CERTAIN MAP ENTITLED MISSION OLIVE RANCH SUBDIVISION, WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON 3/30/2006, IN BOOK 166, OF MAPS, AT PAGE(S) 98-100

06-0016145

Recorded
Official Records
County of
Butte
CANDACE J. GRUBBS
County Clerk-Recorder

REC FEE 0.00

BW
03:46PM 30-Mar-2006 Page 1 of 25

OFFICIAL BUSINESS:
AP No. 033-110-014

Pursuant to Sections 6103 and 27383 of the Government Code, the City of Oroville is exempt from payment of recording fee.

After recording return to:

City of Oroville
Department of Community Development
And Public Works
1735 Montgomery Street
Oroville, CA 95965-4897

SPACE ABOVE THE LINE FOR RECORDER'S USE ONLY

25 —
MP

# AGREEMENT REGARDING OAK TREE MITIGATION

This Agreement is entered into this 21th of March 2006, by and between Mission Olive Ranch, LP ("Owner") and the City of Oroville ("City"), a municipal corporation.

WHEREAS, the Owner is the fee title holder to real property ("Site") within the jurisdiction of the City, which Site is described in Exhibit "A" attached to and incorporated in this Agreement by this reference;

WHEREAS, on May 17, 2004, the City Planning Commission approved the Owner's application for a tentative subdivision map of the Site ("Subdivision"). A copy of the Planning Commission's approval of the Subdivision is attached as Exhibit "B";

WHEREAS, City has determined that in order to satisfy conditions of approval of the Subdivision for oak tree mitigation, Owner has agreed to plant 9 fifteen-gallon Live Oak trees and 9 fifteen-gallon Valley Oak trees within the boundaries of Lots A, B, and./or C as shown on the Final Subdivision Map recorded at the County of Butte Book in _____ _____;

WHEREAS, the conditions of approval of the Subdivision also require Owner to monitor and report about the health of the trees for a period of five (5) years, and to replace trees as described in this Agreement.

NOW, THEREFORE, CITY and OWNER AGREE AS FOLLOWS:

1. Owner shall comply with the following:

1.1 Owner shall plant 9 fifteen gallon Live Oak trees and 9 fifteen-gallon Valley oak trees within the boundaries of Lots A, B and/or C as shown on the Final Subdivision Map.

1.2 For five years from the date of this Agreement. Owner shall monitor and provide an annual report to the City about the 18 oak trees planted within the Subdivision in accordance with Exhibit "C";

1.3. If more than twenty-five percent of the oak trees planted within the Subdivision fail to survive during the five years after being planted, Owner shall replace the trees within 30 days from the date of the City's notice to do so.

2. The City and its successors and assigns are deemed the beneficiaries of the obligations contained herein, without regard to technical classification and designation. The agreement shall run in favor of the City and its successors and assigns without regard to whether the City has been, remains, or is an owner of land, and shall bind the Owner and Owner's successors and assigns, whether they are public or private entities. Such beneficiaries shall have the right to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other property proceedings to enforce the curing of such breach to which it or any other beneficiaries of such agreement is entitled.

3. This Agreement shall not be amended by the parties except by a written agreement duly approved by the parties. The City and its successors and assigns, and the Owner and

owner's successors and assigns shall have the right to consent and agree to change in, or to eliminate in whole or in part, any of the covenants or restrictions contained in this Agreement without the consent of any tenant, easement holder, licensee, mortgage, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Site.

4. The Owner and Owner's successors and assigns, whether public or private entities, shall perform each and every obligation set forth in this Agreement.

5. If either party breaches this Agreement resulting in litigation, the prevailing party to such litigation shall be entitled to receive reasonable attorney's fees from the losing party.

6. This Agreement shall be recorded against the title of the Site.

IN WITNESS WHEREOF, the Agency and Owner have executed this Agreement.

CITY OF OROVILLE

Mayor Gordon Andoe

OWNER

Steve Jasco, President
Jasco Investments, Inc.
General Partner of Mission Olive Ranch LP

ATTEST:

City Clerk Sharon L. Atteberry

APPROVED AS TO FORM:

City Attorney Dwight L. Moore

# EXHIBIT - A

ORDER NO. BU-1668747 JM

**DESCRIPTION:**

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

PARCEL I:

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B. & M., BUTTE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE AT THE MOST SOUTHEASTERLY CORNER OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9; THENCE SOUTH 89 DEG. 37' WEST, 523.35 FEET ALONG THE EAST AND WEST CENTERLINE OF SAID SECTION 9 TO A POINT FROM WHICH A CONCRETE MONUMENT MARKED "CITY LINE", AT THE ONE QUARTER SECTION CORNER COMMON TO SECTIONS 8 AND 9, BEARS SOUTH 89 DEG. 37' WEST, 803.55 FEET ALONG SAID EAST AND WEST CENTERLINE OF SECTION 9, SAID CENTERLINE OF SECTION 9 BEING ALSO THE NORTH BOUNDARY LINE OF LOTS 1 AND 2 OF "THE PLEASANT VALLEY TRACT", WHICH MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID BUTTE COUNTY, CALIFORNIA, IN THE YEAR 1890, IN BOOK 7 OF MAPS, AT PAGE(S) 75; THENCE NORTH 62 DEG. 44' WEST, 153.73 FEET ALONG THE NORTHERLY BOUNDARY OF LAND OWNED BY F. R. HUFFMAN; THENCE NORTH 00 DEG. 06' WEST, 202.80 FEET ALONG THE EAST BOUNDARY OF LAND OWNED BY HATTIE T. MERRILL; THENCE SOUTH 89 DEG. 49' EAST, 666.53 FEET ALONG THE SOUTH BOUNDARY OF LAND OWNED BY HATTIE T. MERRILL AND LAND OWNED BY ROSE T. MURPHY; THENCE SOUTH 1 DEG. 19' WEST, 267.73 FEET ALONG THE EAST BOUNDARY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, SAID EAST BOUNDARY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9 BEING ALSO THE WEST BOUNDARY LINE OF LOT 3 OF THE AFOREMENTIONED PLEASANT VALLEY TRACT, TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL II:

LOT 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PLEASANT VALLEY TRACT", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN THE YEAR 1890, IN BOOK 7 OF MAPS, AT PAGE(S) 75.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 2, LYING WITHIN A STRIP OF LAND 80 FEET WIDE BEING 40 FEET EACH SIDE OF A CENTERLINE COMMENCING AT A POINT ON THE PROLONGATION SOUTHERLY OF THE WESTERLY BOUNDARY LINE OF SAID LOT 2 AT ENGINEER'S STATION "A" 9 98-P.O.T. OF THE CALIFORNIA STATE HIGHWAY SURVEY FROM OROVILLE TO JARBOE PASS, ROAD 11-BUT-21-B FROM WHICH POINT THE SOUTHWESTERLY CORNER OF SAID LOT 2 BEARS NORTHERLY A DISTANCE OF 25 FEET, MORE OR LESS; THENCE FROM SAID POINT OF BEGINNING, NORTH 78 DEG. 00' EAST, 352 FEET, MORE OR LESS, TO A POINT ON THE PROLONGATION SOUTHERLY OF THE EASTERLY BOUNDARY LINE OF SAID LOT 2, AT ENGINEER'S STATION "A" 13 50- OF SAID SURVEY, FROM WHICH POINT THE SOUTHEASTERLY CORNER OF SAID LOT 2 BEARS NORTHERLY, A DISTANCE OF 25 FEET, MORE OR LESS.

**EXHIBIT - B**

RESOLUTION NO. P 2004-10

**A RESOLUTION OF THE OROVILLE PLANNING COMMISSION ADOPTING A MITIGATED NEGATIVE DECLARATION FOR AND CONDITIONALLY APPROVING TENTATIVE SUBDIVISION MAP NO. 04-02 FOR THE MISSION OLIVE RANCH, A SUBDIVISION OF A 6.7-ACRE VACANT PROPERTY LOCATED ON THE NORTH SIDE OF ORANGE AVENUE EAST OF ACACIA AVENUE**

WHEREAS, the City of Oroville has received an application to subdivide a 6.7-acre, irregularly-shaped property (Property) into 19 lots and an additional lot that will serve as a stormwater detention facility, in the manner illustrated on an amended tentative subdivision map (Map) received by the City on April 30, 2004, which Map has been assigned the file number of TSM No. 04-02; and

WHEREAS, the Property is located on the north side of Orange Avenue, east of Acacia Avenue, being Assessor's Parcel Number 033-110-014; and

WHEREAS, the City of Oroville's General Plan Land Use Diagram designation for the Property is *Medium Density Residential*, and the Zoning Map designation is *High-Density Multiple Family Residential*, which designations allow residential development at a density not to exceed six homes per acre; and

WHEREAS, the combined General Plan Diagram and Zoning Map designations of the Property would allow construction of up to 40 dwelling units on the unsubdivided site. However, the proposed configuration of the subdivision substantially reduces the allowable density, if that density is computed on a "lot-by-lot" basis, considering only the General Plan Diagram density limitation of 6 units per acre and the size of the particular lot; and

WHEREAS, subdivider has requested that, for Lots 7, 11, 12, and 13, the Planning Commission authorize an exception to the requirement set forth in City Code Section 23-83, that requirement being that for lots having less than one acre of area, the depth of a lot shall not exceed three times the width of the lot; and

WHEREAS, City Code Section 23-83 states that the 3:1 lot depth to width ratio applies ..."except...[when] the full depth of the lot will not be buildable due to unusual topography such as the existence of steep slopes, flood-plains and bodies of water..."; and

WHEREAS, subdivider has requested that the Planning Commission authorize an exception to the requirement set forth in City Code Section 23-95, that requirement being that the length of a cul-de-sac street may not exceed 600 feet in length; and

WHEREAS, Oroville City Code Section 23-3 states that the City may authorize conditional exceptions to any of the requirements and regulations relative to the design of a subdivision if a request is made by the subdivider and the Planning Commission finds that all of the following facts apply to the subject property:

1. There are special circumstances or conditions of topography or size or shape or location affecting the property; and

2. The granting of the exception will not be detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

WHEREAS, the Planning Commission considered at a noticed public hearing the comments and concerns of public agencies and property owners who are potentially affected by approval of the Map and the rezone described herein, and also considered City staff's report regarding the proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE PLANNING COMMISSION AS FOLLOWS:

1. Based upon the evidence in the record before it, the following findings are adopted for this project:

   A. There is no evidence in the record before the Commission to support a finding that potentially significant adverse environmental effects are likely to occur as a result of approval of this Map, which determination reflects the Planning Commissioners' independent judgment and analysis.

   B. This Map complies with all State and City regulations governing the division of land.

   C. Division of the Property in the manner set forth on the Map will not unreasonably interfere with the free and complete use of existing public and/or public utility easements or rights-of-way.

   D. The Property is physically suitable for the proposed development to a density of no more than six residential housing units per acre.

   E. The described Map and its design and improvements are consistent with and will not impede implementation of Oroville's General Plan policies related to the site and the proposal.

2. The following special circumstances or conditions of topography or size or shape or location affect the property:

   A. The Property varies in elevation from 380 feet in the northeast corner to 294 feet in the southwest corner. The slopes approach 30% in portions of the north of the property, and the northeast portion of the Property also contains a pronounced seasonal drainage swale.

   B. On Lot 7, the elevation varies from 380 feet to 310 feet, with slopes of approximately 30% in the northeast half of the lot, but diminishing to

approximately 15% in the "front" portion of the Lot.

C. A 75-foot wide high power line easement encumbers the use of from 50 to 75 feet of the street frontage portion of Lots 11, 12, and 13.

D. A water pipe belonging to the California Water Service Company is installed in a location that approximately coincides with the most westerly boundary line of the Property, which is the western boundary of Lots 11, 12, and 13.

E. All properties adjacent to the Property abut a public street; therefore, the interior street that will serve the lots created by the Map does not need to be extended to serve other properties. For that reason, the interior street created by the Map must end in a cul-de-sac that provides access to all lots created by the Map in accordance with City standards. The cul-de-sac depicted on the map is approximately 600 feet in length to the bulb, and approximately 740 feet in length to the far side of the bulb.

3. Granting of the requested exceptions from the required lot depth-to-width ratio and from the 600-foot maximum cul-de-sac length will not be detrimental to the public welfare or injurious to other property in the territory in which the property is situated for the following reasons:

A. The proposed 750-foot long cul-de-sac does not create an impediment to the ability of Oroville's Fire and Police Departments to serve all lots that abut the cul-de-sac.

B. Because the Property is zoned *R-3*, the number of lots created by the Map and the design of the lots do not necessarily affect the potential maximum density or type of residential development. It is usually the density and/or type of development that has the greatest effect on public welfare and surrounding property.

C. The City of Oroville's adopted building codes require alternative fire suppression measures in conjunction with construction of structures more than 150 feet from the street.

4. TSM 04-02, as described herein, is conditionally approved and the Mitigated Negative Declaration prepared for TSM 04-02 and GPA / ZC 04-01 is adopted for said approval. The Planning Manager is designated as custodian of the documents and / or other materials which constitute the record of proceedings upon which the decision of the Planning Commission is based, and this record shall be maintained at Oroville City Hall, 1735 Montgomery Street, Oroville.

5. Subdivider shall comply with the following conditions regarding the approval of TSM 04-02:

A. TAXES: Prior to approval of a Final Map:

1) Segregate any assessments against the properties.

2) Pay any delinquent taxes and/or assessments against the properties as specified in Article 8 of Chapter 4 of Division 2 of Title 7 of the California Government Code, commencing with Section 66492.

B. FEES:

1) Prior to approval of the Final Map, pay all applicable final map fees, including but not limited to map check fees, improvement plan check fees, inspection fees, assessment district formation fees (including the City's cost for assistance from consultants), and recording fees for the Final Map and related documents.

2) At the time a building permit is issued for new construction on any of the Lots created by this Map, pay the following fees for each lot for which a building permit is issued:

a) Sewer capacity and service connection fees.

b) All other applicable standard City of Oroville development fees and permits pursuant to ordinances in effect at the time development is approved for each Lot.

C. CONVEYANCES AND EASEMENTS:

1) Deed to the City of Oroville in fee simple a 60-foot right-of-way for Road "A," including sufficient land on both sides of Road "A" at the intersection with Orange Avenue to construct a curb return to City standards.

2) Dedicate to the City of Oroville a one-foot "no access strip" across the Orange Avenue frontage of the Lot 1, or relinquish abutter's access rights from Lot 1 to Orange Avenue.

3) Dedicate to the City of Oroville a one-foot "no access strip" across all of the Road "A" frontage of Lot 1 except for the northern 30 feet of that frontage.

4) Dedicate a 10-foot wide Public Utility Easement along all lots abutting Road "A," as requested by PG&E.

5) Deed to the City of Oroville in fee simple Lots "A," "B," and "C" as those lots appear on the Map.

6) Deed to the City of Oroville a 20-foot wide stormdrain easement along the

eastern boundary of Lot 8.

7) Deed to the City of Oroville a 20-foot wide stormdrain easement through the northern portion of Lot 14, in the approximate location illustrated on the Map.

8) For the following Lots, reserve and dedicate a 10-foot wide private drainage easement at the described location:

   a) Along the northern boundary of Lots 8, 9, and 10.

   b) Along the western boundary of Lots 11, 12, 13, 15, 16, 17, 18, and 19.

   c) Along the southern boundary of Lot 13.

   d) At the southwestern corner of Lot 14.

9) Concurrent with recording of a Final Parcel Map, record a note on the deed for Lots 10, 11, 12 and 13 that PG&E will not allow construction of any buildings or structures, or storage of any materials inside, over, or under the PG&E easement located on that Lot, and that the height of trees may also be regulated by PG&E.

10) Establish a no-grading / no-building Oak Tree Preservation easement or covenant in locations approved by the Director of Parks and Trees if necessary for purposes of implementing the oak tree mitigation plantings described in this Resolution. The easement or covenant shall be in a form approved by the City Attorney as being appropriate to achieve the stated purpose, and the deed for affected lots shall include a notice about the deed restriction, and the restriction shall be recorded on the Final Map, or shall be recorded concurrently with the map on a separate instrument.

11) Deed to the City of Oroville a temporary right of access to all proposed Oak Tree Preservation easements for purposes of monitoring for five (5) years the survival of oak trees planted as mitigation in accordance with the provisions of this Resolution. The location of Oak Tree Preservation easements shall be approved by the Director of Parks and Trees. The manner of establishing the temporary right of access shall be approved by the City Attorney, and the deed for these lots shall include a notice about the right of access.

12) All access rights shall be reserved by deed, per City Ordinance, and offered for dedication and depicted on the Final Map.

13) All easements of record and all easements created in accordance with the conditions of approval described in this Resolution shall be shown on the Final Map.

D. <u>STREETS</u>

1) Each Lot created by the Map shall conform to City Code and all other applicable standards regarding the length of frontage on, and access to, Road "A ."

2) The cul-de-sac may exceed 600 feet in length, as depicted on the Map.

3) The bulb of the cul-de-sac shall provide a minimum 50-foot radius from curb to curb, and it shall be designed and constructed to the City's Public Works and Fire Department standards for one-way traffic.

4) For Road "A," construct a full street section to the City's ST-01 road standard with rolled curb, gutter, and sidewalk, except that no sidewalk shall be require along the street frontage of Lot "C." The sidewalk shall be constructed at the back of the curb. Alternately, Road "A" shall be constructed to the standard cross section for a local street that may be adopted by the City prior to approval of improvement plans for this Map. A proposed alternate standard would require less paved width and a planter strip between the curb and sidewalk.

5) For Road "A," the minimum structural section for paving shall be two inches AC, and eight inches AB, SC 250 prime, fog seal, and 95% relative compaction. Expansive soil conditions may require greater pavement base depth. "R" value determination and other data may be required to support the section design.

6) Construct disability access ramps to the City's ST-15 standard on both sides of Road "A" at the intersection with Orange Avenue, and at other locations specified by the Public Works Director. The curb ramps and the sidewalk back of ramps shall be placed within the City right-of-way.

7) Install a stop sign and traffic markings at the subdivision's intersection with Orange Avenue.

8) For Orange Avenue, sawcut the existing paving and extend it to provide 26 feet of paving from the centerline of the street. Construct vertical curbs, a planting strip of variable width that is generally 8 feet wide, and a 5-foot wide sidewalk behind the planting strip. The intent of allowing a variable-width planting strip is to allow construction of the sidewalk in a location that does not require relocation of existing utility poles if at all possible.

9) For Orange Avenue, the minimum structural section for paving shall be four inches AC, and ten inches AB, SC 250 prime, fog seal, and 95% relative compaction. Expansive soil conditions may require greater pavement base depth. "R" value determination and other data may be required to support the section design.

10) On Orange Avenue, provide AC transition from the curb line to the edge of pavement and temporary curb ramps at the end of the sidewalk. The transition ratio shall be 5:1.

11) On Orange Avenue, provide bike lane striping and signage along the street frontage of the Property, in accordance with City Standards.

12) On Orange Avenue, stripe a continuous left turn lane, with a taper ending the lane at the eastern boundary of the Property. The lane should be designed to continue across the western boundary of the site. The striping plan shall be designed by a registered engineer and approved by the Oroville Public Works Division.

13) On Lot "C," construct the fill slope, retaining wall, and parking spaces that are depicted on the Map in accordance with a geotechnical report prepared for that lot and with plans submitted to and approved by the City of Oroville Public Works Division. Parking spaces shall be striped in accordance with City Standards. Immediately adjacent to the parking spaces, install a sign that states the parking spaces are part of a public street and are therefore subject to the same parking restrictions that apply to all public streets, such as no parking of inoperable or unlicensed vehicles, and no parking of any vehicle in one place for longer than allowed by the vehicle code.

14) Install centerline monuments in accordance with City Standards.

15) Prior to recordation of the Final Map, the street name shall be approved by the City Address Coordinator, and street name signs shall be provided per requirements of the Division of Public Works. A minimum of 3 alternate names for the new street shall be submitted.

16) All traffic control devices including stop signs, street legends, centerline stripping, shoulder stripping, warning signs, etc, shall be shown on the improvement plans and shall be installed in accordance with City Standards.

17) Street trees shall be planted behind all sidewalks constructed on Road "A," and in the planting strip along Orange Avenue. The Director of Parks and Trees may approve alternate variation for street trees for Lots 10, 11,12, 13. The type and location of the street trees shall be approved by the Director of Parks and Trees Department. For all lots except Lot "A" and the Orange Avenue frontage of Lot 1, the street trees are to be planted prior to issuance of a Certificate of Occupancy or Building Permit Final for that lot. The deed for any lot created by this subdivision that is sold prior to the time the street trees for that lot are planted shall include a note that street trees must be installed as described.

18) For the Orange Avenue frontage of Lot 1, and for the Orange Avenue and

Road "A" frontage of Lot "A," prepare a landscape and irrigation plan for, and install the approved landscaping and irrigation system within, the public right-of-way. The landscape and irrigation plan shall be approved by the Director of Parks and Trees.

19) Prior to construction of required street improvements, submit improvement plans to the Public Works Division for approval. All improvement plans shall be designed by a Registered Civil Engineer, shall conform to the Standards of the City of Oroville, and shall be approved by the City Engineer prior to the start of work.

20) All streets and frontage improvements shall be constructed in conformance with the Oroville Construction Standards, the Oroville Code, and the details as shown on the approved construction plans.

21) Obtain an encroachment permit from the Public Works Division prior to construction of improvements in public right-of-way.

E. WATER FACILITIES:

1) Water for domestic use and fire suppression shall be obtained from the California Water Service Company (Cal Water). Water service shall be stubbed out to each lot within the subdivision. All water installations will be done according to Cal Water standards in effect at the time of the installation.

2) All connections to existing Cal Water infrastructure shall be performed in accordance with the requirements of Cal Water.

F. SEWER

1) All new structures constructed on the new lots created by this subdivision shall be connected to the City sanitary sewer system. A sanitary sewer main shall be constructed in Road "A" and service laterals stubbed out to each property line prior to approval of the Final Map.

2) All sanitation facilities shall be constructed in conformance with the Oroville Construction Standards, the Oroville Code, and the details as shown on the approved construction plans. The subdivider shall submit construction details, plans and profiles, typical sections and specifications, and cost estimates -- all prepared by a Registered Civil Engineer -- to the Division of Public Works for review and approval prior to the start of any work.

G. DRAINAGE

1) On-site drainage from street improvements shall be collected on-site and transported via underground conduits constructed in Road "A" to the

stormwater detention pond to be constructed in Lot "A."

2) Cross-lot drainage shall not be allowed at any location on any of the lots created by this Map, except within the private drainage easements to be created on Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19.

3) Construct within the 20-foot wide stormdrain easement on Lot 8, and dedicate to the City of Oroville, an underground stormdrain pipe with a concrete headwall on the upstream end. This pipe shall collect the concentrated flow of off-site stormwater at that location and discharge it to the primary underground drainage pipe to be constructed in Road "A."

4) Construct within the 20-foot wide stormdrain easement on Lot 14, and dedicate to the City of Oroville, a stormdrain pipe to convey stormwater from the south end of the cul-de-sac in Road "A" to the primary underground drainage line to be constructed in Road "A."

5) Stormdrain pipe sizes greater than 24 inches in diameter shall include a settling basin and a security screen on all open ends.

6) On each of the following lots, construct a concrete drainage swale within the 10-foot private drainage easement at the described location for purposes of conveying cross-lot drainage to the stormwater detention facility to be constructed in Lot "A."

   a) The western boundary of Lots 11, 12, 13, 15, 16, 17, 18, and 19. Subdivider shall submit a copy of proposed improvement plans to CalWater for review and comment prior to construction of improvements on Lots 11, 12, and 13. It may be necessary to construct the swale several feet inward from the western boundary on these Lots to avoid conflicts with the CalWater water main installed several feet west of that boundary.

   b) The western corner of Lot 14.

   c) The southern boundary of Lot 13 and Lot "C."
   d) The northern boundary of Lots 7, 8, 9, and 10.

7) On each of the following lots, construct unimproved drainage swales or "V" ditches in the described locations to collect on-site drainage and direct it to Road "A:"

   a) The eastern boundaries of Lots 4, 5, 6, and 7.

   b) The southern boundaries of Lots 2, 3, 4, 5, 6, 7, 11, 12, 14, 15, 16, 17, 18, and 19.

c) The northern boundary of Lot 11.

d) The eastern and western boundary of Lot 10.

e) The eastern boundary of Lot 9.

8) The owner of each Lot created by this Map shall be responsible for maintenance in perpetuity of all concreted or unimproved drainage swales constructed to convey drainage waters in the manner described in this Resolution. A deed restriction that establishes a prohibition on eliminating the swales, and establishes a responsibility to maintain them as designed, shall be recorded concurrently with the recording of the Final Map.

9) Construct an energy dissipator to slow water that is discharged from the concrete drainage swale on Lot 19 to the stormwater detention basin on Lot "A." The manner in which energy is dissipated shall be approved by the Division of Public Works.

10) Construct an underground drainage pipe along the Orange Avenue frontage of the Property. The size of the pipe shall be determined by the engineer and approved by the City of Oroville Public Works.

11) Construct at approximately the western boundary of the Orange Avenue frontage of the Property a stormdrain manhole.

12) Public and private improvements constructed for the approved subdivision, including from improvements constructed for streets that abut it, shall not result in an increase in the peak rate of stormwater runoff from the undeveloped Property during any design storm event up to and including a 100-year design storm event. Documentation that proposed drainage improvements will achieve this standard shall be submitted to the City of Oroville Public Works Division. All drainage calculations and the capacity of the detention facility designed to implement this requirement shall be approved by the City of Oroville Public Works Division.

13) Construct a stormwater detention facility on Lot "A" in accordance with a geotechnical report for the lot and engineered plans submitted to and approved by the City of Oroville Public Works Division. The facility shall involve a cut condition only and shall provide a minimum of one foot of freeboard, unless a fill condition can be engineered to a standard that is approved by the City of Oroville Public Works Division as meeting appropriate standards for a "dam" designed to contain the maximum volume of water for which the detention basin is designed. The facility shall provide an emergency overflow mechanism. The stormwater detention facility shall be dedicated to the City of Oroville for maintenance.

14) Stormwater shall be discharged from the detention facility constructed on Lot "A" to the drainage pipe constructed along the Orange Avenue frontage of the Property.

15) Subdivider shall demonstrate to the Public Works Division that the existing open roadside ditches on Orange Avenue upstream and downstream of the Property have the capacity to accommodate the increase in volume of stormwater flow that will result from development of the Property, during all design storm events up to and including a 100-year design storm event, without creating public safety or nuisance problems.

16) Design and maintenance plans for construction of improvements to comply with the described drainage requirements shall be prepared by a Registered Civil Engineer, and reviewed and approved by the Public Works Division

17) All drainage improvements shall be constructed in conformance with Oroville Construction Standards, the City Master Drainage Plan, and the details shown on approved construction plans. The subdivider shall have a Registered Civil Engineer prepare and submit construction details, plans and profiles, typical sections and specifications, and cost estimates to the Public Works Division for review and approval prior to the start of any work.

H. FIRE PROTECTION:

1) Fire hydrants shall be installed in the locations specified by the Oroville Fire Department, with general spacing being approximately 400 feet. Installation of the hydrants shall conform to the requirements of the City of Oroville and Cal Water.

2) Fire hydrants shall be fully functional prior to issuance of any building permits.

I. OTHER PUBLIC FACILITIES:

1) The subdivider shall provide telephone, cable television, and gas service to all lots, in accordance with Oroville City Code, the Oroville Construction Standards, and the requirements of the agencies providing these services.

2) All new utilities shall be installed underground. The existing overhead utilities in Orange Avenue may remain in place.

3) Street lights shall be installed in accordance with Pacific Gas and Electric and City Standards. A street lighting plan shall be submitted to the Public Works Division. Street light poles shall be spun aluminum or other material approved by the Public Works Director.

4) Any relocation or rearrangement of existing PG&E electric pole line facilities as a result of this subdivision will be at the developer/applicant's expense.

5) A letter stating that satisfactory financial arrangements for installation of utilities shall be provided from each utility prior to recordation of the Final Map.

6) The joint trench composite shall be incorporated into the construction drawings.

J. LOT GRADING:

1) Prior to approval of improvement plans and a Final Map, a Registered Civil Engineer or geologist shall prepare a soils report or geotechnical report. The report shall be prepared in a manner consistent with standard engineering practice, and shall be reviewed for acceptability by the Public Works Division.

2) Grading of the lots shall be completed in accordance with Oroville City Code and Oroville's Construction Standards. The subdivider shall submit grading details, plans and specifications prepared by a Registered Civil Engineer to the Public Works Division for review and approval prior to the start of any work.

3) A Construction Storm water Permit will be required by the State Regional Water Quality Control Board. The permit must be obtained prior to grading and construction, and a copy of the approved permit shall be submitted to the City of Oroville Public Works prior to issuance of a grading permit..

4) All activities relating to the project, including grading, shall be in compliance with all federal laws and regulations, including the Endangered Species Act and the Clean Water Act. Developer's activities, including grading, shall not result in a "take" of any endangered species or such species' habitat without

first complying with the requirements of the Endangered Species Act and shall not result in a discharge to any Water of the United States of America without first complying with the requirements of the Clean Water Act.

5) Pursuant to CEQA Guidelines Section 15064.5(e), in the event of the accidental discovery or recognition of prehistoric or historic archaeological deposits in an area subject to development activity, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie similar resources and a professional archaeologist shall be consulted. Further, if human remains are discovered, the coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required. If the County Coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission within 24 hours.

K. LANDSCAPING

1) Prior to approval of the Final Map, all surfaces of Lot "A" shall be permanently protected from wind and water erosion by hydroseeding or other method approved by the Public Works Division and the Director of Parks and Trees.

2) Prior to approval of the Final Map, Lot "A" shall be screened by a combination of fencing and landscaping. At a minimum, some trees and shrubs shall be planted around the entire boundary of Lot "A" for purposes of providing accent plantings; at a maximum, the perimeter of Lot "A" shall be fully screened from public view by landscaping. The amount of landscaping required shall depend upon subdivider's plan for permanently protecting the surface of Lot "A" from erosion, and the type of fencing that is constructed around the perimeter of the lot. If a solid, 6-foot high fence is constructed around Lot "A," and/or if Lot "A" is covered by irrigated turf that will be green and mowed through the summer in particular, then only accent landscaping shall be required. For purposes of this condition, a chain link fence with slats does not qualify as a solid fence. A landscape, irrigation, and fencing plan for Lot "A" shall be submitted to and approved by the Parks and Trees Director, who shall implement the intent of this condition to make the on-going appearance of Lot "A" complementary to the single-family residential uses around it.

3) Prior to approval of a Final Map, a revegetation and irrigation plan for all disturbed portions of Lot "B" and Lot "C" shall be submitted to and approved by the Parks and Trees Department. The plans shall be prepared in accordance with City Code provisions for preparation of landscape plans. Use of native vegetation is encouraged, but irrigation may be required to minimize wildfire potential.

4) Prior to approval of a Final Map, landscape, revegetation and irrigation improvements shall be installed on Lot "A," Lot "B" and Lot "C" in accordance with the plans approved by the Parks and Trees Director.

L. OAK TREE MITIGATION

1) A permit must be obtained from the Director of Parks and Trees prior to conducting any activity listed below within the dripline of any oak tree that is equal to or greater than six inches in diameter at fifty-four inches in height, if the trunk of the tree is on the property, or if the trunk of the tree is on an adjacent property but a substantial portion of the canopy of the tree hangs over the Property:

   a) Removal of the tree.

   b) Trenching or construction on or under the surface of the ground within the dripline of the tree.

   c) Placing materials or parking vehicles under the dripline of the tree.

2) An application for a Permit to construct within the dripline of any oak tree that is equal to or greater than six inches in diameter at fifty-four inches in height shall include the following information:

   a) A detailed description of the activity, including the depth and/or weight of materials to be excavated and/or placed within the dripline. The description shall also specify the precise location within the dripline that will be affected, the duration of all activities that will occur within the dripline, and what specific improvements, if any, will be permanently installed within the dripline.

   b) A written recommendation from a certified arborist who has reviewed all of the information described above regarding the estimated extent of damage to the tree, and whether reasonable measures can be taken under the circumstances to avoid permanent severe damage to, or removal of, the tree.

   c) The Director of Parks and Trees shall issue the requested permit after reviewing all of the information submitted with the application and making a determination regarding whether the tree is likely to be significantly damaged or lost and therefore subject to the replacement mitigation described in this Resolution. Owner may choose whether to simply remove or attempt to preserve trees that may be significantly damaged.

3) All oak trees that are greater than six inches in diameter at fifty-four inches in

height for which the Owner has not requested and received from the Director of Parks and Trees a permit allowing removal or allowing the conduct of activities described above shall be protected as described below during the process of grading the site, constructing the public and private improvements described in this Resolution, and preparing the building sites for each lot:

a) Root protection zones shall be created by placing temporary fencing around all trees to be retained, which is 1.5 time the distance from the trunk to the drip line.

b) During construction, soil accumulation (including fill or excavations that result in changes in grade); soil compaction; clean-out of cement, chemical, or other equipment; paving; and construction (including trenching) shall be avoided within the fenced root protection zones. To prevention soil compaction within the fenced area:

i) No vehicles shall be parked there, and

ii) No equipment or materials shall be stored there, and

iii) In the root zones closest to construction areas, a 6-12 inch layer of wood chip mulch shall be used to cushion the impact of foot traffic.

4) Prior to approval of a Final Map, all oak trees that are removed or significantly damaged during the process of grading the Property, constructing the public and private improvements described in this Resolution, and preparing the building sites for each lot shall be mitigated in the manner and in the ratio described below. For purposes of this section, "significantly damaged" shall mean that damage to the tree will render it a public hazard within five (5) years, as determined by the Parks and Trees Director.

a) Inventoried oak trees six inches or greater in diameter at fifty-four inches in height shall be replaced at a ratio of 5:1, except as provided in this resolution.

b) Oak trees lost that are three to six inches in diameter at fifty-four inches in height shall be replaced at a ratio of 3:1, except as provided in this resolution.

c) Oak trees lost that are less than three inches in diameter at fifty-four inches in height shall be replaced at a ratio of 1:1, except as provided in this resolution.

d) The replacement ratios identified above may be reduced as approved

by the Parks and Trees Director, if on-site plant stock is replanted in the approved mitigation area under supervision of the Director.

e) Replacement plantings shall be placed in a oak tree preservation areas approved by the Parks and Trees Director, the location of which shall be depicted on the Final Map, Replacement plantings shall be installed so as to mimic natural woodland patterns (i.e. not planted in straight lines at regular intervals).

f) Oak tree plantings shall have an irrigation system that has been approved by the City of Oroville's Parks and Trees Department. Oak tree plantings will be required to meet a survival rate of seventy-five (75) percent. Remedial planting, if necessary, shall be monitored to ensure the seventy-five percent survival rate. The tree plantings shall be monitored for five years in accordance with a monitoring plan approved by the Parks and Trees Director. The cost of monitoring and replanting shall be the responsibility of the owners of property within the subdivision, and shall be assured in a manner approved by the City Attorney.

5) A licensed arborist shall be onsite during all grading and construction activities in the vicinity of oaks that Owner has designated for protection, and shall supervise the removal and replanting of all oaks approved for transplanting as mitigation. Subdivider shall pay all of the City's costs for arranging to have an arborist monitor protection of designated oak trees during the construction process.

6) Prior to approval of a Final Map, a plan for maintenance and monitoring of oak tree mitigation areas for a 5-year period shall be prepared by a licensed arborist and approved by the Director of Parks and Trees.

M. <u>OTHER REQUIREMENTS</u>

1) Provide documentation sufficient to allow the Director of Public Works to determine that the Property was legally created.

2) The Final Map and improvement plans shall conform to all requirements set forth in City Code Chapter 23, unless an exception from a particular requirement has been specifically authorized in this Resolution.

3) For Lots 7, 11, 12, and 13, the lot depth may exceed three times the lot width in the manner depicted on the Map.

4) Subdivider shall record concurrently with the Final Map a covenant that specifies the maximum number of residential dwelling units to be constructed on each Lot created with the Map. The total number of residential dwelling

units for all of the Lots created by the Map, as specified by the covenant, shall not exceed 40. The covenant shall run with the Property and all Lots created by the Map.

5) Prior to approval of the Final Map, all surfaces of Lot "A" shall be permanently protected from wind and water erosion by hydroseeding or other approved method.

6) Prior to approval of the Final Map, a 6-foot high fence shall be constructed approximately behind the sidewalk along the entire Orange Avenue frontage of Lot "A" and Lot 1, to provide an attractive entryway into the subdivision. The fence shall be constructed of a solid and durable material, such as masonry.

7) Prior to approval of the Final Map, Lot "A" shall be screened by a combination of fencing and/or landscaping in an manner that is approved by the City of Oroville Parks and Trees Director as conforming to the provisions described herein:

   a) At a minimum, some trees and shrubs shall be planted around the entire boundary of Lot "A" for purposes of providing either full screening or accent plantings.

   b) The amount of landscaping required shall depend upon subdivider's plan for fencing and permanently protecting the surface of Lot "A" from erosion: if a solid, 6-foot high fence is constructed around Lot "A," and/or if Lot "A" will be covered by irrigated turf that will be green and mowed through the summer in particular, then only accent landscaping shall be required. For purposes of this condition, a chain link fence with slats does not qualify as a solid fence.

   c) A landscape, irrigation, and fencing plan for Lot "A" shall be submitted to and approved by the Parks and Trees Director, who shall implement the intent of this condition to make the on-going appearance of Lot "A" complementary to the single-family residential uses around it.

8) Plant a dense, tall vegetative screen along the western boundary of Lots 15, 16, 17 & 18 to protect the occupants of those lots from noise and light generated by the existing dairy distributorship that is established adjacent to those lots. A landscape and irrigation plan for implementation of this requirement shall be submitted to the Director of Parks and Trees for approval prior to installation.

9) On Lot 6, no structure shall be constructed to a height that is greater than 35 feet, and at elevations greater than 340 feet, no structure may be constructed

that is greater in elevation than 20 feet.

10) On Lot 7, no structure shall be constructed to a height that is greater than 35 feet, and at elevations greater than 350 feet, no structure may be constructed that is higher in elevation than 20 feet.

11) Prior to approval of a Final Map, establish a lighting, landscape, and drainage maintenance district that encompasses all lots created by the Final Map, and provides for the maintenance of all lighting, landscaping, and drainage facilities, both natural and constructed, within the boundaries of the subdivision, including the maintenance of Lots "A," "B," and "C." Subdivider shall pay all costs of establishing the district, including consultant costs.

12) Subdivider shall provide the Public Works Division with as-built plans for all public improvements and utility extensions constructed on the site for which the Final Map is to be approved.

13) Construction practices shall conform to the standards adopted by the Butte County Air Quality Management District, which require that a) fugitive dust emissions related to construction of public improvements for the subdivision must be controlled at all times, b) all clearing, grading, earth moving, or excavation activities must cease during periods of wind exceeding 15 miles/ hour averaged over 1 hour, and c) large off-road diesel equipment used for grading at a site must be maintained in good operating condition.

14) No open masonry fireplaces or pre-manufactured, zero clearance fireplaces that do not meet the emission limits established in the Butte County Air Quality Management District Rule 207 may be installed in any home constructed on any lot created by this subdivision. Notice of this restriction shall be recorded on the Final Map, or shall be recorded concurrently with the map on a separate instrument.

15) Approval of this tentative subdivision map expires on May 17, 2006. After that date no Final Maps will be approved for any of the lots created by this tentative subdivision unless an extension is applied for and approved in accordance with City Code.

16) All conditions of approval of this subdivision that have not been actually implemented or for which implementation has not been provided in a subdivision improvement agreement shall be recorded on the Final Map, or shall be recorded concurrently with the Final Map on a separate instrument.

*********

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the Planning Commission of the City of Oroville held on the 17th day of May, 2004, by the following vote:

AYES: COMMISSIONERS _____

NOES: COMMISSIONERS _____

ABSTAIN: COMMISSIONERS _____

ABSENT: COMMISSIONERS _____

ATTEST: APPROVE:

_____
SECRETARY CHAIRMAN

**EXHIBIT - C**

GENESIS
LANDSCAPE ARCHITECTURE

February 8, 2006

Charles Miller
Director of Parks and Trees
1735 Montgomery Street
Oroville, California 95695

Re: Mission Olive Ranch Subdivision tree mitigation

Dear Mr. Miller,

This letter is to confirm that the oak tree mitigation requirements as determined by you and Steve Jasco for the Mission Olive Ranch Subdivision have been met. Sixteen (16) existing oak trees were removed during construction of the subdivision. The replacement ratio for mitigation is 1:1 with a fifteen gallon size tree. Eighteen (18) fifteen gallon size oak trees are proposed to be planted to mitigate the oak tree loss. There are (9) fifteen gallon size Quercus wislizenii (Interior Live Oak), and (9) fifteen gallon size Quercus lobata (Valley Oak) specified to be planted.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Thomas H. Phelps

Thomas H. Phelps, ASLA
Landscape Architect #4122
GENESIS landscape architecture

1388 Longfellow Avenue, Suite 8
Chico, California 95926
(530) 894-5670 fax (530) 893-4763

## OWNER'S / TRUSTEE'S STATEMENT

WE, MISSION OLIVE RANCH, LP, A CALIFORNIA LIMITED PARTNERSHIP, AS OWNERS OF THE LAND SHOWN HEREON AND MID VALLEY TITLE & ESCROW COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEED OF TRUST RECORDED AUGUST 22, 2005, AT BUTTE COUNTY RECORDER'S SERIAL NUMBER 2005-0049321, DO HEREBY STATE THAT WE ARE THE ONLY PARTIES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND THAT WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

WE, HEREBY, OFFER FOR DEDICATION, AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES, THE FOLLOWING:

A) THE STREET SHOWN ON THE ANNEXED MAP AS "FELICE COURT" AND LOTS A, B AND C AS SHOWN ON THE ANNEXED MAP TO THE CITY OF OROVILLE IN FEE.

B) PUBLIC UTILITY EASEMENTS (P.U.E.) AS SHOWN ON THE ANNEXED MAP TO THE PUBLIC.

C) 20-FOOT WIDE PUBLIC STORM DRAIN EASEMENT AS SHOWN ON THE ANNEXED MAP TO THE CITY OF OROVILLE.

D) WE HEREBY CONVEY, TRANSFER AND RELEASE TO THE CITY OF OROVILLE ALL ABUTTERS RIGHTS OF ACCESS FROM LOT 1 TO ORANGE AVENUE AND TO A PORTION OF THE FELICE COURT FRONTAGE AS SHOWN ON THE ANNEXED MAP.

FURTHER, WE DO HEREBY CREATE FOR SPECIFIC PURPOSES, THE FOLLOWING:

1) A 10.00-FOOT WIDE PRIVATE DRAINAGE CHANNEL EASEMENT OVER A PORTION OF LOTS 8 AND 9 AS SHOWN ON THE ANNEXED MAP, FOR THE BENEFIT OF LOTS 8, 9, & 10. SAID EASEMENT IS TO BE RESERVED IN DEED BY REFERENCE TO THIS MAP.

2) A PRIVATE DRAINAGE CHANNEL EASEMENT OVER A PORTION OF LOTS 12 – 19 AND B AS SHOWN ON THE ANNEXED MAP, FOR THE BENEFIT OF LOTS 11 – 19. SAID EASEMENT TO BE RESERVED IN DEED BY REFERENCE TO THIS MAP.

MISSION OLIVE RANCH, LP,
A CALIFORNIA LIMITED PARTNERSHIP

Steve Jasco

STEVE JASCO, PRESIDENT
JASCO INVESTMENTS, INC.
GENERAL PARTNER OF MISSION OLIVE RANCH, LP

SIGNATURE: Roger A Button

PRINTED NAME: Roger A. Button

TITLE: V.P.
MID VALLEY TITLE & ESCROW COMPANY

## ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF BUTTE

ON THIS 30 DAY OF March, 2006, BEFORE ME, Jennifer Mackall
A NOTARY PUBLIC, PERSONALLY APPEARED Steve Jasco & Roger A. Button,
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND NO SEAL REQUIRED.

SIGNATURE Jennifer Mackall Jennifer Mackall
PRINTED NAME

COMMISSION EXPIRES 10-27-2009

NOTARY'S PRINCIPAL PLACE OF BUSINESS Chico, Butte
(CITY & COUNTY)

## ENGINEER'S STATEMENT

I, MICHAEL S. BYRD, DO HEREBY STATE THAT I AM A LICENSED CIVIL ENGINEER OF THE STATE OF CALIFORNIA, THAT THE MAP OF MISSION OLIVE RANCH SUBDIVISION CORRECTLY REPRESENTS A FIELD SURVEY MADE UNDER MY DIRECTION IN JULY, 2004 THAT IT IS TRUE AND COMPLETE AS SHOWN, THE MONUMENTS SHOWN WILL BE OF THE CHARACTER AND SET IN THEIR CORRECT POSITIONS WITHIN 180 DAYS OF FINAL MAP RECORDATION, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS MAP WAS PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STEVE JASCO IN SEPTEMBER, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

REGISTERED PROFESSIONAL ENGINEER
MICHAEL S. BYRD
No. 28998
Exp. 03-31-07
CIVIL
State of California

MICHAEL S. BYRD
R.C.E. 28998
REGISTRATION EXPIRES: 03/31/07

3-30-06
DATE

## CITY SURVEYOR'S STATEMENT

I, ROGER K. HANLIN, HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF "MISSION OLIVE RANCH SUBDIVISION", THAT IT IS SUBSTANTIALLY THE SAME AS APPEARED ON THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE "SUBDIVISION MAP ACT" OF THE STATE OF CALIFORNIA AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

ROGER K. HANLIN, P.L.S. 5912
CONSULTING CITY SURVEYOR, CITY OF OROVILLE
REGISTRATION EXP. 12/31/06

3-30-06
DATE

PROFESSIONAL LAND SURVEYOR
ROGER K. HANLIN
LS 5912
Exp. 12-31-2006
STATE OF CALIFORNIA

## ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF BUTTE

ON THIS _____ DAY OF _____, 2006, BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____,
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND NO SEAL REQUIRED.

SIGNATURE _____ _____
PRINTED NAME

COMMISSION EXPIRES _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
(CITY & COUNTY)

## PUBLIC WORKS DIRECTORS STATEMENT

I, ERIC M. TEITELMAN, DIRECTOR OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS FOR THE CITY OF OROVILLE, COUNTY OF BUTTE, STATE OF CALIFORNIA, HEREBY STATE THAT DEDICATIONS A, B & C SHOWN IN THE OWNER'S/TRUSTEE'S STATEMENT HEREON AND OFFERED FOR DEDICATION ARE NOT ACCEPTED, AT THIS TIME, ON BEHALF OF THE PUBLIC.

MISSION OLIVE RANCH, LP, A CALIFORNIA LIMITED PARTNERSHIP, HAS CONSENTED TO THESE DEDICATIONS FOR PUBLIC USE AS SHOWN UPON THIS MAP AND ARE PUT ON NOTICE THAT PURSUANT TO GOVERNMENT CODE SECTION 66477.5, ANY DEDICATED PROPERTY SHALL BE RECONVEYED TO THE OWNER OR SUCCESSOR IN INTEREST, IN THE EVENT THAT THE LOCAL AGENCY DETERMINES THAT THE DEDICATION IS NO LONGER REQUIRED FOR THE PUBLIC PURPOSES INTENDED.

3/30/06
DATE

ERIC M. TEITELMAN P.E.,
DIRECTOR OF COMMUNITY DEVELOPMENT
AND PUBLIC WORKS, CITY OF OROVILLE

## CITY CLERK'S STATEMENT

I, SHARON ATTEBERRY, CITY CLERK OF THE CITY OF OROVILLE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DO HEREBY STATE THAT ON THE 30th DAY OF MARCH, 2006, THE OROVILLE CITY COUNCIL OFFICIALLY APPROVED "MISSION OLIVE RANCH SUBDIVISION" BY RESOLUTION NO. 6643.

Sharon Atteberry 3/30/06
SHARON ATTEBERRY DATE
CITY CLERK, CITY OF OROVILLE

## RECORDER'S STATEMENT

FILED THIS 30th DAY OF MARCH, 2006, AT 3:50 P.M., IN BOOK 166 OF MAPS AT PAGES 98, 99 AND 100 AT THE REQUEST OF ROLLS, ANDERSON AND ROLLS.

SERIAL NO. 2006-16146

SUBDIVISION NO. 688

CANDACE J. GRUBBS,
COUNTY RECORDER
COUNTY OF BUTTE

BY: B. Wangberg
DEPUTY RECORDER
B. WANGBERG

# MISSION OLIVE RANCH SUBDIVISION

FOR

MISSION OLIVE RANCH, LP

A DIVISION OF LOTS 1 AND 2 OF THE PLEASANT VALLEY TRACT
BOOK 7 OF MAPS PAGE 75 AND A PORTION OF SECTION 9,
T. 19 N., R. 4 E., M.D.B.&M.
CITY OF OROVILLE BUTTE COUNTY CALIFORNIA

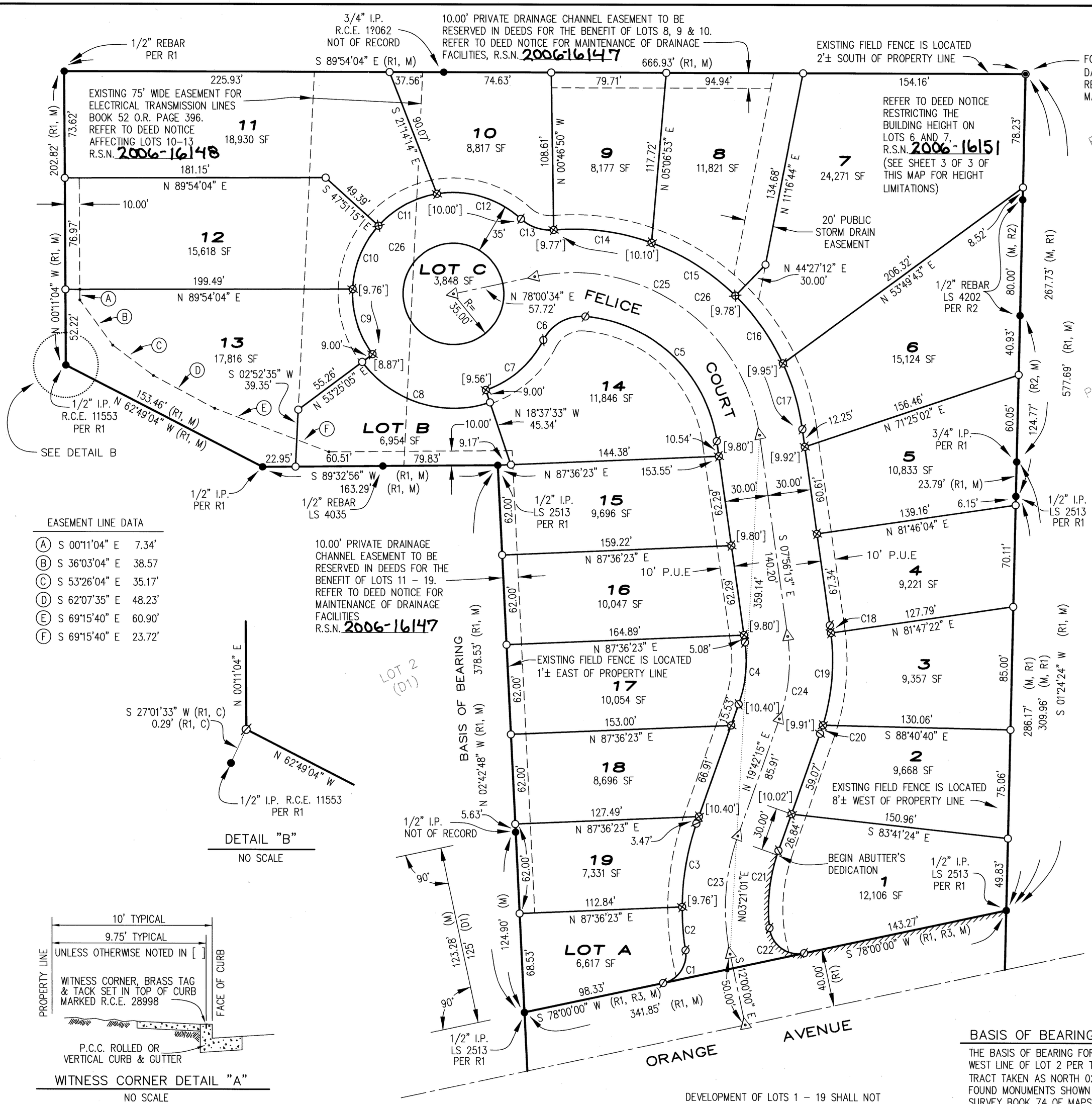
RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS
115 YELLOWSTONE DRIVE • CHICO, CALIFORNIA 95973-5811
TELEPHONE 530-895-1422

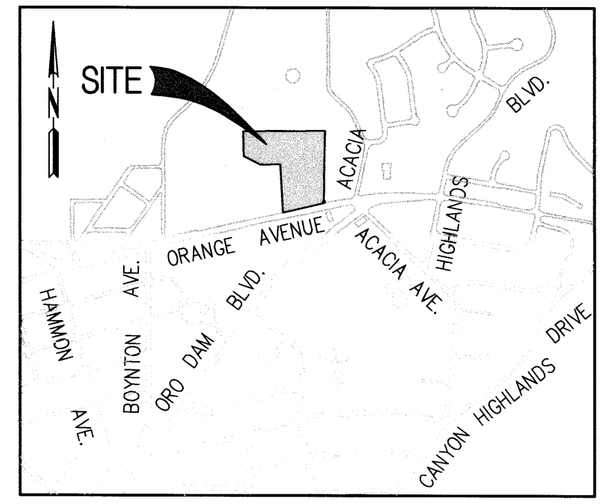
MARCH 30, 2006 04128 SHEET 1 OF 3



Certificate of Correction 2007-0006905 2/9/2007

BOOK 166 PAGE 98




LOCATION MAP
NO SCALE

| | |
|---|---|
| LOTS 1–19 | 5.27 ACRES |
| LOTS A–C | 0.40 ACRES |
| ROAD R.O.W. | 1.09 ACRES |
| TOTAL SUBDIVISION AREA = 6.76 ACRES | |

EASEMENT LINE DATA

| | | |
|---|---|---|
| (A) | S 00°11'04" E | 7.34' |
| (B) | S 36°03'04" E | 38.57 |
| (C) | S 53°26'04" E | 35.17' |
| (D) | S 62°07'35" E | 48.23' |
| (E) | S 69°15'40" E | 60.90' |
| (F) | S 69°15'40" E | 23.72' |




DETAIL "B"
NO SCALE




WITNESS CORNER DETAIL "A"
NO SCALE

CURVE DATA

| CURVE | RADIUS | DELTA | LENGTH |
|---|---|---|---|
| C1 | 20.00' | 87°08'02" | 30.42' |
| C2 | 180.00' | 09°34'58" | 30.11' |
| C3 | 180.00' | 19°15'19" | 60.49' |
| C4 | 90.00' | 27°38'28" | 43.42' |
| C5 | 100.00' | 77°26'54" | 135.17' |
| C6 | 30.00' | 67°36'53" | 35.40' |
| C7 | 70.00' | 44°22'27" | 54.21' |
| C8 | 79.00' | 72°02'38" | 99.33' |
| C9 | 70.00' | 39°10'43" | 47.87' |
| C10 | 70.00' | 39°32'57" | 48.32' |
| C11 | 70.00' | 38°31'55" | 47.08' |
| C12 | 70.00' | 51°29'07" | 62.90' |
| C13 | 30.00' | 47°05'53" | 24.66' |
| C14 | 160.00' | 24°38'57" | 68.83' |
| C15 | 160.00' | 24°44'20" | 69.08' |
| C16 | 160.00' | 20°36'37" | 57.56' |
| C17 | 160.00' | 16°59'57" | 47.47' |
| C18 | 150.00' | 00°39'45" | 1.73' |
| C19 | 150.00' | 24°37'40" | 64.48' |
| C20 | 150.00' | 02°21'03" | 6.15' |
| C21 | 120.00' | 25°57'54" | 54.38' |
| C22 | 20.00' | 95°44'21" | 33.42' |
| C23 | 150.00' | 31°42'15" | 83.00' |
| C24 | 120.00' | 27°38'28" | 57.89' |
| C25 | 130.00' | 94°03'13" | 213.40' |
| C26 | 70.00' | 168°44'42" | 206.17' |

## LEGEND

- SUBDIVISION BOUNDARY
- EASEMENT LINE
- STREET CENTERLINE
- ⌀ CALCULATED POINT, NO MONUMENT FOUND OR SET
- ○ SET 5/8" REBAR WITH PLASTIC CAP MARKED R.C.E. 28998
- ⊠ SET WITNESS CORNER, BRASS TAG AND TACK, ON TOP OF CURB MARKED R.C.E 28998, ON PROJECTION OF PROPERTY LINE, SEE DETAIL A
- △ INSTALL MONUMENT WELL PER CITY OF OROVILLE STD. MS-01, MARKER DISK STAMPED R.C.E 28998.
- ABUTTERS RIGHTS CONVEYED TO THE CITY OF OROVILLE
- ● FOUND MONUMENT AS NOTED
- ◉ REPLACED DAMAGED MONUMENT
- C CALCULATED
- M MEASURED

## RECORD DATA

R1 RECORD DATA PER RECORD OF SURVEY FOR LOT 2 OF THE PLEASANT VALLEY TRACT, BOOK 74 OF MAPS PAGE 5.

R2 RECORD DATA PER PARCEL MAP FOR A PORTION OF LOT 3 OF THE PLEASANT VALLEY TRACT, BOOK 115 OF MAPS PAGE 17.

R3 RECORD DATA PER PARCEL MAP OF A PORTION OF LOT 6 OF THE PLEASANT VALLEY TRACT, BOOK 70 OF MAPS PAGE 62.

D1 RECORD DATA PER DEED R.S.N. 87-15726

## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS MAP IS THE WEST LINE OF LOT 2 PER THE PLEASANT VALLEY TRACT TAKEN AS NORTH 02°42'48" WEST BETWEEN FOUND MONUMENTS SHOWN ON RECORD OF SURVEY BOOK 74 OF MAPS PAGE 5

DEVELOPMENT OF LOTS 1 – 19 SHALL NOT EXCEED 2 UNITS/LOT PER DEED NOTICE, R.S.N. 2006-16149

# MISSION OLIVE RANCH SUBDIVISION

FOR

MISSION OLIVE RANCH, LP

A DIVISION OF LOTS 1 AND 2 OF THE PLEASANT VALLEY TRACT
BOOK 7 OF MAPS PAGE 75 AND A PORTION OF SECTION 9,
T. 19 N., R. 4 E., M.D.B.&M.
CITY OF OROVILLE BUTTE COUNTY CALIFORNIA

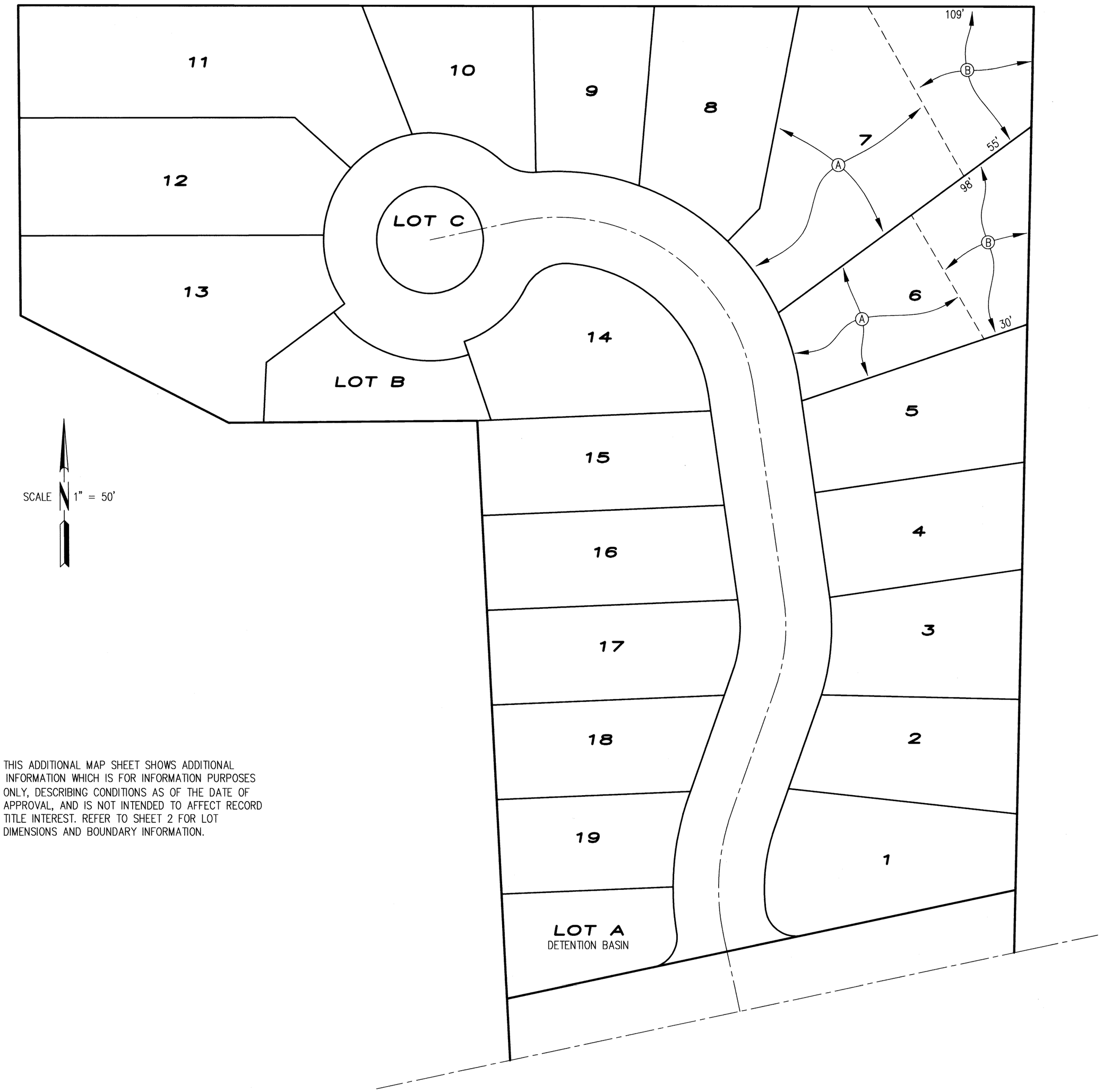
RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS
115 YELLOWSTONE DRIVE • CHICO, CALIFORNIA 95973-5811
TELEPHONE 530-895-1422

MARCH 30, 2006 04128 SHEET 2 OF 3



Certificate of Correction 2007-0006905 2/9/2007

BOOK 166 PAGE 99




THIS ADDITIONAL MAP SHEET SHOWS ADDITIONAL INFORMATION WHICH IS FOR INFORMATION PURPOSES ONLY, DESCRIBING CONDITIONS AS OF THE DATE OF APPROVAL, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. REFER TO SHEET 2 FOR LOT DIMENSIONS AND BOUNDARY INFORMATION.

## NOTES

1. AT THE TIME A BUILDING PERMIT IS ISSUED FOR NEW CONSTRUCTION ON ANY LOTS CREATED BY THIS MAP, PAY THE FOLLOWING FEES FOR EACH LOT FOR WHICH A BUILDING PERMIT IS ISSUED:
   - A) SEWER CAPACITY AND SERVICE CONNECTION FEES.
   - B) ALL OTHER APPLICABLE STANDARD CITY OF OROVILLE DEVELOPMENT FEES AND PERMITS PURSUANT TO ORDINANCES IN EFFECT AT THE TIME DEVELOPMENT IS APPROVED FOR EACH LOT.
2. NO OPEN MASONRY FIREPLACES OR PRE-MANUFACTURED, ZERO CLEARANCE FIREPLACES THAT DO NOT MEET THE EMISSION LIMITS ESTABLISHED IN THE BUTTE COUNTY AIR QUALITY MANAGEMENT DISTRICT RULE 207 MAY BE INSTALLED IN ANY HOME CONSTRUCTED ON ANY LOT CREATED BY THIS SUBDIVISION.
3. CONSTRUCTION OF ANY BUILDINGS OR STRUCTURES OR THE STORAGE OF MATERIALS WILL NOT BE PERMITTED WITHIN THE 75 FOOT WIDE ELECTRIC TRANSMISSION EASEMENT AREA ACROSS LOTS 10, 11, 12 AND 13. IN ADDITION, THE HEIGHT OF EXISTING OR NEW TREES MAY BE REGULATED BY THE UTILITY COMPANY.
4. GRADING AND DEVELOPMENT OF INDIVIDUAL LOTS WITHIN THIS SUBDIVISION WILL REQUIRE A GRADING PERMIT FROM THE CITY OF OROVILLE PRIOR TO COMMENCING ANY WORK. ANY GRADING OR DEVELOPMENT WILL BE SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE OAK TREE MITIGATION PLAN FOR MISSION OLIVE RANCH SUBDIVISION.

## BUILDING HEIGHT RESTRICTIONS FOR LOTS 6 AND 7

- (A) NO STRUCTURE SHALL BE CONSTRUCTED TO A HEIGHT THAT IS GREATER THAN 35 FEET.
- (B) NO STRUCTURE SHALL BE CONSTRUCTED TO A HEIGHT THAT IS GREATER THAN 20 FEET.

## LEGEND

- PROPERTY LINE
- STREET CENTERLINE

# MISSION OLIVE RANCH SUBDIVISION

FOR

MISSION OLIVE RANCH, LP

A DIVISION OF LOTS 1 AND 2 OF THE PLEASANT VALLEY TRACT
BOOK 7 OF MAPS PAGE 75 AND A PORTION OF SECTION 9,
T. 19 N., R. 4 E., M.D.B.&M.
CITY OF OROVILLE BUTTE COUNTY CALIFORNIA

RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS
115 YELLOWSTONE DRIVE • CHICO, CALIFORNIA 95973-5811
TELEPHONE 530-895-1422

MARCH 30, 2006 04128 SHEET 3 OF 3



Certificate of Correction 2007-0006905 2/9/2007

BOOK 166 PAGE 100

# MISSION OLIVE RANCH SUBDIVISION

## SUBDIVISION IMPROVEMENT PLANS

### OWNER & SUBDIVIDER

STEVE JASCO
354 IDYLLWILD CIRCLE
CHICO, CALIFORNIA 95928

### ENGINEER

ROLLS, ANDERSON & ROLLS
115 YELLOWSTONE DRIVE
CHICO, CALIFORNIA 95973-5811

PREPARED BY OR UNDER THE DIRECTION OF

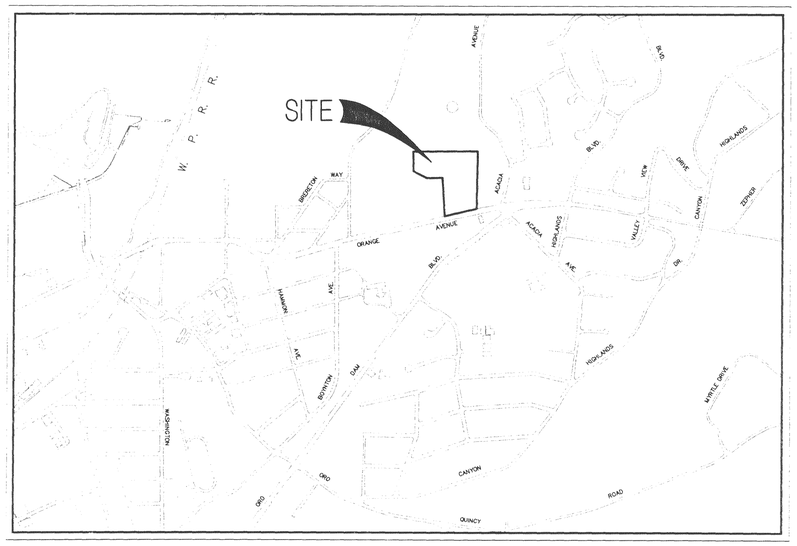
REGISTERED PROFESSIONAL ENGINEER
MICHAEL S. BYRD
No. 28998
Exp. 03-31-07
CIVIL
State of California

MICHAEL S. BYRD RCE 28998
REGISTRATION EXPIRES 3-31-07
DATE 3-15-05

APPROVED BY

ERIC TEITELMAN
DIRECTOR OF PUBLIC WORKS
CITY OF OROVILLE

3/23/05
DATE




LOCATION MAP
NO SCALE

### SHEET INDEX

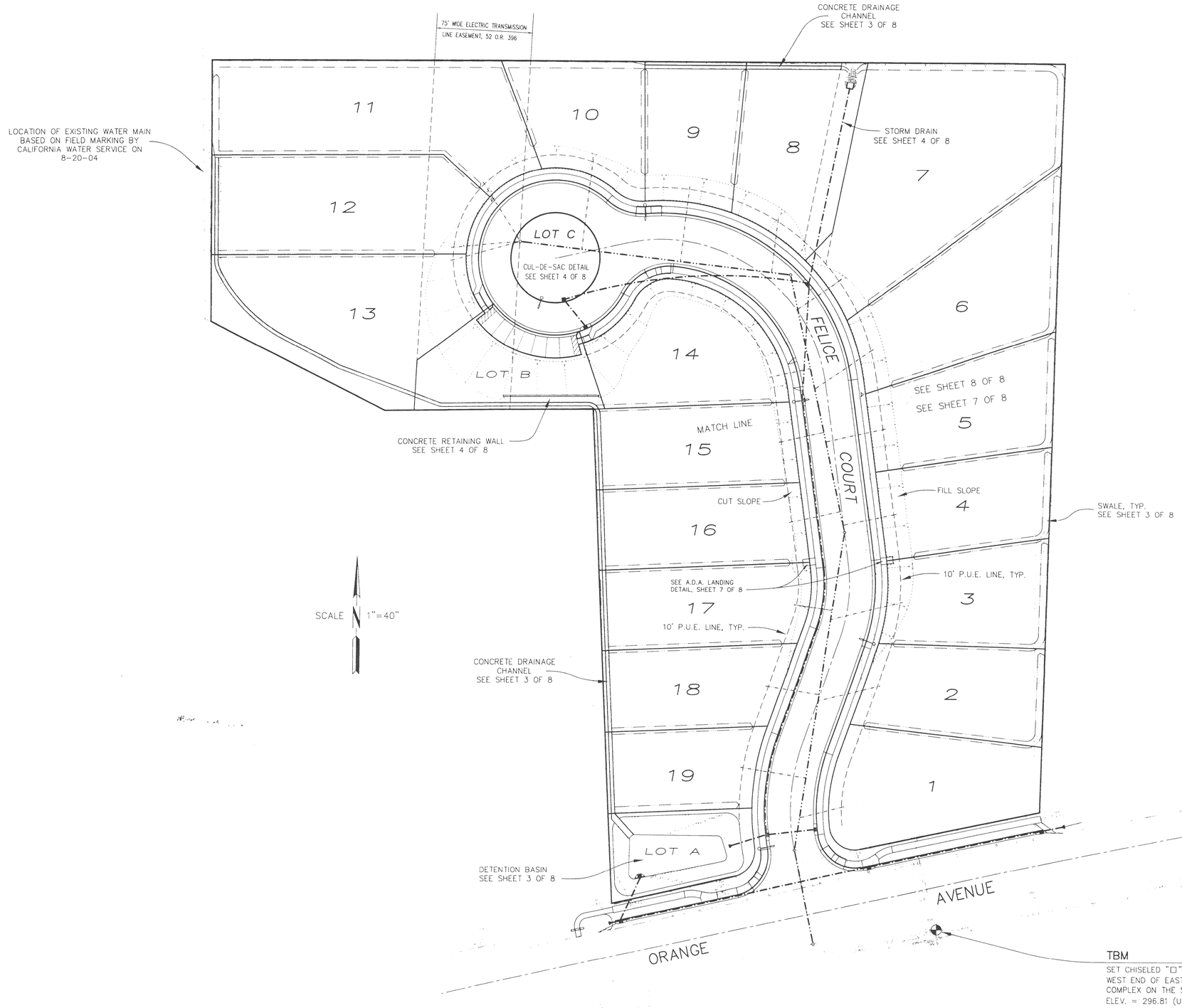
| SHEET NO. | TITLE |
|---|---|
| 1 | TITLE SHEET |
| 2 | LAYOUT SHEET |
| 3 | GRADING & DRAINAGE PLAN |
| 4 | DETAIL SHEET |
| 5 | ORANGE AVENUE – ROAD AND STORM DRAIN IMPROVEMENT |
| 6 | ORANGE AVENUE – SIGNAGE AND STRIPING PLAN |
| 7 & 8 | FELICE COURT – ROAD, SEWER AND STORM DRAIN IMPROVEMENTS |

## CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO CITY OF OROVILLE IMPROVEMENT STANDARDS AND STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND STANDARD PLANS.
2. LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE EXISTENCE, LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 800-642-2444 AT LEAST 3 DAYS PRIOR TO CONSTRUCTION.
3. THE LOCATION OF EACH SEWER LATERAL SHALL BE REFERENCED BY THE LETTER "S", MINIMUM HEIGHT 2.5 INCHES, CAST IN THE TOP OF CURB OVER THE SEWER LATERAL.
4. STREET LIGHTS SHALL BE CITY OWNED AND MAINTAINED AND SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF OROVILLE STANDARD ST-26. LUMINARIES SHALL BE 70 WATT, HIGH PRESSURE SODIUM, MEDIUM, CUTOFF WITH TYPE III DISTRIBUTION. ELECTRIC SERVICE POINTS, AS SHOWN ON THESE PLANS, SHALL BE CONNECTED TO STREETLIGHTS WITH 1-1/2"ø CONDUIT AND 2-#8 WIRES AND 1-#10 GROUND WIRE.
5. THE LOCATION OF THE END OF SANITARY SEWER LATERALS SHALL BE MARKED WITH A 2" X 4" X 4'-6" REDWOOD STAKE VISIBLE ABOVE GROUND.
6. THE JOINT TRENCH COMPOSITE, INCLUDED WITH THESE PLANS, WAS NOT PREPARED BY ROLLS, ANDERSON & ROLLS. ANY CONFLICTS BETWEEN THE JOINT TRENCH COMPOSITE AND THESE PLANS WILL NOT BE THE RESPONSIBILITY OF ROLLS, ANDERSON & ROLLS.
7. ALL ELEVATIONS SHOWN ARE ON CITY OF OROVILLE DATUM. THE BENCHMARK OF ORIGIN IS A RAILROAD SPIKE ON A JOINT UTILITY POLE 400'± WEST OF ACACIA AVENUE ON THE NORTH SIDE OF ORANGE AVENUE, U.S.G.S. ELEV. = 299.13
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
9. DURING CLEARING, GRADING, GROUND DISTURBANCE OR EXCAVATION OPERATIONS, FUGITIVE DUST EMISSIONS SHALL BE CONTROLLED BY THE CONTRACTOR BY REGULAR WATERING, PAVING OF CONSTRUCTION ROADS, OR OTHER DUST PREVENTATIVE MEASURES.
10. ALL CLEARING, GRADING, EARTH MOVING OR EXCAVATION ACTIVITIES SHALL CEASE WHEN WINDS EXCEED 15 MPH AVERAGED OVER 1 HOUR.
11. IN THE EVENT OF THE ACCIDENTAL DISCOVERY OR RECOGNITION OF PREHISTORIC OR HISTORIC ARCHAEOLOGICAL DEPOSITS IN AN AREA SUBJECT TO DEVELOPMENT ACTIVITY, THERE SHALL BE NO FURTHER EXCAVATION OR DISTURBANCE OF THE SITE OR ANY NEARBY AREA REASONABLY SUSPECTED TO OVERLIE SIMILAR RESOURCES AND A PROFESSIONAL ARCHAEOLOGIST SHALL BE CONSULTED. FURTHER, IF HUMAN REMAINS ARE DISCOVERED, THE BUTTE COUNTY CORONER MUST BE CONTACTED TO DETERMINE THAT NO INVESTIGATION OF THE CAUSE OF DEATH IS REQUIRED. IF THE CORONER DETERMINES THE REMAINS TO BE NATIVE AMERICAN, THE CORONER SHALL CONTACT THE NATIVE AMERICAN HERITAGE COMMISSION WITHIN 24 HOURS.
12. ALL WHEELCHAIR RAMPS SHALL HAVE BLACK TRUNCATED DOMES INSTALLED PER ADA STANDARDS AND CITY OF OROVILLE STANDARDS.
13. ALL SIGN POSTS WILL BE TELESPAR BREAKAWAY, 2 INCH DIAMETER, GALVANIZED OR EQUAL.
14. ALL PAVEMENT MARKINGS AND LEGENDS NOT SPECIFIED AS THERMOPLASTIC SHALL BE PAINTED WITH "TRAFFIC PAINT PERVO" OR EQUAL.
15. CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO ALL CURRENT A.D.A. STANDARDS

RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS
115 YELLOWSTONE DRIVE • CHICO, CALIFORNIA 95973-5811

MISSION OLIVE RANCH SUBDIVISION



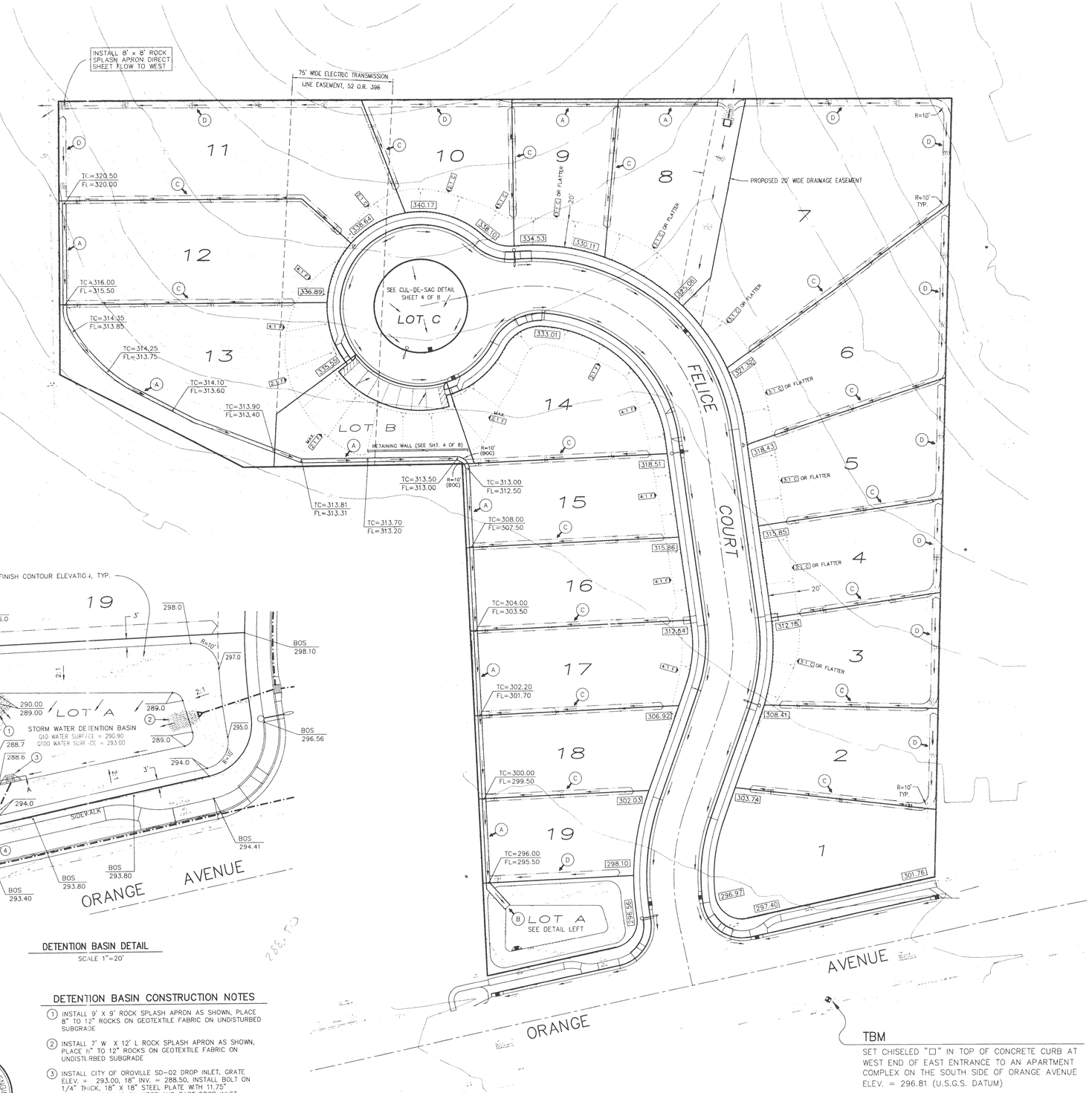

## LEGEND

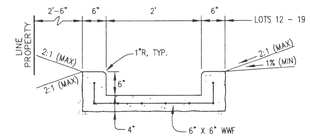
- SITE BOUNDARY
- RIGHT-OF-WAY AND PROPERTY LINES
- RIGHT-OF-WAY CENTERLINE
- EXISTING SANITARY SEWER
- EXISTING STORM DRAIN
- EXISTING WATER MAIN
- EXISTING GAS MAIN
- EXISTING TELEPHONE CONDUIT
- EXISTING FENCE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING JOINT POLE (WITH GUY WIRE)
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- INSTALL FIRE HYDRANT
- INSTALL STREET LIGHT
- INSTALL SEWER MAIN
- INSTALL SEWER MANHOLE
- INSTALL DROP INLET
- INSTALL STORM DRAIN LINE

REGISTERED PROFESSIONAL ENGINEER
MICHAEL S. BYRD
No. 28998
Exp. 03-31-07
CIVIL
State of California

Director of Public Works

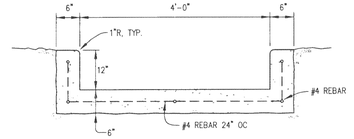
| | | | |
|---|---|---|---|
| Designed MSB | Approved | PREPARED FOR : STEVE JASCO | RAR ROLLS ANDERSON & ROLLS CIVIL ENGINEERS 115 YELLOWSTONE DRIVE · CHICO, CALIFORNIA 95973-5811 · TELEPHONE 530-895-1422 |
| Drawn CAD | Date MARCH, 2005 | | MISSION OLIVE RANCH SUBDIVISION LAYOUT SHEET |
| Checked HLV | | | Drawing No. 2 OF 8 · Job No. 04128 |



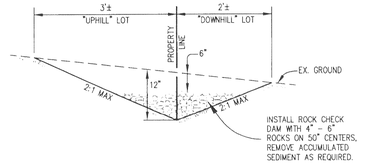

TYPE A – CONCRETE DRAINAGE CHANNEL

NO SCALE



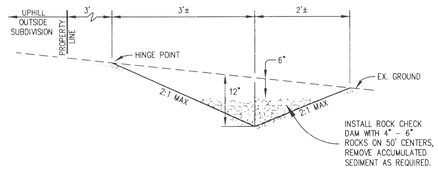

TYPE B – CONCRETE DRAINAGE CHANNEL

NO SCALE



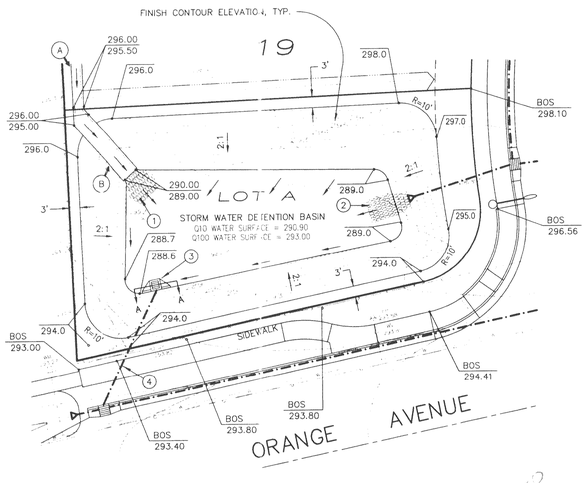

TYPE C – DRAINAGE SWALE

NO SCALE



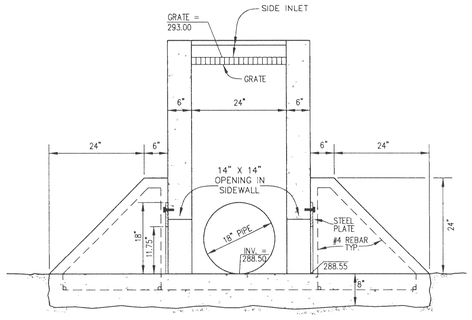

TYPE D – DRAINAGE SWALE

NO SCALE




DETENTION BASIN DETAIL

SCALE 1"=20'




DETENTION BASIN STRUCTURE SECTION A–A

NO SCALE

## DETENTION BASIN CONSTRUCTION NOTES

1. INSTALL 9' X 9' ROCK SPLASH APRON AS SHOWN, PLACE 8" TO 12" ROCKS ON GEOTEXTILE FABRIC ON UNDISTURBED SUBGRADE
2. INSTALL 7' W X 12' L ROCK SPLASH APRON AS SHOWN, PLACE 8" TO 12" ROCKS ON GEOTEXTILE FABRIC ON UNDISTURBED SUBGRADE
3. INSTALL CITY OF OROVILLE SD-02 DROP INLET, GRATE ELEV. = 293.00, 18" INV. = 288.50, INSTALL BOLT ON 1/4" THICK, 18" X 18" STEEL PLATE WITH 11.75" CIRCULAR OPENING ON WEST AND EAST DROP INLET FACES. INSTALL 6" THICK CONCRETE WALL AND APRON AS SHOWN IN SECTION A–A TO RIGHT
4. INSTALL 34 LF ± 18" DIAM. RCP S.D. PIPE, S = 0.0050

REGISTERED PROFESSIONAL ENGINEER MICHAEL S. BYRD No. 28998 Exp. 03-31-07 CIVIL State of California

## TBM

SET CHISELED "□" IN TOP OF CONCRETE CURB AT WEST END OF EAST ENTRANCE TO AN APARTMENT COMPLEX ON THE SOUTH SIDE OF ORANGE AVENUE ELEV. = 296.81 (U.S.G.S. DATUM)

## NOTE

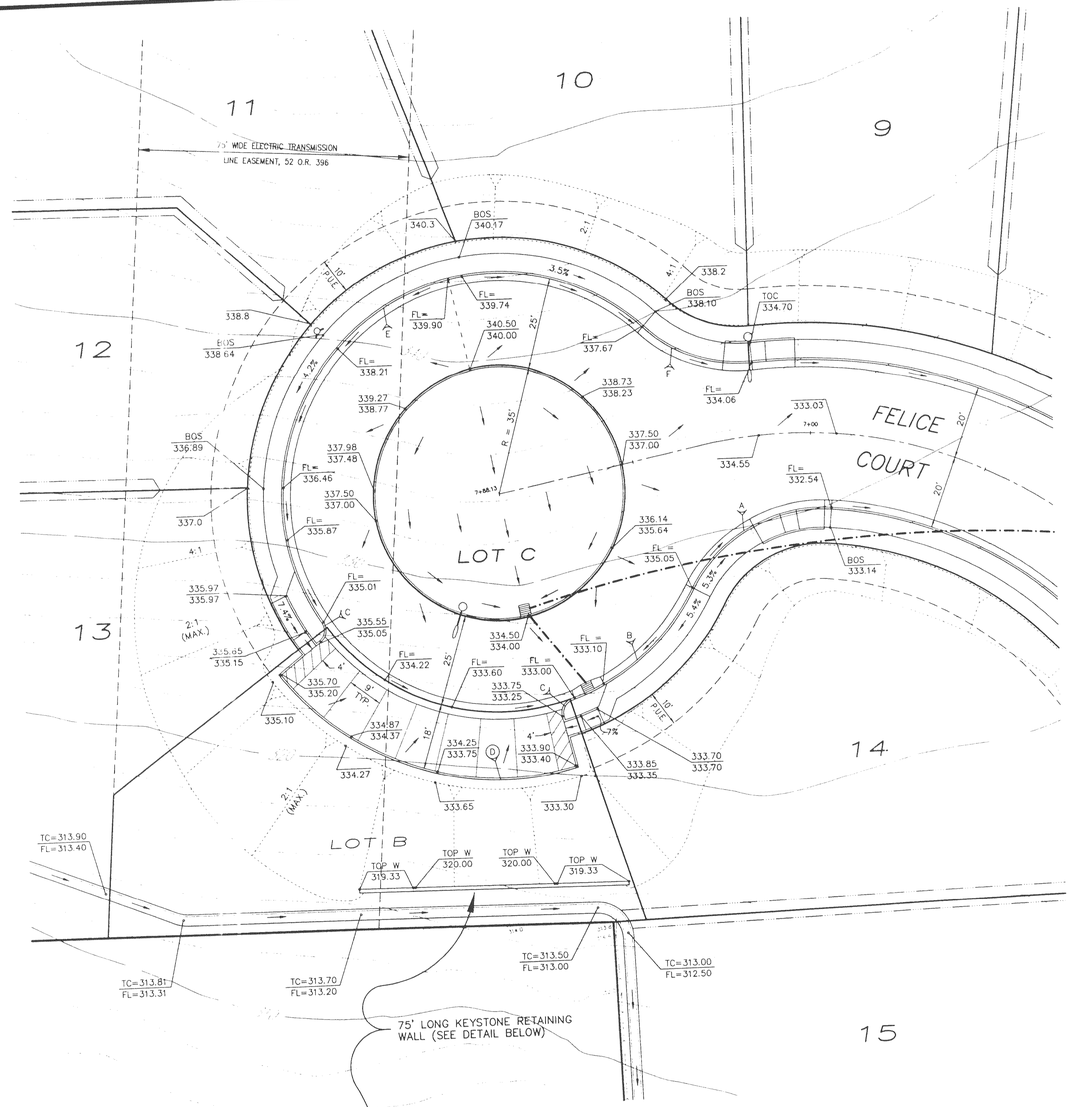
1. ALL EARTHWORK, SITE GRADING, ROAD SUBGRADE PREPARATION, TRENCH BACKFILL AND EXCAVATION AND COMPACTION OF CUT AND FILL SLOPES SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS AND RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL ENGINEERING INVESTIGATION REPORT PREPARED BY HOLDREGE & KUHL DATED AUGUST 16, 2004 AND ANY SUBSEQUENT REVISIONS THEREOF.

## LEGEND

- EXISTING GROUND CONTOUR (2' INTERVAL)
- EXISTING FENCE LINE
- PROPOSED DIRECTION OF SURFACE FLOW
- PROPOSED ROCK CHECK DAM (SEE DETAILS)
- (A) INSTALL TYPE A CONCRETE DRAINAGE CHANNEL (SEE DETAIL)
- (B) INSTALL TYPE B CONCRETE DRAINAGE CHANNEL (SEE DETAIL) (INFLOW INTO DETENTION BASIN)
- (C) INSTALL TYPE C DRAINAGE SWALE (SEE DETAIL)
- (D) INSTALL TYPE D DRAINAGE SWALE (SEE DETAIL)
- 3:1 C — PROPOSED 3:1 CUT SLOPE TO R.O.W. LINE
- 4:1 F — PROPOSED 4:1 FILL SLOPE TO R.O.W. LINE

Director of Public Works

| | | | | | |
|---|---|---|---|---|---|
| Designed MSB | Approved | PREPARED FOR : | STEVE JASCO | RAR ROLLS ANDERSON & ROLLS CIVIL ENGINEERS 115 YELLOWSTONE DRIVE · CHICO, CALIFORNIA 95973-5811 · TELEPHONE 530-895-1422 | MISSION OLIVE RANCH SUBDIVISION GRADING & DRAINAGE PLAN |
| Drawn CAD | Date MARCH, 2005 | | | | Drawing No. 3 OF 8 |
| Checked HLV | | | | | Job No. 04128 |




## FACE OF CURB CURVE DATA

A) Δ = 67°36'53"
R = 40.00'
L = 47.20'

B) Δ = 43°10'26"
R = 60.00'
L = 45.21'

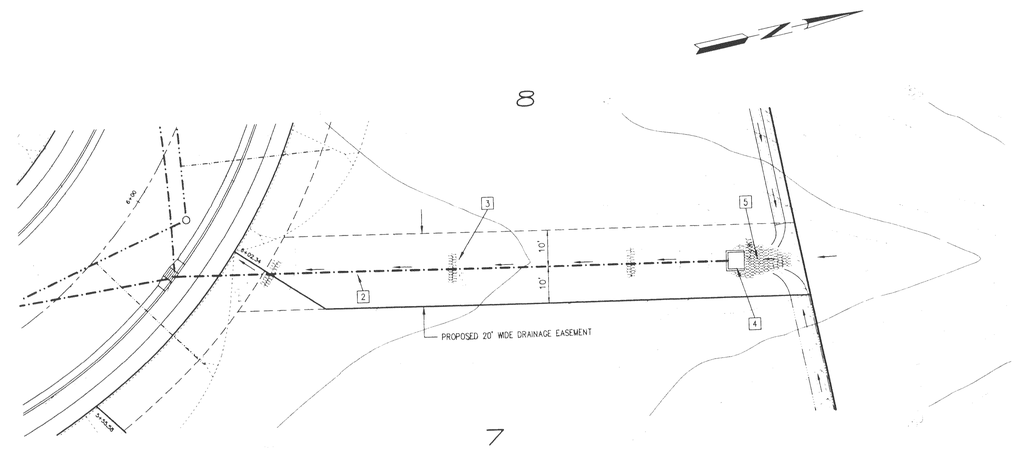
C) Δ = 86°25'00"
R = 4.00'
L = 6.03'

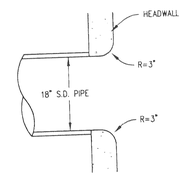
D) Δ = 66°55'22"
R = 78.00'
L = 91.11'

E) Δ = 166°14'36"
R = 60.00'
L = 174.09'

F) Δ = 47°05'53"
R = 40.00'
L = 32.88'

SCALE 1"=20'



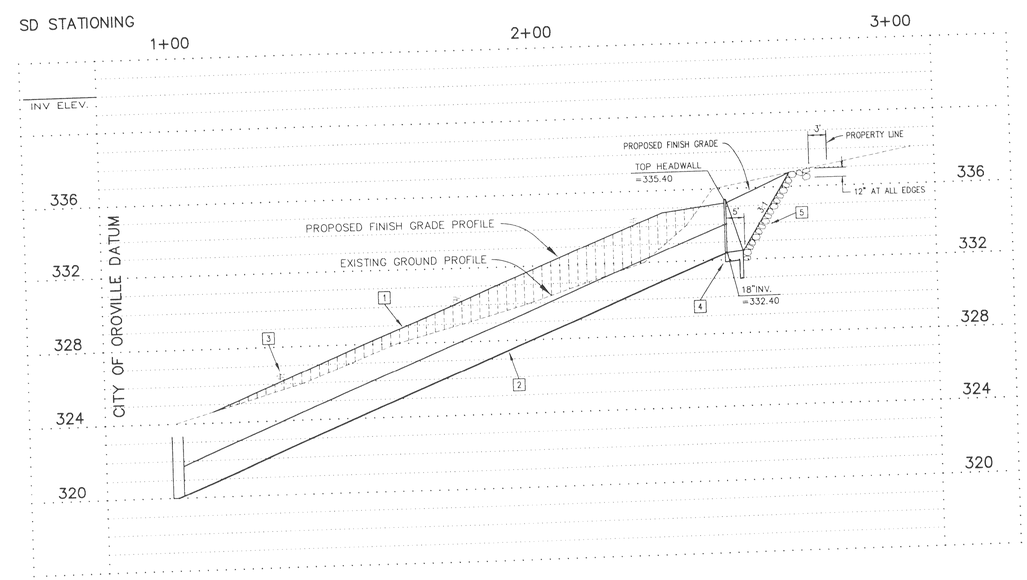



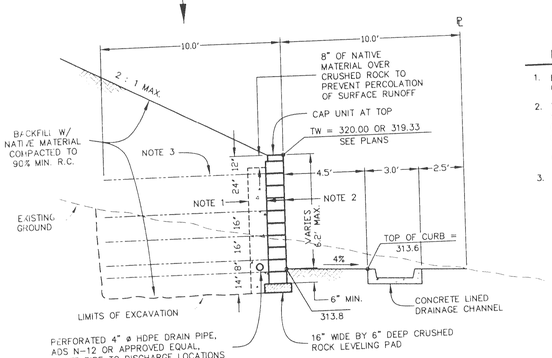

DETAIL A – PLAN VIEW
NO SCALE

## STORM DRAIN CONSTRUCTION NOTES

1. PLACE NATIVE FILL PRIOR TO STORM DRAIN PIPE INSTALLATION, FINISH GRADE OF FILL TO PROVIDE 2 FEET OF COVER OVER PROPOSED 18" PIPE, COMPACT FILL TO 90% R.C.
2. INSTALL 154 LF ± 18" DIAM. RCP S.D. PIPE, S = 0.0805
3. PLACE ROCK CHECK DAMS PER DETAILS ON GRADING PLAN ON 50 FOOT CENTERS AS SHOWN
4. INSTALL CONCRETE HEADWALL PER CITY OF OROVILLE STD. SD-07 WITH WINGWALLS AS SHOWN, H=3', W=5'-6", L=5', ROUND CONCRETE AT PIPE PER DETAIL A
5. GRADE SLOPES TO 3:1 FROM EDGE OF CONCRETE TO DAYLIGHT, PLACE 8" TO 12" ROCKS COMPLETELY COVERING ALL 3:1 SLOPES AND GROUT IN PLACE
6. PLACE ROCK CHECK DAMS PER DETAILS ON GRADING PLAN ON 50 FOOT CENTERS AS SHOWN

SCALE: HORIZONTAL 1" = 20'
VERTICAL 1" = 4'




KEYSTONE RETAINING WALL DETAIL
SCALE 1" = 4'

## NOTES

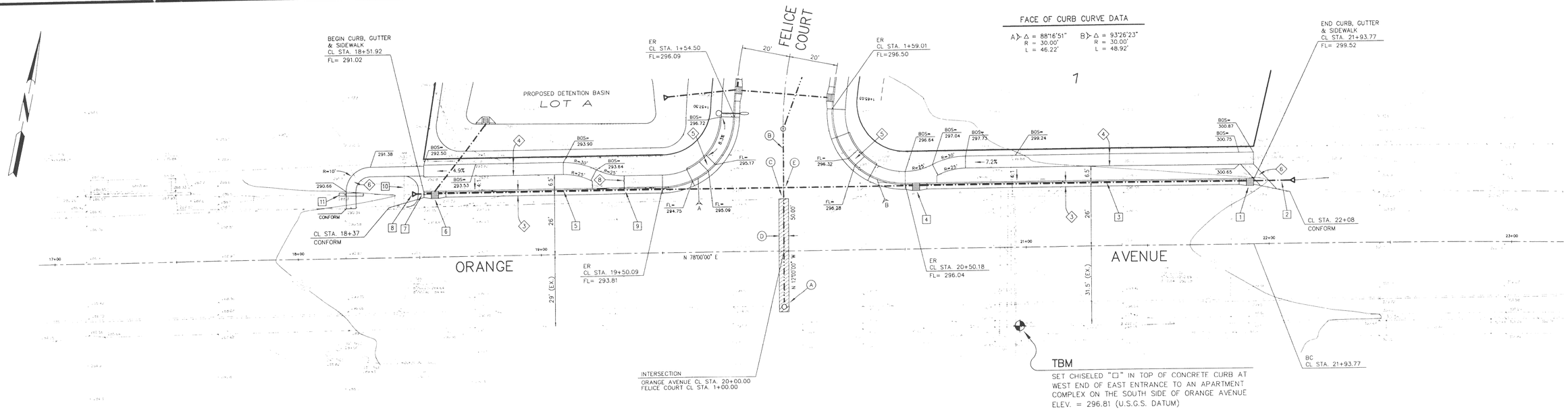
1. BACKFILL AGAINST WALL WITH 12" THICK LAYER OF 1/2" TO 3/4" CLEAN CRUSHED DRAINAGE ROCK.
2. WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH KEYSTONE GUIDELINES WITH 8 X 18 X 12 COMPACT BLOCKS NEAR VERTICAL (1/32 BATTER). ALL VOIDS IN AND BETWEEN BLOCKS ARE TO BE FILLED WITH 1/2" TO 3/4" CRUSHED DRAIN ROCK. FIBERGLASS PINS SHALL BE INSTALLED IN EACH BLOCK PER KEYSTONE GUIDELINES.
3. ALL GEOGRIDS ARE TO BE SG-600 OR APPROVED EQUAL AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LENGTHS AND SPACING AS SHOWN ABOVE.

   SPACING REQUIREMENTS SHOWN ARE MAXIMUM ALLOWABLE. AT LOCATIONS WHERE TOP OR BOTTOM OF WALL STEP, GEOGRIDS SHALL STEP ACCORDINGLY TO MAINTAIN SPACING REQUIREMENTS.

REGISTERED PROFESSIONAL ENGINEER MICHAEL S. BYRD No. 28998 Exp. 03-31-07 CIVIL State of California

Director of Public Works

| | | | | | |
|---|---|---|---|---|---|
| Designed MSB | Approved | PREPARED FOR : STEVE JASCO | RAR ROLLS ANDERSON & ROLLS CIVIL ENGINEERS 115 YELLOWSTONE DRIVE · CHICO, CALIFORNIA 95973-5811 · TELEPHONE 530-895-1422 | MISSION OLIVE RANCH SUBDIVISION DETAIL SHEET | Drawing No. 4 OF 8 |
| Drawn CAD | | | | | Job No. 04128 |




## FACE OF CURB CURVE DATA

A) Δ = 88°16'51" R = 30.00' L = 46.22'

B) Δ = 93°26'23" R = 30.00' L = 48.92'

## STORM DRAIN CONSTRUCTION NOTES

1. INSTALL SD-02 DROP INLET STA 21 + 92.27, FL = 299.48, GR = 299.35, 15" INV. = 296.50
2. INSTALL 15 LF OF 15" DIAM. CONCRETE SD. PIPE, S = 0.0250, WITH CONCRETE FLARED SECTION ON EAST END. 15" INV. AT CAP = 296.88, GRADE TO DRAIN AS REQUIRED
3. INSTALL 137 LF ± 15" DIAM. RCP S.D. PIPE, S = 0.0244
4. INSTALL SD-02 DROP INLET STA. 20 + 54.68, FL = 296.16, GR = 296.03, 15" INV. = 293.16
5. INSTALL 199 LF ± 15" DIAM. RCP S.D. PIPE, S = 0.0244
6. INSTALL SD-02 DROP INLET STA. 18 + 55.65, FL = 291.15, GR = 291.02, 15" INV. = 288.30, 18" INV. (IN) = 288.32
7. INSTALL 10 LF ± 15" DIAM. CONCRETE S.D. PIPE, S = 0.0250, 15" INV. AT WEST END = 288.05
8. INSTALL CONCRETE FLARED END SECTION AT END OF PIPE, GRADE TO DRAIN TO WEST AS SHOWN
9. PRIOR TO ORDERING MATERIALS OR BEGINNING ANY CONSTRUCTION, VERIFY LOCATION AND DEPTH OF EXISTING WATER MAIN TO HYDRANT AND RELOCATE WATER MAIN IF REQUIRED
10. LOWER EXISTING WATER SERVICE PRIOR TO GRADING ROADSIDE DITCH
11. INSTALL 10 LF ± 15" DIAM. RCP CENTERED ON ASPHALT PATH, 15" INV. (E) = 287.55, 15" INV. (W) = 287.31

## CONSTRUCTION NOTES

1. SAWCUT EXISTING PAVEMENT 4 FEET FROM NEW LIP OF GUTTER, REMOVE AND DISPOSE OF EXISTING ASPHALT AND BASEROCK AS REQUIRED
2. PLACE FOG SEAL ON 4" OF NEW ASPHALT PAVING, OVER 10" OF NEW CLASS 2 A.B. OVER TOP 6" OF SUBGRADE COMPACTED TO 95% RELATIVE COMPACTION
3. INSTALL ST-14 VERTICAL CURB AND GUTTER AS SHOWN
4. INSTALL ST-14 5 FOOT WIDE DETACHED SIDEWALK AS SHOWN
5. INSTALL ST-15 PEDESTRIAN RAMP, MODIFY RAMP LENGTHS AS REQUIRED TO MAINTAIN RAMP SLOPE AT LESS THAN 8.33% AND NOT BE LESS THAN 2% SLOPE
6. INSTALL 4' WIDE TEMPORARY ASPHALT PATH AS SHOWN, 3" ASPHALT ON SUBGRADE COMPACTED TO 90% R.C.

## SEWER CONSTRUCTION NOTES

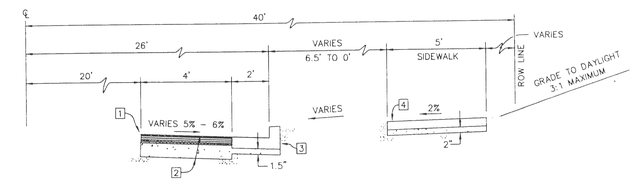
A. INSTALL SS-02 SEWER MANHOLE OVER EXISTING 8" DIAM. SEWER PIPE, RIM = 294.7 ±, EX. 8" INV. = 288.45 (VERIFY), NEW 6" INV. = 288.62

B. INSTALL 73 LF ± 6" DIAM. PVC SEWER PIPE, S = 0.0050

C. VERIFY LOCATION AND DEPTH OF EXISTING WATER MAIN AND GAS MAIN PRIOR TO ANY CONSTRUCTION, ADJUST SLOPE AND DEPTH OF NEW 6" SEWER TO BE BELOW EXISTING WATER MAIN AND 12" CLEAR MINIMUM OR RELOCATE WATER MAIN

D. INSTALL 46 LF ± OF PAVEMENT REPLACEMENT PER CITY OF OROVILLE STD. ST-12, 4" ASPHALT AND 10" CLASS 2 A.B.

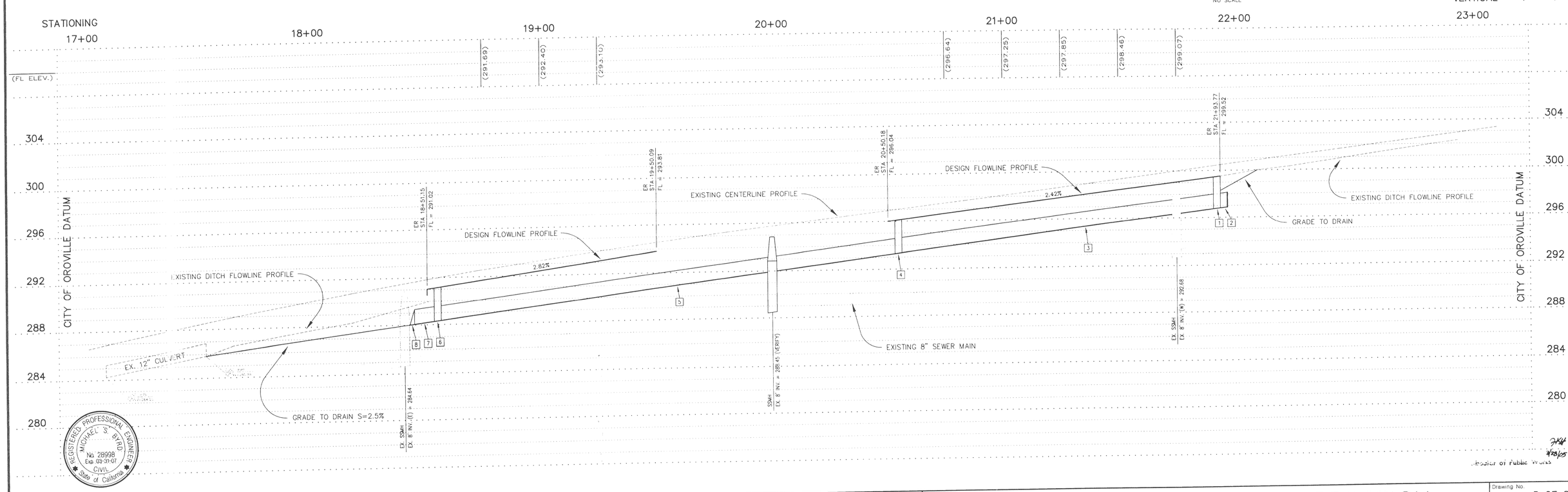
E. 6" SS INV. = 288.87, 15" SD INV. = 291.82




ORANGE AVENUE TYPICAL SECTION

NO SCALE

SCALE: HORIZONTAL 1" = 20'
VERTICAL 1" = 4'



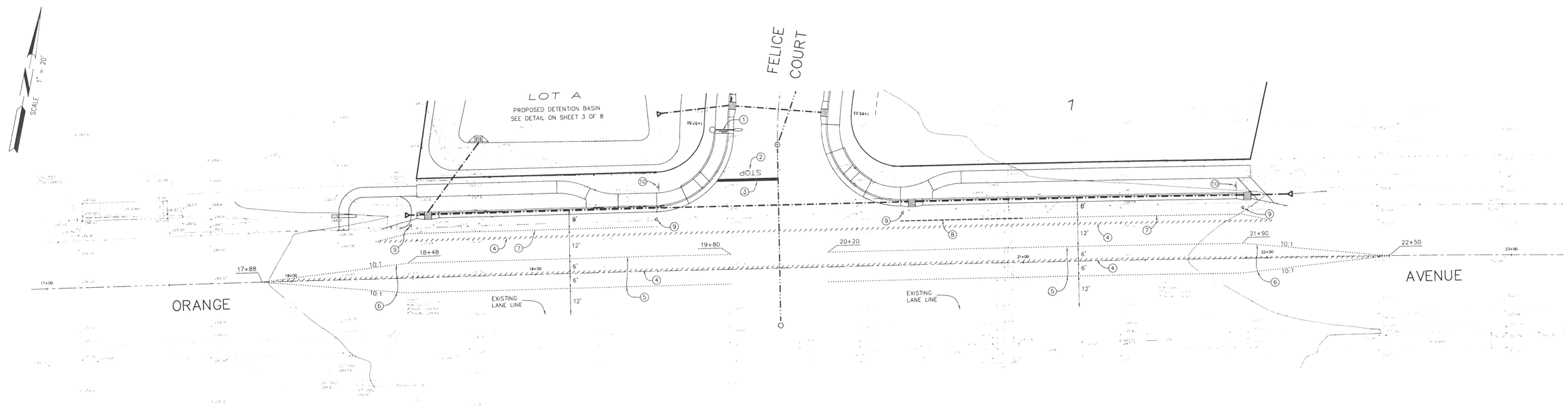

REGISTERED PROFESSIONAL ENGINEER MICHAEL S. BYRD No. 28998 Exp. 03-31-07 CIVIL State of California

Director of Public Works

| | | | |
|---|---|---|---|
| Designed MSB | Approved | PREPARED FOR : STEVE JASCO | RAR ROLLS ANDERSON & ROLLS CIVIL ENGINEERS 115 YELLOWSTONE DRIVE · CHICO, CALIFORNIA 95973-9811 · TELEPHONE 530-895-1422 |
| Drawn CAD | Date MARCH, 2005 | | |
| Checked HLV | | | |

MISSION OLIVE RANCH SUBDIVISION
ORANGE AVENUE IMPROVEMENT PLAN

Drawing No. 5 OF 8
Job No. 04128




## SIGNAGE AND PAVEMENT MARKING NOTES

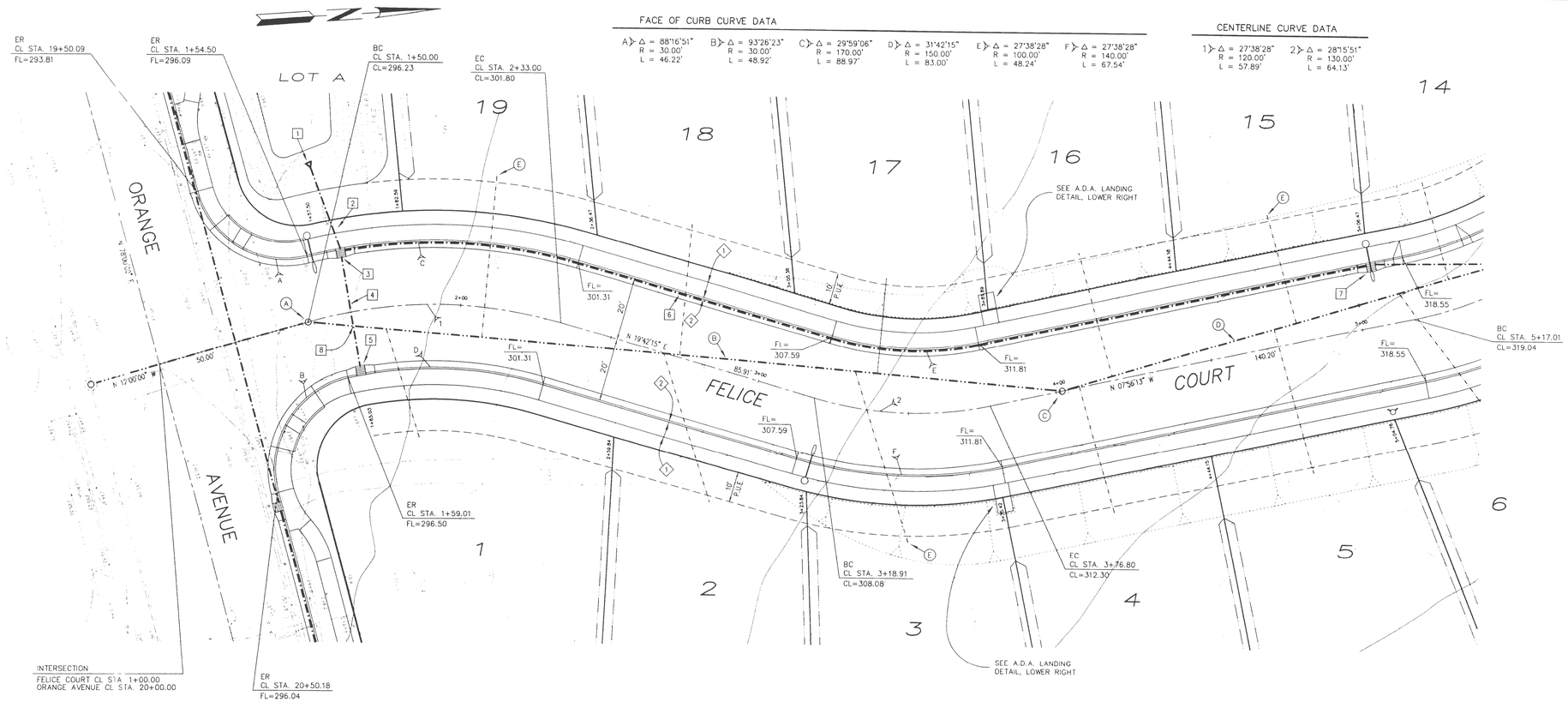
1. INSTALL STANDARD STOP SIGN ON METAL POLE PER CITY OF OROVILLE STANDARDS
2. PLACE WHITE THERMOPLASTIC "STOP" PER CALTRANS STD. A24D
3. PLACE 12 INCH WIDE, WHITE THERMOPLASTIC STOP BAR AS SHOWN
4. OBLITERATE EXISTING PAVEMENT MARKING AND STRIPING
5. PLACE PAINTED YELLOW TWO WAY TURN LANE PER CALTRANS STD. DETAIL 31
6. PLACE PAINTED YELLOW NO PASSING PER CALTRANS STD. DETAIL 21
7. PLACE PAINTED WHITE BIKE LANE LINE PER CALTRANS STD. DETAIL 39
8. PLACE PAINTED WHITE BIKE LANE LINE PER CALTRANS STD. DETAIL 39A
9. PLACE WHITE THERMOPLASTIC BIKE LANE SYMBOL PER CALTRANS STD. PLAN A24C
10. PLACE "NO PARKING BIKE LANE" SIGN (RED ON WHITE), HAWKINS HR32P OR EQUAL ON A METAL POLE

Director of Public Works
8/28/

REGISTERED PROFESSIONAL ENGINEER
MICHAEL S. BYRD
No. 28998
Exp. 03-31-07
CIVIL
State of California

| | | | | | |
|---|---|---|---|---|---|
| Designed MSB | Approved | PREPARED FOR : STEVE JASCO | RAR ROLLS ANDERSON & ROLLS CIVIL ENGINEERS 805 YELLOWSTONE DRIVE • CHICO, CALIFORNIA 95973-5811 • TELEPHONE 530-895-1422 | MISSION OLIVE RANCH SUBDIVISION<br>ORANGE AVENUE SIGNAGE AND STRIPING PLAN | Drawing No. 6 OF 8 |
| Drawn CAD | | | | | Job No. 119 28 |

Item 2.




## SEWER CONSTRUCTION NOTES

(A) INSTALL CITY OF OROVILLE STD. SS-02 SEWER MANHOLE, CL STA 1 + 50.00 RIM EL. = 296.23, 6" INV. = 288.99

(B) INSTALL 246 LF ± 6" PVC SEWER PIPE, S = 0.0610

(C) INSTALL CITY OF OROVILLE STD. SS-02 SEWER MANHOLE, CL STA 4 + 00.61 RIM EL. = 313.84, 6" INV. = 304.00

(D) INSTALL 100 LF ± 6" PVC SEWER PIPE, S = 0.0682

(E) INSTALL 4" DIAM. PVC SEWER LATERAL AT MID LOT OR AS SHOWN, TYPICAL CAP AND MARK PIPE END, LATERAL SLOPE = 2%

## STORM DRAIN CONSTRUCTION NOTES

1. INSTALL 24" RCP FLARED END SECTION, INV. = 289.5
2. INSTALL 30 LF ± OF 24" DIAM. RCP S.D. PIPE, S = 0.0020
3. INSTALL SD-02 DROP INLET STA. 1 + 64.20, FL = 296.45, GR = 296.32, 24" INV. = 289.56, 18" INV. = 291.70, 15" INV. = 291.95
4. INSTALL 39 LF ± OF 15" DIAM. RCP S.D. PIPE, S = 0.0030
5. INSTALL SD-02 DROP INLET STA. 1 + 64.20, FL = 296.45, GR = 296.32, 15" INV. = 292.07
6. INSTALL 342 LF ± OF 18" DIAM. RCP S.D. PIPE, S = 0.0623
7. INSTALL SD-02 DROP INLET STA. 5 + 06.47, FL = 318.04, GR = 317.91, 18" INV. = 313.00
8. 6" SS INV. = 289.91, 15" S.D. INV. = 292.03

## ROAD CONSTRUCTION NOTES

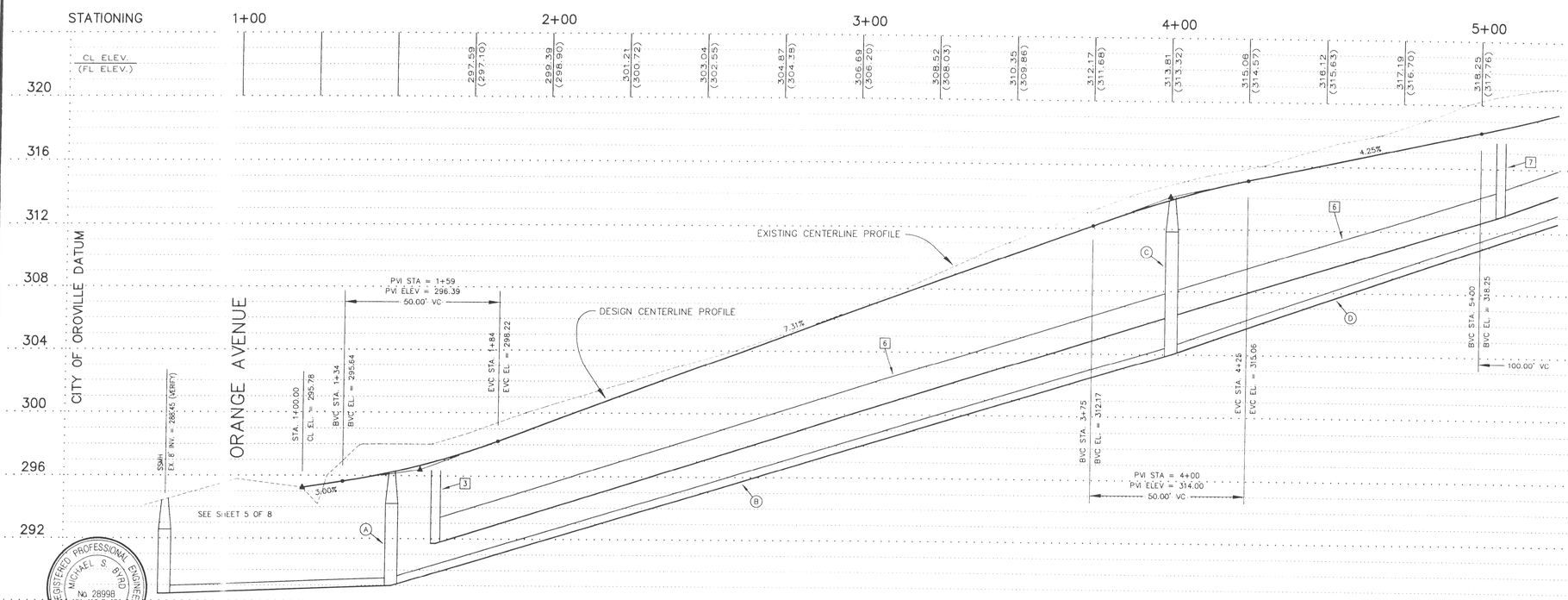
(1) INSTALL ST-14 FIVE FOOT WIDE SIDEWALK (6" THICK WITH ROLLED CURB OR 4" THICK WITH VERTICAL CURB)

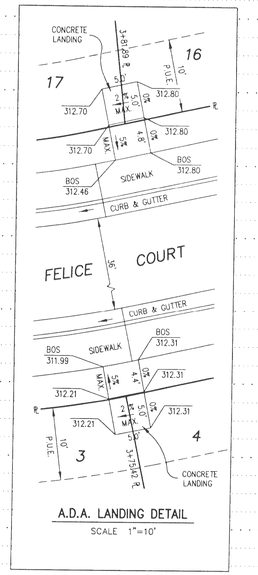
(2) INSTALL ST-14 ROLLED CURB AND GUTTER

## NOTE

SEWER LATERALS TO LOTS 14 THROUGH 19 SHALL BE INSTALLED UNDER THE 18" STORM DRAIN LINE

SCALE: HORIZONTAL 1" = 20'
VERTICAL 1" = 4'




A.D.A. LANDING DETAIL
SCALE 1"=10'

REGISTERED PROFESSIONAL ENGINEER MICHAEL S. BYRD No. 28998 Exp. 03-31-07 CIVIL State of California

| | | | |
|---|---|---|---|
| Designed MSB | Approved | PREPARED FOR : STEVE JASCO | RAR ROLLS ANDERSON & ROLLS CIVIL ENGINEERS 115 YELLOWSTONE DRIVE • CHICO, CALIFORNIA 95973-5911 • TELEPHONE 530-895-1422 |
| Drawn CAD | | | MISSION OLIVE RANCH SUBDIVISION |
| Checked HLV | Date MARCH, 2005 | | FELICE COURT IMPROVEMENT PLAN |

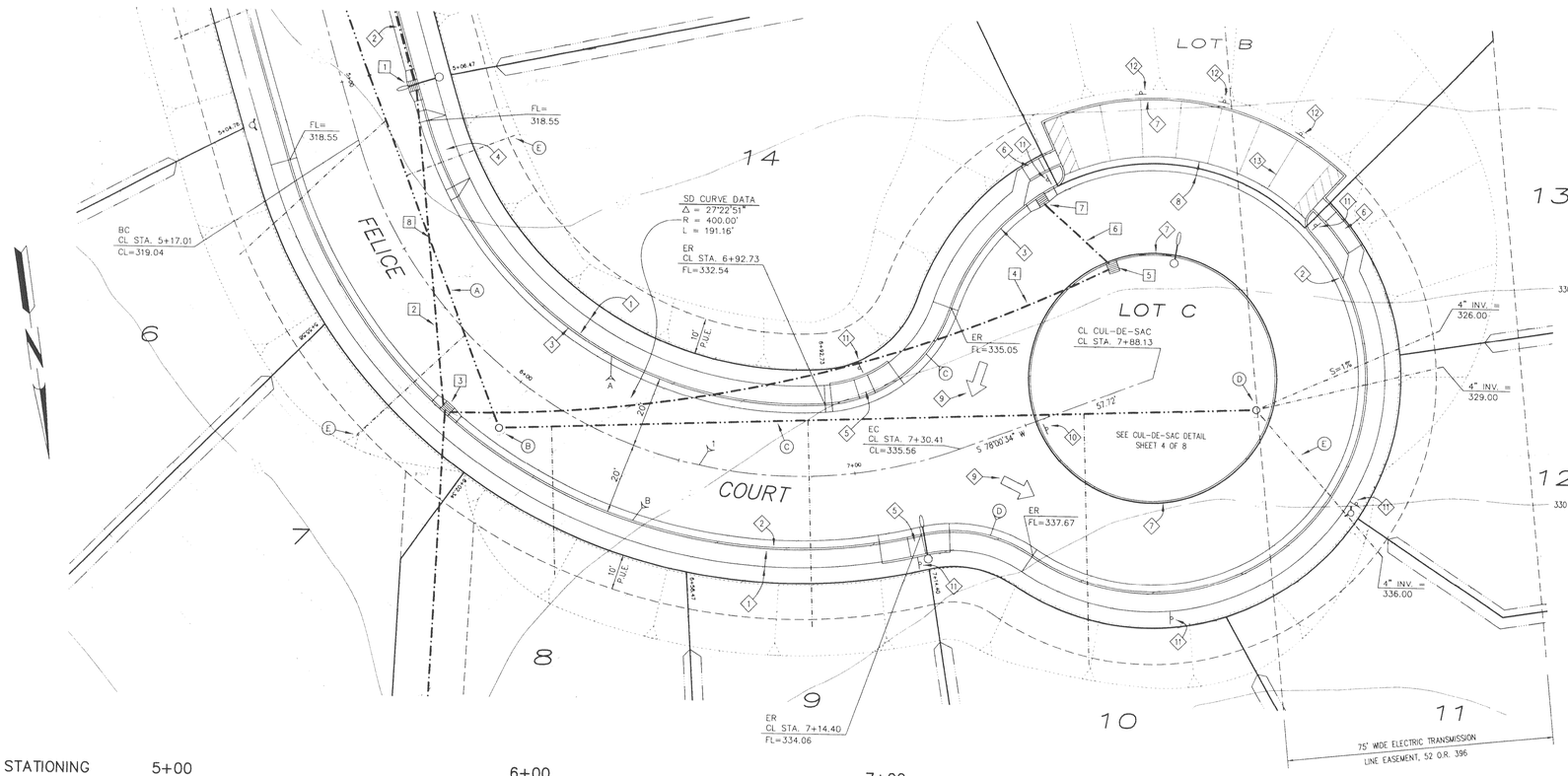
Drawing No. 7 of 8 (120)
Job No.

## FACE OF CURB CURVE DATA

A) Δ = 77°26'54" R = 110.00' L = 148.69'
B) Δ = 86°59'52" R = 150.00' L = 227.76'
C) Δ = 67°36'53" R = 40.00' L = 47.20'
D) Δ = 47°05'53" R = 40.00' L = 32.88'

## CENTERLINE CURVE DATA

1) Δ = 94°03'13" R = 130.00' L = 213.40'




## SEWER CONSTRUCTION NOTES

A) INSTALL 105 LF ± 6" PVC SEWER PIPE, S = 0.0682

B) INSTALL CITY OF OROVILLE STD. SS-02 SEWER MANHOLE, 14' RT. OF CL STA 6 + 02.70, RIM EL. = 324.83, 6" INV.= 318.00

C) INSTALL 213 LF ± 6" PVC SEWER PIPE, S = 0.0343

D) INSTALL CITY OF OROVILLE STD. SS-02 SEWER MANHOLE, 18' RT. OF CL STA 8 + 12.62, RIM EL. = 339.0±, 6" INV.= 325.30, 4" INV. = 325.46

E) INSTALL 4" DIAM. PVC SEWER LATERAL AT MID LOT OR AS SHOWN, TYPICAL CAP AND MARK PIPE END, LATERAL SLOPE = 2% OR AS NOTED

## STORM DRAIN CONSTRUCTION NOTES

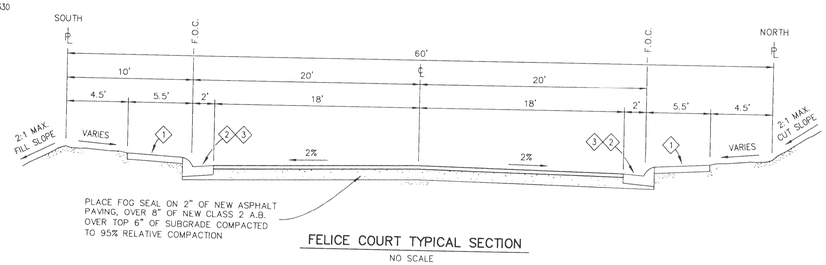
1. INSTALL SD-02 DROP INLET STA. 5 + 06.47, FL = 318.04, GR = 317.91, 18" INV. = 313.0
2. INSTALL 91 LF ± OF 18" DIAM. RCP S.D. PIPE, S = 0.0659
3. INSTALL SD-02 DROP INLET STA. 5 + 89.60, FL = 323.47, GR = 323.34, 18" INV. = 320.00, 15" INV. = 320.25 , 18" INV. (OUT) = 319.00
4. INSTALL 193 LF ± OF 15" DIAM. RCP S.D. PIPE, S = 0.0481
5. INSTALL SD-02 DROP INLET, GR = 333.90, 15" INV. = 329.54
6. INSTALL 28 LF ± OF 15" DIAM. RCP S.D. PIPE, S = 0.0020
7. INSTALL SD-02 DROP INLET, FL = 333.00, GR = 332.88, 15" INV. = 329.60
8. 6" SS INV. = 314.04, 18" SD INV. = 315.84

## ROAD CONSTRUCTION NOTES

1. INSTALL ST-14 FIVE FOOT WIDE SIDEWALK (6" THICK WITH ROLLED CURB OR 4" THICK WITH VERTICAL CURB)
2. INSTALL ST-14 ROLLED CURB AND GUTTER
3. INSTALL ST-14 VERTICAL CURB AND GUTTER
4. INSTALL ST-18 RESIDENTIAL DRIVEWAY APPROACH WITH 20 FOOT BOTTOM CUT AND 3 FOOT SHOULDERS
5. INSTALL ST-15 PEDESTRIAN RAMP (DETAIL B), MODIFY RAMP LENGTHS AS REQUIRED TO NOT EXCEED 8.33% RAMP SLOPE AND NOT TO BE LESS THAN A 2% SLOPE
6. INSTALL MODIFIED ST-15 PEDESTRIAN RAMP (DETAIL B) AS SHOWN, MODIFY RAMP LENGTH AS REQUIRED TO NOT EXCEED 8.33 % RAMP SLOPE AND NOT BE LESS THAN A 2% SLOPE
7. INSTALL ST-01 (3 OF 3) CONCRETE MEDIAN CURB
8. INSTALL ST-16 CONCRETE VALLEY GUTTER
9. INSTALL THERMOPLASTIC DIRECTIONAL ARROW PER CALTRANS STD. A24A, TYPE 1 ARROW
10. INSTALL HR10A (R) ONE WAY SIGN WITH DIRECTIONAL ARROW
11. INSTALL HR 26 "NO PARKING ANY TIME" SIGN
12. INSTALL METAL SIGN ON METAL POLE WITH THE FOLLOWING: "PUBLIC PARKING SPACES SUBJECT TO CITY OF OROVILLE AND VEHICLE CODE REGULATIONS"
13. PAINT 4 INCH WIDE PARKING STALL LINE WITH TWO COATS OF PAINT

## NOTES

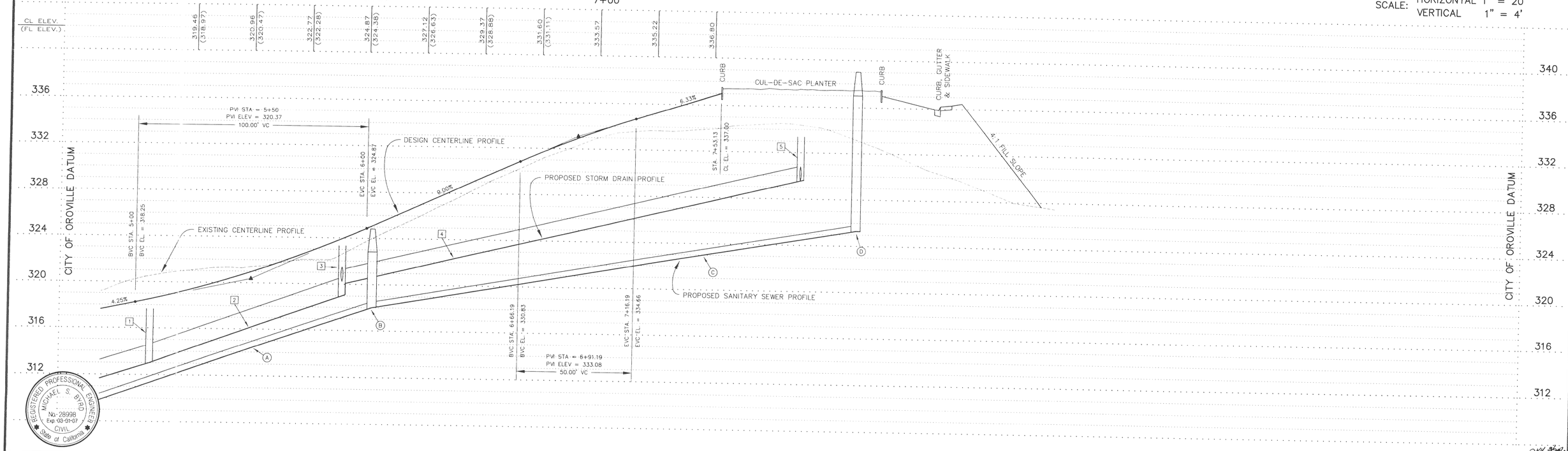
1. DEVELOPMENT OF LOTS 11, 12 AND 13 MAY REQUIRE PUMPING OF WASTEWATER TO THE 4 INCH GRAVITY LATERALS SHOWN. THE LOCATION OF THE PROPOSED RESIDENTIAL UNIT AND THE PROPOSED FINISH FLOOR ELEVATION MAY (?) ALLOW LIMITED GRAVITY SEWER SERVICE.
2. SEWER LATERALS TO LOTS 14 THROUGH 19 SHALL BE INSTALLED UNDER THE 18" STORM DRAIN LINE




## FELICE COURT TYPICAL SECTION

NO SCALE

SCALE: HORIZONTAL 1" = 20'
VERTICAL 1" = 4'




REGISTERED PROFESSIONAL ENGINEER MICHAEL S. BYRD No. 28998 Exp. 03-31-07 CIVIL State of California

Director of Public Works

| | | | |
|---|---|---|---|
| Designed MSB | Approved | PREPARED FOR : STEVE JASCO | RAR ROLLS ANDERSON & ROLLS CIVIL ENGINEERS 115 YELLOWSTONE DRIVE · CHICO, CALIFORNIA 95973-5811 · TELEPHONE 530-895-1422 |
| Drawn CAD | Date MARCH, 2005 | | MISSION OLIVE RANCH SUBDIVISION FELICE COURT IMPROVEMENT PLAN |
| Checked HLV | | | Drawing No. 8 OF 121 · JOB No. 04128 |

# CITY OF OROVILLE
# STAFF REPORT

**TO:** MAYOR PITTMAN & COUNCIL MEMBERS

**FROM:** CHRIS TENNS, ASSISTANT CHIEF

**RE:** RESOLUTION IMPLEMENTING CALFIRE 66-HOUR WORKWEEK

**DATE:** FEBRUARY 4, 2025

## SUMMARY

On November 5, 2024, the City Council directed staff to bring back a contract amendment to the CAL FIRE contract, reducing the current workweek from 72 hours to 66 hours. This amendment will result in an annual increase in contract costs of approximately $693,067. It is estimated that the change in workweek will increase costs by approximately $335,527 this fiscal year.

## DISCUSSION

With the change in the workweek for CAL FIRE, the Governor's budget will allocate $199 million and 338 positions, three designated to the Oroville contract, for fiscal year 2024-25 to implement a reduction in the standard workweek from 72 hours to 66 hours, as outlined in the CALFIRE Firefighters (2881) Memorandum of Understanding. The shift has been finalized and took effect on November 25th, 2024.

As part of this change, the number of firefighters will increase from 18 to 21 in the City. This increase in personnel will help ensure that the community is adequately protected under the new workweek schedule.

This amendment will result in an annual increase in contract costs of approximately $693,067. It is estimated that the change in workweek will increase costs by approximately $335,527 this Fiscal Year. It is anticipated that there will be some cost savings this fiscal year to help offset this increase.

## FISCAL IMPACT

Approximately $693,067 annually, $335,527 this fiscal year. A budget adjustment will be brought forward at a later date.

## ACTION REQUESTED -

APPROVE RESOLUTION NO. 9345 RATIFYING CONTRACT AMENDMENT TO THE CALFIRE CONTRACT INCREASING MAXIMUM AMOUNT PAYABLE (BY APPROXIMATELY $335,527 – BRINGING TOTAL CONTRACT TO $5,431,753 FOR FISCAL YEAR 2024/25) ASSOCIATED WITH TRANSITIONING FORM A 72 HOUR WORKWEEK TO A 66 HOUR WORKWEEK.

**ATTACHMENTS**

1. Resolution No. 9345
2. Contract Amendment

**CITY OF OROVILLE**
**RESOLUTION NO. 9345**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING CONTRACT AMENDMENT WITH CAL FIRE INCREASING MAXIMUM AMOUNT PAYABLE ASSOCIATED WITH TRANSITIONING FROM A 72-HOUR WORKEEK TO A 66-HOUR WORKWEEK**

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

a. The Council ratifies contract amendment for contract #3492 with CAL FIRE, to increase the maximum amount payable in transitioning from a 72-hour workweek to a 66-hour workweek.

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

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on February 4, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

**COOPERATIVE FIRE PROGRAMS**
**FIRE PROTECTION REIMBURSEMENT AGREEMENT AMENDMENT**
LG-1A REV. 1/2024

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| 2CA05716 | 2 |

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 Pages

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City of Oroville

2. The term of this Agreement is: July 1, 2022 through June 30, 2025

3. The maximum amount of this Agreement is: $ 15,397,075.00
Fifteen million three hundred ninety-seven thousand seventy-five dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

The amendment increases the maximum amount of this agreement by $335,527.00, from $15,061,548.00, to $15,397,075.00 due to the addition of three positions whithin this agreement (Two Firefighter II's and One Fire Captain, Rage A). The increase of the positions costs ( see attached Exhibit D) is added to contract Amendment 1 amount, with 6 months in Fiscal Year 24/25. The amended total will not exceed $15,397,075.00.

All other terms and conditions shall remain the same.
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**LOCAL AGENCY**

LOCAL AGENCY'S NAME
City of Oroville

BY *(Authorized Signature)*
David Pittman

DATE SIGNED *(Do not type)*
01/23/2025

PRINTED NAME AND TITLE OF PERSON SIGNING
David Pittman, Mayor

ADDRESS
1735 Montgomery St., Oroville, CA 95965

**STATE OF CALIFORNIA**

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Deputy Director, Cooperative Fire Protection

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

***California Department of General Services Use Only***

**Unit:** BTU

| | |
|---|---|
| **Agreement Total** | **$335,527** |

**Contract Name:** City of Oroville

**Contract No.:** 2CA05716-A2

**Page No.:** 1

| Fiscal Year 24/25 | |
|---|---|
| 27160 PS Total | $331,591 |
| 27160 OE Total | $3,936 |

| | |
|---|---|
| **TOTAL** | **$335,527** |

| | | | |
|---|---|---|---|
| Fiscal Year: 2024 | | Sub Total | $295,709 |
| Index: 2100 | Unit: BTU | Admin | $35,792 |
| PCA 27180 | | Total | $331,591 |
| PRC: 4142 | | | |

Contract Name: City of Oroville

Contract No.: 2CA05716-A2

Page No.: 2

Comments

Overtime Total: $0

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2024 between City of Oroville and The California Department of Forestry and Fire Protection (CAL FIRE)

| | |
|---|---|
| CAL FIRE Unit Chief | Garrett Sjolund |
| CAL FIRE Region Chief | George Morris III |

| | |
|---|---|
| Staff Benefit Rate as of 7/1/24 for POF Classifications | 93.93% |
| Staff Benefit Rate as of 7/1/24 for SAF Classifications | 67.28% |
| Staff Benefit Rate as of 7/1/24 for MIS Classifications | 82.09% |

| Number of Positions | Classification/ad-ons (Pick From List) | RET. | Period | Salary Months | Salary Rate | Total Salary | EDWC Rate | EDWC Periods | Total EDWC | Salary Benefits | FFI UI | EDWC Benefits | Total Salary & EDWC | Total Position Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Fire Captain, Range A | POF | | 6 | $6,416 | $38,496 | $3,845 | 6 | $23,070 | $36,159 | $0 | $13,618 | $111,344 | $113,089 |
| 1 | Education Incentive Pay Differential | POF | | 6 | $150 | $900 | | | $0 | $845 | | $0 | $1,745 | |
| | | POF | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | POF | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | POF | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | Overtime | POF | | | | | | | $0 | $0 | | $0 | $0 | |
| 2 | Fire Fighter II | POF | | 6 | $5,155 | $61,860 | $3,105 | 6 | $37,260 | $58,105 | $0 | $21,995 | $179,220 | $182,710 |
| 2 | Education Incentive Pay Differential | POF | | 6 | $150 | $1,800 | | | $0 | $1,691 | | $0 | $3,491 | |
| | | POF | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | POF | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | POF | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | Overtime | POF | | | | | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | $0 | 0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | Overtime | | | | | | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | $0 | 0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | Overtime | | | | | | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | $0 | 0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | Overtime | | | | | | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | $0 | 0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | | | | | $0 | $0 | | | $0 | $0 | | $0 | $0 | |
| | Overtime | | | | | | | | $0 | $0 | | $0 | $0 | |

| | | | |
|---|---|---|---|
| Fiscal Year: 2024 | Uniform Benefits | $31 | Contract Name: City of Oroville |
| Index: 2100 | Sub Total | $3,511 | |
| PCA: 27160 | Admin | $425 | Contract No.: 2CA05716-A2 |
| PRC: 4142 | Total | $3,936 | Page No.: 3 |

**Comments**

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2024 between City of Oroville and The California Department of Forestry and Fire Protection (CAL FIRE)

| Category (Pick from List) | Details | Number | Months | Rate | Sub-Total | 1.45% Uniform Benefits | Total |
|---|---|---|---|---|---|---|---|
| UNIFORM ALLOWANCE FOR BU8 | | 2.00 | 6.00 | $178 | $ 2,130 | $ 31 | $ 2,161 |
| GENERAL EXPENSE | | 2.00 | 1.00 | $675 | $ 1,350 | | $ 1,350 |

# CITY OF OROVILLE
# STAFF REPORT

**TO:** MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM:** SHAWN WEBBER, COUNCIL MEMBER

TRACY JOHNSTONE, COUNCIL MEMBER

JANET GOODSON, COUNCIL MEMBER

**RE:** EVENT COORDINATOR FEE FOR GONZALO "PEEWEE" CURIEL / EXPERIMENTAL AIRCRAFT ASSOCIATION CHAPTER 1112 FOR CITY AIRPORT FLY IN EVENTS

**DATE:** FEBRUARY 4, 2025

## SUMMARY

On behalf of Council Member(s) Webber, Johnstone, and Goodson City Council shall consider a financial contribution of $5,000 to the Oroville Experimental Aircraft Association (EAA) / Gonzalo “Peewee” Curiel to be used to offset costs associated with City Fly In events at the City Airport.

## DISCUSSION

Council Member(s) Webber, Johnstone, and Goodson requested that consideration be given for financial support of the annual Fly In event held at the City Airport. It is an important annual event that draws a large crowd every year and is a healthy event for our airport. The Fly In event draws in dozens of airplanes and numerous other vendors in an effort to promote the airport. The Experimental Aircraft Association / Gonzalo “PeeWee” Curiel has coordinated this event for many years and puts in many hours to do so with limited help from the City. As this is an annual event with a large draw, they feel it appropriate to make a financial contribution in support of this event.

## FISCAL IMPACT

To be funded from the Community Enhancement Fund – which has a current balance of $12,560.

## RECOMMENDATION

APPROVE A $5000 CONTRIBUTION TO EXPERIMENTAL AIRPORT ASSOCIATION / GONZALO “PEEWEE” CURIEL IN SUPPORT OF CITY FLY IN EVENTS AT THE CITY AIRPORT.

**ATTACHMENTS**

None.

# CITY OF OROVILLE
# STAFF REPORT

**TO:** MAYOR PITTMAN & COUNCIL MEMBERS

**FROM:** FRED MAYO, DIRECTOR OF PUBLIC WORKS

**RE:** AUTHORIZATION FOR MAYOR TO SIGN CONTRACT WITH CMA PAINTING INC. FOR THE LOTT HOME PAINTING AND DRY ROT REPAIR PROJECT

**DATE:** FEBRUARY 4, 2025

## SUMMARY

The City Council shall consider authorizing the Mayor to sign an agreement with CMA Painting Inc. for the Lott Home Painting and Dry Rot Repair Project.

## DISCUSSION

The C. F. Lott House was built in 1856 and now functions as a City of Oroville Museum and Park. In recent years the house has developed wood rot that needs to be repaired for the structural integrity of the house and its longevity. The exterior paint is chipping and needs to be replaced. This project will ensure the house maintains its integrity and improves its aesthetic appearance for the benefit of the City and its visitors.

On December 16, 2024, a Request for Proposal was advertised for the Lott Home Painting and Dry Rot Repair Project. Due to the uncertainty of the Lott home and its adjacent structures containing hazardous material, two separate bid schedules were requested – Bid Schedule #1 assumed there was hazardous material that would need to be mitigated and disposed of properly, and Bid Schedule #2 assumed Hazardous Materials were not present. The awarded contractor will test for hazardous materials. Five (5) proposals were received by the due date on Tuesday, January 21, 2025. Proposal results were as follows:

| Company | Bid Schedule #1 |
|---|---|
| CMA Painting Inc | $154,299 |
| CRBR | $200,000 |
| Perfection Painting Co | $246,400 |
| Color New Co. | $356,320 |
| Reliant Inc | $419,700 |

| Company | Bid Schedule #2 |
|---|---|
| CMA Painting Inc | $145,899 |
| CRBR | $181,840 |
| Perfection Painting Co | $231,400 |
| Reliant Inc | $288,200 |
| Color New Co. | $303,600 |

Additionally, the City wanted to ensure the companies submitting proposals had experience in similar work so a Statement of Qualifications was required. Results from the Statement of Qualifications are as follows:

| Company | SOQ Score | Rank | Notes |
|---|---|---|---|
| Color New Co. | 165 | 1 | |
| Reliant Inc | 158 | 2 | |
| CMA Painting Inc. | 156 | 3 | |
| Perfection Painting Co. | 153 | 4 | |
| CRBR | N/A | N/A | No Statement of Qualifications Submitted |

All companies appear to be well-qualified for the work to be performed. Though Color New Co. ranked higher in than CMA Painting Inc. on their Statement of Qualifications, this was primarily due to the number of projects that had been completed in the last two years: Color New completing 45 projects and CMA Painting Inc. completing 5.

Despite CMA Painting Inc. ranking 3rd in its Statement of Qualifications, it was the lowest responsive and responsible bid for both Bid Schedules Nos. 1 and 2 and remains to be well qualified to complete the work. Staff recommend proceeding with an agreement with CMA Painting Inc.

CMA Painting Inc. can begin work immediately. The City has asked the Contractor to aim for substantial completion by March 1, when the Lott Home is expected to reopen to the public. This substantial completion date may be delayed pending weather.

## FISCAL IMPACT

This project has a budget of $200,000 for this Fiscal Year in Fund 1021202. Depending on the presence of hazardous materials, the project is estimated to cost between $145,899 and $154,299 as proposed. Due to the uncertainty in the amount of dry rot needing repair, it is suggested the budget contain a 25% contingency of $38,574.75, for a total amount not to exceed $192,873.75.

**ACTION REQUESTED -**

AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT WITH CMA PAINTING INC. FOR THE LOTT HOME PAINTING AND DRY ROT REPAIR PROJECT.

**ATTACHMENTS**

1. Original RFP and Contract
2. CMA Painting Inc. Proposal

**City of Oroville**
**ENGINEERING**
1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2424
www.cityoforoville.org

January 7, 2025

Subject: Addendum #1 to Lott Home Painting and Dry Rot Repair Request for Proposal

The following changes are hereby made by this addendum:

1. Revised specification Section 00 42 00 – Bid Proposal.

During the mandatory job walk, it was suggested that the Bid Proposal break out individual bid items. It was also suggested that each building be bid separately. Please use the attached revised Section 00 42 00 – Bid Proposal Form when you submit your bid.

Thank you,

Alyssa Stutz, P.E.
Assistant Director of Public Works / City Engineer

Marios. I

# SECTION 00 42 00
# BID PROPOSAL

**Project: C.F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

| | | |
|---|---|---|
| Bidder Name | CMA Painting Inc | |
| Bidder Representative(s) | Marios Iakovou - CEO<br>Name and Title<br>Metin Tahar - VP<br>Name and Title | |
| Bidder Representative(s) Contact Information | Email Address(es)<br>cmamarios@gmail.com<br>CMA.PAINTBIDS@GMAIL.COM | Phone/Fax<br>( 415 ) 240-2930<br>Telephone<br>( N/A )<br>Fax |
| Bidder Mailing Address | 1510 Virginia St,<br>Address<br>Berkeley Ca 94703<br>City/State/Zip Code | |
| California Contractors' License | CMA Painting Inc<br>Number<br>C-33 & Gen B<br>Classification(s) and Expiration Date | |

1. Bid Proposal.

1.1 Bid Proposal Amount. Two separate bid schedules are included: the first assumes the presence of Hazardous Materials, and the second assumes there are no Hazardous Materials. Both bids should include the cost of performing testing and preparing a Hazardous Materials Report. Based on the testing results, the corresponding bid amount will be used. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as:

**C.F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

**Project Title: Lott Home Painting and Dry Rot Repair**

**Bidder:** CMA Painting Inc

**BID SCHEDULE # 1 – Hazardous Materials Are Present**

| Item No. | Item | Estimated Quantity | Unit | Unit Price (In Figures) | Total (In Figures) |
|---|---|---|---|---|---|
| 1 | Hazardous Material Test | 1 | LS | $8400 | $8400 |
| 2 | Mobilization and Demobilization | 1 | LS | $5600 | $5600 |
| 3 | Lott House – Paint Preparation | 1 | LS | $14,000 | $14,000 |
| 4 | Lott House – Painting | 1 | LS | $24,500 | $24,500 |
| 5 | Lott House – Siding Dry Rot Repair | 650 | SF | $9.80 | $6370 |
| 6 | Lott House – Trim Dry Rot Repair | 300 | LF | $9.33 | $5600 |
| 7 | The Lott House – Soffit Dry Rot Repair | 450 | SF | $16.80 | $7560 |
| 8 | Lott House – Shutter and Vent Dry Rot Repair | 1 | LS | $5320 | $5320 |
| 9 | Lott House – Baluster Railing (second story deck) Dry Rot Repair | 1 | LS | $5550 | $5550 |
| 10 | Lott House – Fascia/Barge Board and Finial Dry Rot Repair | 1 | LS | $3500 | $3500 |
| 11 | Lott House – Rolled Roofing (second story deck) | 1 | LS | $6300 | $6300 |
| 12 | Lott House – Gutter and Downspout Replacement | 1 | LS | $14,000 | $14,000 |
| 13 | Carriage House – Painting and Dry Rot Repair | 1 | LS | $15,400 | $15,400 |
| 14 | Gazebo - Painting and Dry Rot Repair | 1 | LS | $14,000 | $14,000 |
| 15 | Caretaker's Residence - Painting and Dry Rot Repair | 1 | LS | $7000 | $7000 |
| 16 | Covered Patio - Painting and Dry Rot Repair | 1 | LS | $4200 | $4200 |
| 17 | Covered Patio – Column Repair | 1 | LS | $8400 | $8400 |
| 18 | Shed - Painting and Dry Rot Repair | 1 | LS | $1400 | $1400 |
| | | | | TOTAL | $157,100 |

**BID SCHEDULE #2 – Hazardous Materials Are Not Present**

| Item No. | Item | Estimated Quantity | Unit | Unit Price (In Figures) | Total (In Figures) |
|---|---|---|---|---|---|
| 1 | Hazardous Material Test | 1 | LS | $8400 | $8400 |
| 2 | Mobilization and Demobilization | 1 | LS | $5600 | $5600 |
| 3 | Lott House – Paint Preparation | 1 | LS | $14,000 | $14,000 |
| 4 | Lott House – Painting | 1 | LS | $24,500 | $24,500 |
| 5 | Lott House – Siding Dry Rot Repair | 650 | SF | $9.80 | $6370 |
| 6 | Lott House – Trim Dry Rot Repair | 300 | LF | $9.33 | $5600 |
| 7 | The Lott House – Soffit Dry Rot Repair | 450 | SF | $16.80 | $7560 |
| 8 | Lott House – Shutter and Vent Dry Rot Repair | 1 | LS | $5320 | $5320 |
| 9 | Lott House – Baluster Railing (second story deck) Dry Rot Repair | 1 | LS | $5550 | $5550 |
| 10 | Lott House – Fascia/Barge Board and Finial Dry Rot Repair | 1 | LS | $3500 | $3500 |
| 11 | Lott House – Rolled Roofing (second story deck) | 1 | LS | $6300 | $6300 |
| 12 | Lott House – Gutter and Downspout Replacement | 1 | LS | $14,000 | $14,000 |
| 13 | Carriage House – Painting and Dry Rot Repair | 1 | LS | $11,000 | $11,000 |
| 14 | Gazebo - Painting and Dry Rot Repair | 1 | LS | $10,000 | $10,000 |
| 15 | Caretaker's Residence - Painting and Dry Rot Repair | 1 | LS | $7000 | $7000 |
| 16 | Covered Patio - Painting and Dry Rot Repair | 1 | LS | $4200 | $4200 |
| 17 | Covered Patio – Column Repair | 1 | LS | $8400 | $8400 |
| 18 | Shed - Painting and Dry Rot Repair | 1 | LS | $1400 | $1400 |
| | | | | TOTAL | $148,700 |

The Bidder confirms that it has checked all of the above figures and understands that neither the City of Oroville nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

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

MI (initial) **Addenda Nos.** 1 received, acknowledged and incorporated into this Bid Proposal.

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

following:

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

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

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the City of Oroville the Agreement in the form attached hereto within seven (7) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the City of Oroville, the Bidder awarded the Contract shall deliver to the City of Oroville: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the City of Oroville's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the City of Oroville may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.

4. Contractors' License. The Bidder certifies that: (i) it is possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.

5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the City of Oroville is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the City of Oroville. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents.

The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

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

Marios Iakouvou
(Typed or Printed Name)

Title: CEO

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

Any questions regarding the RFP shall be submitted through the Public Purchase website.

**SECTION 00 43 36**
**SUBCONTRACTORS LIST**

**Project: C.F. LOTT HOME: PAINTING AND DRY ROT REPAIR**
**Name of Bidder:** CMA Painting Inc
**Authorized Signature:** Marios. I

| (A) Licensed Name of Subcontractor | (B) Subcontractor Office, Mill or Shop Address | (C) Subcontractor Trade or Portion of Work | (D) Subcontractor Contractors' License No. | (F) Subcontractor DIR Registration |
|---|---|---|---|---|
| None | | | | |
| | | | | |
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***Attach additional page(s) as required***

Marios. I

**SECTION 00 45 13**
**STATEMENT OF QUALIFICATIONS**

## PROJECT: C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR

1. Bidder Information.
   1.1. Contact Information

| | |
|---|---|
| Mailing Address | 1510 Virginia Street<br>Street Address<br>Berkeley, CA 94703<br>City, State, Zip Code |
| Physical Location (if different from mailing address) | The same as the above<br>Street Address<br>The same as the above<br>City, State, Zip Code |
| Telephone/Fax | ( 415 ) 240-2930<br>Telephone<br>( None )<br>Fax |

1.2. Bidder Contacts.

| | |
|---|---|
| Name | Marios Iakovou |
| Contact Information | Telephone:<br>( 415 ) 240-2930<br>Fax<br>( None )<br>Email<br>cmamarios@gmail.com |

1.3. California Contractors' License.

| | |
|---|---|
| License Number(s) | 1064139 |
| License Classification(s) | B, C-33 |
| Responsible Managing Employee; Responsible Managing Officer | Marios Iakovou |
| Expiration Date(s) | 03/31/2026 |

1.4. Bidder Form of Entity.

- [X] Corporation
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Company
- [ ] Limited Liability Partnership
- [ ] Joint Venture
- [ ] Sole Proprietorship

2. Insurance.

| | |
|---|---|
| Commercial General Liability Insurance | Insurer: **United Fire & Casualty Company**<br>Policy No. **10147827043**<br>Broker **Driscoll & Driscoll Insurance Agency, Inc** |
| Commercial General Liability Insurance Broker | (Contact Name)<br>**Driscoll & Driscoll Insurance Agency, Inc**<br>**41235 11th St West**<br>(Street Address)<br>**Palmdale, CA 93551**<br>(City, State & Zip Code)<br>( **661-** ) **266-9390** (**ext 4082**)<br>**661-266-9390 ext 4082**<br>Telephone Fax **None**<br>**owen@driscollanddriscoll.com**<br>(Email address) |
| Bid, Performance and Labor & Materials Payment Bond Surety | Surety: **Merchants Bonding Company**<br>Surety Broker **Inland Surety**<br>**Ken Coate**<br>(Surety Broker Contact Name)<br>**3390 University Ave, Suite 300**<br>(Street Address)<br>**Riverside, CA 92501**<br>(City, State & Zip Code)<br>( **951** ) **779-8582** ( **None** )<br>**951-779-8582**<br>Telephone Fax **None**<br>**kenneth.coate@hubinternational.com**<br>(Email address) |
| Workers Compensation Insurance | Insurer: **Everest Premier Insurance Company**<br>Policy No. **760002446541**<br>Broker **Driscoll & Driscoll Insurance Agency, Inc** |

| | |
|---|---|
| Workers Compensation Insurance Broker | (Contact Name)<br>**Driscoll & Driscoll Insurance Agency, Inc**<br><br>**41235 11th St West**<br>(Street Address)<br>**Palmdale, CA 93551**<br>(City, State & Zip Code)<br><br>( **661-** ) **266-9390 ext 4082**<br>(Telephone)<br><br>**owen@driscollanddriscoll.com**<br>(Email address) |

3. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a "not qualified" response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

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

   _X_ Yes ___ No (Not Qualified)

   3.2. Bidder is currently a DIR Registered Contractor?

   _X_ Yes ___ No (Not Qualified)

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

   _X_ Yes ___ No (Not Qualified)

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

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

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

   ___ Yes (Not Qualified) _X_ No

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

   ___ Yes (Not Qualified) _X_ No

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

   ___ Yes (Not Qualified) _X_ No

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

___ Yes (Not Qualified) X No

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

___ Yes (Not Qualified) X No

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

___ Yes (Not Qualified) X No

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

___Yes (Not Qualified) X No

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

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

X Yes ___No

If yes, number of such projects: See attached reference list / 5 projects

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

X Prime Contractor

__Subcontractor

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

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

__Yes X No

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

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

__Yes X No

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

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

__Yes X No

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

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

__Yes X No

Yes: 0 points
No: 10 points

4.6. Has your organization ever failed to complete a public works construction contract within the authorized time?
__Yes X__No
Yes: 0 points
No: 10 points

4.7. Has your organization ever been assessed and paid liquidated damages under a construction contract with either a public or private owner?
__Yes X__No
Yes: 0 points
No: 10 points

4.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?
__Yes X__No
Yes: 0 points
No: 10 points

4.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?
__Yes X__No
Yes: 0 points
No: 5 points

4.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?
__Yes X__No
If yes, on how many occasions? _____
No occasions - 10 points
1 occasion - 3 points
More than 1 occasion - 0 points

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

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

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

5.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?
__Yes X__No
1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points

5.2. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?
__Yes X__No
1 or less occasion - 5 points

2 occasions - 3 points
More than 2 occasions - 0 points

5.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?
__Yes _x_No
1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points

5.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?
Once a week or more often - 5 points
Any other answer - 0 points

5.5. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).
Current year: 1.00
Previous year: 1.00
Year prior to previous year: 1.00
3-year Average: 1.00

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

5.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)
__Yes _x_No
2 or less occasions 5 points
3 occasions 3 points
More than 3 occasions 0 points

5.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?
___Yes _x_No
If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): _____
2 or less occasions 5 points
3 occasions 3 points
More than 3 occasions 0 points

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

6.1. Have legal, arbitration or administrative proceedings been brought against the construction project owner Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?
__Yes _X_No
If "yes," on a separate attachment, include the following details: (i) name of party initiating

proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

6.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project, excluding claims for personal injury?
__Yes X No
If "yes," on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

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

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

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

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

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

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

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

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

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

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name

and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

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

6.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
____Yes X____No

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

6.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?
____Yes X____No

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

6.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?
____Yes __X__No

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

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

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

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

| | |
|---|---|
| Project Name | **Beverly Hills High School** |
| Project Owner; Contact Information | **Beverly Hills USD, Ken 805-209-5871** |
| Project Scope | **Interior, Exterior Painting and Lead Removal** |
| Original Contract Duration | **2 months** |
| Actual Project Completion Duration | **2 months** |
| Original Contract Price | **$143,000** |
| Final Adjusted Contract Price | **$143,000** |

| | |
|---|---|
| Project Name | **American Canyon High School** |
| Project Owner; Contact Information | **Napa Valley USD, Eric 415-819-1249** |
| Project Scope | **Exterior Painting** |
| Original Contract Duration | **2 months** |
| Actual Project Completion Duration | **2 months** |
| Original Contract Price | **$619,000** |
| Final Adjusted Contract Price | **$890,000** |

| | |
|---|---|
| Project Name | **Culver City MD/HS** |
| Project Owner; Contact Information | **Culver City USD, Preeti 714-788-2617** |
| Project Scope | **Exterior Painting and Lead Removal** |
| Original Contract Duration | **4 months** |
| Actual Project Completion Duration | **4 months** |
| Original Contract Price | **$1,340,000** |
| Final Adjusted Contract Price | **$1,340,000** |

8. Projects in Progress. On a separate attachment, identify all projects the Bidder currently has in progress (Work in Progress). Provide the following information for each project:
   - 8.1. Project Name
   - 8.2. Project Owner
   - 8.3. Project Scope
   - 8.4. Project Completion Duration
   - 8.5. Project Contract Amount

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

Executed this 20 day of January 2025 at Berkeley, California.
(City and State)

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

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

By: Marios Iakovou
(Typed or Printed Name)

Title: CEO

## SECTION 00 61 10

## BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, Merchants Bonding Company (Mutual), as Surety and CMA Painting, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **City of Oroville** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR.**

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

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

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

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

**[CONTINUED NEXT PAGE]**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 14th day of January, 2025 by their duly authorized agents or representatives.

CMA Painting
(Bidder/Principal Name)

By: Marios. I
(Signature)

Marios. Iakovou
(Typed or Printed Name)

Title: CEO

(Attach Notary Public Acknowledgement of Principal's Signature)

CMA PAINTING INC CORPORATE SEAL 2019 CALIFORNIA

Merchants Bonding Company (Mutual)
(Surety Name)

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

Julia B. Bales, Attorney-In-Fact
(Typed or Printed Name of Attorney-In-Fact)

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

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

Merchants Bonding Company (Mutual) - Andrew Shim
(Contact Name)

6700 Westown Parkway,
(Street Address)

Des Moines, IA 50306
(City, State & Zip Code)

(800) 678-8171 (____) _____
Telephone Fax

ashim@merchantsbonding.com
(Email address)

**No. 2482-8**

**STATE OF CALIFORNIA**

# DEPARTMENT OF INSURANCE

**SAN FRANCISCO**

**Amended**

# Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

**Merchants Bonding Company (Mutual)**

*of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Surety, Liability, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 1st day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1st day of October, 2015.*

Dave Jones
*Insurance Commissioner*

*By*

Valerie Sarfaty
for Nettie Hoge
*Chief Deputy*

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

MERCHANTS BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Paris; Jonathan Cagner; Julia B Bales; Kenneth A Coate

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of April, 2024.

MERCHANTS NATIONAL BONDING, INC. -o- 2003 INCORPORATED

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933 INCORPORATED

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 12th day of April 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of January, 2025.

MERCHANTS NATIONAL BONDING, INC. -o- 2003 INCORPORATED

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933 INCORPORATED

William Warner Jr.
*Secretary*

**CALIFORNIA ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California
County of Riverside

On JAN 1 4 2025 *Date* before me, Stephanie D. Fisher, Notary Public, *Here Insert Name and Title of the Officer*

personally appeared Julia B. Bales *Name(s) of Signer(s)*

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

STEPHANIE D. FISHER
COMM. #2365783
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires July 15, 2025

*Place Notary Seal and/or Stamp Above*

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

WITNESS my hand and official seal.

Signature *Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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State of California Department of Industrial Relations EST. 1927

eCPR Public Search Public Works Support Contractors Projects Services MI Marios Iakovou

Your information

TRANSACT0008059

# Transaction Record

First Name

Marios

Payment Period

3

Last Name

Iakovou

Registration Valid Date

2024-07-24

Payment Amount

1200

User Account Email

cmamarios@gmail.com

Confirmation Number

24072592886526

* Status

Successful

Number

TRANSACT0008059

Payment URL

Click here

Is this registration a renewal of an existing registration

Yes


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## SECTION 00 45 19

## NON-COLLUSION DECLARATION

### PROJECT: C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR

The undersigned declares:
I am CEO,
(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title)
of CMA Painting Inc
(Insert name of bidder)

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

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 20 day of January, 20 25 at Berkeley, Alameda, CA.
(City, County and State)

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

Marios I
Signature

Marios Iakovou
Name Printed or Typed

## SECTION 00 45 26

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**PROJECT: C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

Marios Iakovou the CEO of
(Name) (Title)

CMA Painting Inc, declare, state and certify that:
(Contractor Name)

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

CMA Painting Inc
(Contractor Name)

By: Marios. I
(Signature)

Marios Iakovou
(Typed or printed name)

## SECTION 00 45 27

## DRUG-FREE WORKPLACE CERTIFICATION

## PROJECT: C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR

I, Marios Iakovou, am the CEO of
(Print Name) (Title)
CMA Painting Inc
(Contractor Name)

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

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

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

Executed at Berkeley, California this 20 day of January, 2025.
(City and State)

Marios. I
(Signature)
Marios Iakovou
(Printed or Typed Name)

# References

1. Project: Apple Valley HS Exterior Painting
Location: 11837 Navajo Rd, Apple Valley, CA 92308
Owner: Apple Valley Unified School District
Amount: $188,000
Contact: James Hopper, 760-247-8001

2. Project: SJ MV Merlinda Paint Exterior BLDGS
Location: 1120 Valinda Ave, West Covina, CA 91790
Owner: West Covina Unified School District
Amount: $269,000
Contact: Jeff Peiten, 626-939-4600

3. Project: Exterior Paint at Multiple School Sites
Location: 1150 E Pecan Ave, Madera, CA 93637, 509 E South St, Madera, CA 93638, 26133 Ave, Madera, CA 93637
Owner: Madera Unified School District
Amount: $256,000
Contact: Domingo Mora, 559-675-4534

4. Project: Culver City MD/HS
Location: 4601 Elenda St, Culver City, CA 90230
Owner: Culver City Unified School District
Amount: $1,340,000
Contact: Elizabeth Chavira, 714-497-7427

5. Project: Mariposa Elementary Exterior Painting and Windows Replacement
Location: 5044 Jones St, Mariposa, CA 95338
Owner: Mariposa County Unified School District
Amount: $293,000
Contact: Linda Mayfield, 209-742-0210

CMA Painting Inc
License No. 1064139
DIR No. 1000727594
Phone (415)240-2930 | 1510 Virginia St, Berkeley, CA 94703

# Work In Progress

Project Name:
MCOE - DISTRICT OFFICE - HVAC & SIDING REPLACEMENT PROJECT

Project Owner
Mariposa County Union S.D.

Project Scope
New HVAC Units
New Siding and Trim
Prime and Paint Exterior

Project Completion Duration -220 Days

Project Contract Amount -$350,000.00

**City of Oroville**
**1735 Montgomery St, Oroville, CA 95965**

# C.F. LOTT HOME: PAINTING AND DRY ROT REPAIR

**Due: Tuesday, January 21 @3:00PM**

**City of Oroville: Alyssa Stutz, Assistant Director of Public Works, 530-592-9832**
**City of Oroville Cultural Facilities Curator: Hannah Thompson, 530-538-2497**

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## City of Oroville


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|---|---|
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| 00 43 24 | Pre-Bid Request for Information |
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| 00 45 13 | Statement of Qualifications |
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**SECTION 00 11 13**

**NOTICE CALLING FOR BIDS**

**Issue Date: Monday, December 16, 2024**

| | |
|---|---|
| CLIENT | **City of Oroville** |
| PROJECT DESCRIPTION | **CITY OF OROVILLE C.F. LOTT HOME PAINTING AND DRY ROT REPAIR** |
| MANDATORY JOB WALK | **Tuesday, January 7, 2025 @9:00AM** |
| LATEST TIME/DATE FOR SUBMISSION OF QUESTIONS FOR BID | **Tuesday, January 14, 2025 @5:00PM** |
| LATEST TIME/DATE FOR SUBMISSION OF CITY OF OROVILLE ANSWERS TO QUESTIONS RELATED TO BID | **Friday, January 17, 2025 @5:00PM** |
| LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS | **Tuesday, January 21 @3:00PM** |
| LOCATION FOR SUBMISSION OF BID PROPOSALS | Public Purchase Website; or by hand or by mail to City of Oroville Attention: Hannah Thompson, Cultural Facilities Curator 1735 Montgomery St., Oroville, California 95965 |
| LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS | Public Purchase Website |

**NOTICE IS HEREBY GIVEN** that the City of Oroville ("CITY"), will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as

**C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

Project Information:

Introduction:

The City of Oroville is seeking an experienced and qualified construction, rehabilitation, and painting vendor to provide painting and dry rot repair services. Work includes repainting the exterior of the Lott House and its adjacent buildings. This includes the main house, the covered patio, the caretaker's residence, the carriage house, the shed, and the gazebo. The work also includes the repair and replacement of any dry rot on the main house.

Background:

The C. F. Lott House was built in 1856 and now functions as a City of Oroville Museum and Park. In recent years the house has developed wood rot that needs to be repaired for the structural integrity of the house and its longevity. The exterior paint is chipping and needs to be replaced. This project will ensure the house maintains its integrity and improves its aesthetic appearance for the benefit of the City and its visitors.

Access to the Lott House at 1067 Montgomery St, Oroville, California must be arranged through the Primary Contact – Hannah Thompson.

While the City expects the vendor to conduct their own investigation and analysis of existing facilities, utilities, and equipment and to check the accuracy, reliability, and completeness of the information in this Request for Proposal (RFP), there will be a job walk scheduled prior to the proposal due date.

It is unknown if hazardous materials, including but not limited to lead-based paint, are present in the building. Proposals will be required to include two bid totals, one that assumes there is no hazardous material, and one that assumes there is hazardous material. This way, all bidders will provide comprehensive and comparable proposals while acknowledging the potential risks.

The selected contractor will be required to conduct a hazardous material assessment prior to the commencement of any work. This assessment should specifically identify the presence of lead-based paint and other hazardous materials in accordance with local and federal regulations. A report detailing findings must be submitted to the City for review before any painting or surface preparation begins.

Project Goals:

It is expected that the contracted party will prepare the Lott House and its surrounding buildings for painting and paint them with a high-quality paint. It is also expected that any visible signs of wood rot and any wood rot the project reveals will be removed and replaced with historically accurate material. The materials used in the repairs must be the same or similar to those used in its original construction.

Additional Information:

Successful experience working with local government projects is required. This project shall consist of work done at the C. F. Lott Home located at 1067 Montgomery Street, Oroville CA 95965; work is to be completed in a manner that is efficient and timely in order to reduce the time that access to the facility will be reduced.

The scope of work can be found in Section 01 11 00 at the end of this RFP.

1. The City of Oroville has established that the start date for the project will be in January 2025 and substantial completion is required by February 28, 2025. The museum is closed for the winter and will reopen March 1, 2025.
2. Project Planholder List. The City of Oroville's Project Planholder List will be compiled exclusively from the sign-in sheet at the Mandatory Job Walk. Any Bidder who fails to sign-in at the Mandatory Job Walk will be excluded from Project Planholder List and its Bid Proposal will be deemed non-responsive and rejected. All Project Planholders will receive e-mails from the City of Oroville advising of any and all Project Addenda.
3. Documents Accompanying Bid Proposal. Each Bid Proposal shall be submitted with the following documents: (i) Bid Security; (ii) Subcontractors List; (iii) Non-Collusion Affidavit; and (iv) Qualifications Statement. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the City of Oroville to reject such Bidder's Bid Proposal for non-responsiveness.

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

4. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are available for review on the internet at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations.

5. Contractors' License Classification. Bidders must possess the following classification(s) of California Contractors License at the time that the Bid Proposal is submitted and at time the Contract for the Work is awarded: B - General Building. The Bid Proposal of a Bidder who does not possess a valid and in good standing Contractors' License in the classification(s) set forth above will be rejected for non-responsiveness. Any Bidder not duly and properly licensed is subject to all penalties imposed by law. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the City of Oroville that the Bidder awarded the Contract is properly and duly licensed for the Work.

6. Bidder and Subcontractors DIR Registered Contractor Status. Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor the Subcontractors List who is/are not DIR Registered contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal listed any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2), but the Bidder, if awarded the Contract, must request consent of the City of Oroville to substitute a DIR Registered Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

7. Contract Time. Substantial Completion of the Work shall be achieved within the time set forth in Contract Documents after the date for commencement of the Work established in the Notice to Proceed issued by the City of Oroville. Failure to achieve Substantial Completion within the Contract Time will result in the assessment of Liquidated Damages as set forth in the Contract.

8. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount equal to TEN PERCENT (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the City of Oroville.

9. Payment Bond; Performance Bond. Prior to commencement of the Work, the Bidder awarded the Contract shall deliver to the City of Oroville a Payment Bond and a Performance Bond issued by a California Admitted Surety in the form and content included in the Contract Documents each of which shall be in a penal sum equal to One Hundred Percent (100%) of the Contract Price.

10. Copies of Agreement and Bonds. The number of required executed copies of the Agreement are TWO (2). The number of required executed copies of the Performance Bond and Labor & Materials Payment Bond are ONE (1).

11. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests through the Public Purchase website.
12. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of **ninety (90) days** after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
13. Job-Walk. The City of Oroville will conduct a Mandatory Job Walk on January 7, 2025 at 9:00am. Bidders are to meet outside of the C. F. Lott Home, 1067 Montgomery St, Oroville CA 95965 for the Job Walk. The Job Walk is mandatory. Bid Proposals submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the City of Oroville as being non-responsive. Bidders will be required to sign in and sign out of a mandatory Job Walk.
14. Waiver of Irregularities**.** The City of Oroville reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
15. Award of Contract. The Contract for the Work, if awarded, will be by action of The City of Oroville's City Council to the responsible Bidder submitting the lowest priced responsive Bid Proposal.

**[END OF SECTION]**

# SECTION 00 21 13
# INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal.

   1.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids ("Call for Bids") may be deemed non-responsive and rejected.

   1.2. Bid Proposal Submittal. Bid Proposals may be submitted electronically, mailed, or delivered by hand to the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the City of Oroville at the place designated in the Call for Bids. All bids must be post-marked by the Bid due date of bid submittal.

   1.3. Date and Time of Bid Proposal Submittal. A Bid Proposal is deemed submitted only if submitted by one of the following two methods: (a) The bid documents are electronically submitted via Public Purchase website on or before the date and time provided in the Notice Calling for Bids; and (b) the original bid documents are mailed to the address below with the bid due date post-marked on the envelope.

   City of Oroville
   Attention: Hannah Thompson, Cultural Facilities Curator
   Re: Lott Home Repair
   1735 Montgomery St
   Oroville, California 95965

   1.3.1 Promptly at the latest time for submission of Bid Proposals, the City of Oroville will not accept any further Bid Proposals. Any Bid Proposal submitted thereafter as evidenced by the date and time received shall be deemed untimely and rejected. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the City of Oroville after it has commenced the opening and review of Bid Proposals; Bid Proposals submitted electronically via e-mail after such time are non-responsive. All Bid proposals and all other documents required to be submitted not received via mail with a post marked date of the date the bid was due will after such time are non-responsive.

2. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash, (ii) a certified or cashier's check made payable to the City of Oroville or (iii) a Bid Bond, in the form and content attached hereto, in favor of the City of Oroville executed by the Bidder as a principal and a Surety as surety (the "Bid Security") in an amount equal to Ten Percent (10%) of the Bid Proposal amount, inclusive of the price(s) proposed for additive Alternate Bid Items, if any. A Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein, duly completed and executed (with notary acknowledgements) on behalf of the Bidder and Surety, and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.

3. Documents Accompanying Bid Proposal; Signatures. Documents which must be submitted with each Bid Proposal are identified in the **NOTICE CALLING FOR BIDS**. Bidders shall submit the required Bid Documents on City of Oroville provided forms in the Bid Package to include Bid

Security. Bidders that do not use the City of Oroville provided forms will be considered "non-responsive" and their Bids will be rejected in accordance with the Bid Documents. Any document submitted with a Bid Proposal which does not use the City of Oroville provided forms and is not complete, accurate and executed as required by each document, will result in the Bid Proposal being deemed non-responsive. Bidders shall Submit only the following documents requested with the Bid Proposal and organize the documents in the order provided in one pdf document for e-mail submission and follow-up "hard copy" mailed to City of Oroville in accordance with the Instruction to Bidders:

3.1. Section 00 42 00 Bid Form
3.2. Section 00 61 10 Bid Security
3.3. Section 00 45 19 Non-Collusion Affidavit
3.4. Section 00 43 36 Subcontractors Lists
3.5. Section 00 45 13 Statement of Qualifications
3.6. Acknowledgement of Addenda (if applicable)
3.6.1 Submit Addendum acknowledgement page with signature per each addendum distributed by the City of Oroville.

4. Bidder Modifications; Withdrawal or Modification of Submitted Bid Proposal.
   4.1. Bidder Modifications to Bid Forms Prohibited. Modifications by a Bidder to the bid forms which are not specifically called for or permitted may result in the Bidder's Bid Proposal being deemed non-responsive and rejected.

   4.2. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the initials of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the City of Oroville to be non-responsive. If any Bid Proposal or portions thereof, is determined by the City of Oroville to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the City of Oroville may reject such a Bid Proposal as being non-responsive.
5. Withdrawal or Modification of Submitted Bid Proposal. A Bidder may not withdraw or modify a Bid Proposal submitted to the City of Oroville except in strict conformity to the following. Bid Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Bid Proposal submits a request for withdrawal or modification in writing to the City of Oroville; and (ii) the written withdrawal or modification request is actually received by the City of Oroville prior to the latest date/time for submittal of Bid Proposals. Requests for withdrawal of a Bid Proposal after the public opening of Bid Proposals pursuant to Public Contract Code §5100, et seq. will be considered only if in strict conformity with requirements of Public Contract Code §5100, et seq.
6. Examination of Site and Contract Documents. Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the contract requirements and conditions affecting the Work. Failure of a Bidder to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract. The City of Oroville assumes no responsibility or liability to any Bidder for, nor shall the City of Oroville be bound by, any understandings, representations or agreements of the City of Oroville's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the City of Oroville. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

7. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal the form of Qualifications Statement, which is included within the Contract Documents. All information required by Qualifications Statement shall be completely and fully provided. Any Bid Proposal not accompanied by the Qualifications Statement completed with all information required and bearing the signature

of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected.

7.1. If the City of Oroville determines that any information provided by a Bidder in the Qualifications Statement is false or misleading or is incomplete so as to be false or misleading, the City of Oroville may reject the Bid Proposal submitted by such Bidder as being non-responsive.

7.2. If any response to the "Essential Requirements" section of the Qualifications Statement is a "not qualified" response, the Bidder's Bid Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

7.3. If any Bidder does not receive a minimum of 90 points out of a possible 100 points in the "Performance/Experience" section of the Qualification Statement, the Bidder's Bid Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

7.4. If any Bidder does not receive a minimum of 27 points out of a possible 35 points in the "Safety" section of the Qualification Statement, the Bidder's Bid Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

7.5. If the response is "yes" to any of the questions in the "Legal/Administrative Proceedings and Surety" section of the Qualifications Statement, complete and accurate details must be attached to the Qualifications Statement. Failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected for failure of the Bidder to meet minimum qualifications for the Work.

7.6. If any Bidder does not receive a minimum of 20 points out of a possible 30 points in the "Reference" section of the Qualification Statement, the Bidder's Bid Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the Work. Bidder must provide the three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function and construction value as the Work. The three (3) projects should be the best representation of similar work completed.

8. Agreement and Bonds. The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms Payment Bond, Performance Bond and other documents and instruments which are required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Notice Calling for Bids.

9. Pre-Bid Questions; Contract Document Interpretation and Modifications.

9.1. Bidder Pre-Bid Questions. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the laws, shall submit a request for a clarification, interpretation or correction thereof using the form of Pre-Bid Inquiry included with the Contract Documents ("Pre-Bid Questions"). Bidders are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Call for Bids. Responses to Pre-Bid Questions will be by written addendum issued by, or on behalf of, the City of Oroville. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

9.2. No Oral Interpretations. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.

10. City of Oroville's Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the City of Oroville may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy

of the Contract Documents pursuant to the Call for Bids and/or attending the mandatory Job Walk. If the City of Oroville issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

11. Bidder's Assumptions. The City of Oroville is not responsible for any assumptions made or used by the Bidder in calculating its Bid Proposal Amount including, without limitation, assumptions regarding costs of labor, materials, equipment or substitutions/alternatives for any material, equipment, product, item or system incorporated into or forming a part of the Work which have not been previously expressly approved and accepted by the City of Oroville. The successful Bidder, upon award of the Contract by the City of Oroville, if any, will be required to complete the Work for the amount bid in the Bid Proposal within the Contract Time and in accordance with the Contract Documents.

12. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the City of Oroville. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

13. Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall execute and deliver to the City of Oroville the form of

    Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to the City of Oroville.

14. Determination of Lowest Responsive Responsible Bid/Award of Contract.

    14.1. Waiver of Irregularities or Informalities. The City of Oroville reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

    14.2. Award to Lowest Responsive Responsible Bidder. The award of the Contract for each Bid Package, made by the City of Oroville or by the City of Oroville through action of its City Council, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.

    14.3. Alternate Bid Items Proposal. If the bidding includes Alternate Bid Items, the price(s) proposed by a Bidder for each Alternate Bid Item shall be set forth in the form of Alternate Bid Items Proposal, included as Attachment A to the form of Bid Proposal. Each Bidder shall submit its completed and executed form of Alternate Bid Items Proposal concurrently with submission of the Bidder's Bid Proposal, provided that the page(s) forming the Alternate Bid Items Proposal shall be submitted by each Bidder in a separate sealed envelope, prominently marked "ALTERNATE BID ITEMS PROPOSAL". The Bid Proposal of a Bidder will be rejected for non-responsiveness if the Bidder fails to: (i) propose prices for each Alternate Bid Item on the form Alternate Bid Items Proposal; and (ii) submit the completed/executed form of Alternate Bid Items Proposal concurrently with submission of the Bid Proposal.

    14.4. Award of Contract. The Bidder submitting the Low Bid Proposal will receive an Agreement in the form attached hereto from the City of Oroville. The undersigned will execute and deliver to the City of Oroville the Agreement in the form attached hereto within seven (7) calendar days after notification of Award of Contract. Concurrently with delivery of the executed Agreement

to the City of Oroville, the Bidder awarded the Contract shall deliver to the City of Oroville: (i) Certificates of Insurance evidencing all insurance coverages the Bidder and its Subcontractors are required to obtain under the Contract Documents; (ii) Performance Bond;
(iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the City of Oroville's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the City of Oroville may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.

14.5. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms to and complies with requirements of the Bid and Contract Documents. A Bid Proposal that does not conform to material bidding requirements, as reasonably determined by the City of Oroville, is subject to rejection for non-responsiveness.

14.6. Responsibility Hearing on Rejected Bid. If a Bidder's bid is rejected by the City of Oroville for responsiveness, but the Bidder contends that the basis of rejection is for responsibility, not responsiveness, the Bidder may request a responsibility hearing on that rejection: (i) if the City of Oroville issues a notice of intent to award a contract to a Bidder whose bid is higher than the bid that was rejected; and (ii) the Bidder strictly complies with the following provisions relating to time limitations for requesting a responsibility hearing. To be considered by the City of Oroville, such a request for a responsibility hearing must be in writing and submitted to the City of Oroville's Vice President, Administrative Services, Administration Building, and must be actually received by the City of Oroville's Vice President, Administrative Services by the earlier of: (i) 5:00 PM one (1) business day after the City of Oroville's notice to the Bidder of the City of Oroville's rejection of the Bidder's Bid Proposal; or (ii) 5:00 PM one (1) business day after the date of the City of Oroville's notice of intent to award a contract. If a Bidder does not request a responsibility hearing in strict conformity with the foregoing, such Bidder shall be deemed to have knowingly and voluntarily waive rights to a hearing. The City of Oroville will grant or deny such request for a hearing based on the holding of the California Court of Appeal in Great West Contractors, Inc. v. Irvine Unified School City of Oroville (2010) 187 Cal. App. 4th 1425. If a Bidder timely requests a hearing pursuant to the foregoing, the City of Oroville will notify such Bidder in writing by 5:00 PM two (2) business days after the date of the Bidder's request for hearing is submitted of the City of Oroville grant or denial of such a hearing. If the City of Oroville grants a hearing, the City of Oroville will schedule the hearing for a date not less than three (3) business days after the date of such notice to the Bidder requesting a hearing. If the City of Oroville holds such a hearing, any Bidder may at its own expense: i) be represented at the hearing by legal counsel; ii) record the proceedings by court reporter; iii) present oral and/or written statements and/or other documents.

14.7. Responsible Bidder.

14.7.1. Bidder Capacity. Factors affecting the Bidder's capacity to perform and complete the Work will be assessed, including: (i) Bidder's access to labor, materials and other resources necessary to complete the Work; (ii) Bidder's ability to complete the Work within the time established for completion of the Work, or portions thereof; and (iii) Bidder's ability to complete warranty obligations.

14.7.2. Bidder Character, Integrity. Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public works projects or debarment from bidding within past five (5) years; and (iii) false claims liability within the past five (5) years under local, state or federal laws.

14.7.3. Bidder Financial Capability. Factors considered include: (i) sufficiency of the Bidder's financial resources; (ii) whether the Bidder is current in payment of debts and

performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.

14.7.4. Bidder Prior Performance. The Bidder's prior performance on prior public works contracts, including without limitation: (i) cost overruns; (ii) compliance with general conditions and other contractual requirements, including schedule development, schedule updates and coordination of labor, material/equipment procurements and subcontractors; (iii) completion within allocated time; (iv) submittal of unsubstantiated, unsupported or excessive cost proposals, claims or contract adjustment requests; (iv) completion of a project by a surety; (vi) owner's exercise of default remedies; and (vii) finding or determination by any public agency that the Bidder is not a responsible bidder.

14.7.5. Safety. Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past five (5) years; (ii) adequacy and implementation of safety plans, programs for on-site and off-site construction and construction related activities; and (iii) Workers Compensation Insurance EMR rating exceeding 1.25.

15. Subcontractors.

15.1. Designation of Subcontractors; Subcontractors List. In accordance with Public Contract Code §4104, the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.), each Bidder shall submit, on the form of Subcontractors List included with the Contract Documents, a list of its proposed Subcontractors for the proposed Work, including any Alternate Bid Items, who will perform/provide portions of the Work valued at or more than one-half (1/2) of one percent (1%) of the amount proposed by the Bidder for the Work. The Subcontractors List consists of five (5) columns, each of which requires the Bidder's disclosure of information relating to each listed Subcontractor as follows:

Column A Name of Subcontractor
Column B Subcontractor's Address
Column C Subcontractor's Portion of the Work
Column D Subcontractor's California Contractors' License
Column E Subcontractor DIR Registration

All information required by the Subcontractors List must be completed by the Bidder for each Subcontractor identified by the Bidder in its Subcontractors List submitted concurrently with the Bidder's Bid Proposal. Failure of a Bidder to comply with the foregoing will render the Bidder's Bid Proposal non-responsive and rejected.

15.2. Subcontractor Bonds. Pursuant to California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

16. Workers' Compensation Insurance. Pursuant to California Labor Code § 3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall execute and deliver to the City of Oroville the form of Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to the City of Oroville.

17. Bid Security Return. The Bid Security of the Bidders submitting the three lowest priced Bid Proposals, the number being solely at the discretion of the City of Oroville, will be held by the City of Oroville for ten (10) days after the period for which Bid Proposals must be held open (which is set

forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever occurs later, at which time the Bid Security of such other Bidders will be returned to them.

18. Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within Fifteen (15) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the City of Oroville may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.

19. Contractors' License. No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors' License Law, California Business & Professions Code §§7000, *et seq*. This requirement is not a mere formality and will not be waived by the City of Oroville or its City Council. The required California Contractors' License classification(s) for the Work is set forth in the Call for Bids.

20. Non-Discriminatory Employment Practices. It is the policy of the City of Oroville that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with the City of Oroville's non-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940, *et seq*. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

21. Sexual Harassment. It is the policy of the City of Oroville to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statues related to the prevention of Sexual Harassment. All Bidders agree to comply with the City of Oroville's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, *et seq.* In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

22. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the City of Oroville upon submittal to the City of Oroville. At such time as the City of Oroville issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret", "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The City of Oroville is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the City of Oroville or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the City of Oroville in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the City of Oroville is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the City of

Oroville in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the City of Oroville's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

23. Drug Free Workplace Certificate. In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

24. Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101, *et seq*. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

25. Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the City of Oroville will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the City of Oroville intends to award the Contract and the date/time/place of the City of Oroville's City Council meeting at which award of the Contract will be considered. The Notice of Intent Award Contract will be conditioned on approval by the City of Oroville's City Council.

26. Substitute Security. The successful Bidder may request substitution of eligible and equivalent securities for any monies withheld by the City of Oroville to ensure the Contractor's performance under the Contract pursuant to California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall make its written request to the City of Oroville for substitute security not later than the date of the submission of the first Application for Progress Payment; failure to request substitute security on or prior to such date shall be deemed a waiver of rights under Public Contract Code §22300.

27. Bid Protest.

    27.1. Submittal of Bid Protest. Any Bidder submitting a Bid Proposal to the City of Oroville may file a protest of the City of Oroville's intent to award the Contract provided that all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the City of Oroville's Vice President, Administrative Services, not more than five (5) calendar days after the date of issuance of the City of Oroville's Notice of Intent to Award the Contract; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the City of Oroville as invalid.

    27.2. City of Oroville Review and Disposition of Bid Protest. Provided that a bid protest is filed in strict conformity with the foregoing, the City of Oroville's Vice President, Administrative Services, or such individual(s) as may be designated by him/her ("Designee") will review and evaluate the basis of the bid protest. The City of Oroville's Vice President, Administrative Services, or Designee shall provide the Bidder submitting the bid protest with a written

statement concurring with or denying the bid protest ("Bid Protest Response"). The Bid Protest Response is deemed the final action of the City of Oroville and not subject to appeal or reconsideration by any other employee or officer of the City of Oroville or the City Council of the City of Oroville. The issuance of the Bid Protest Response by the City of Oroville's Vice President, Administrative Services, or the Designee is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the City of Oroville's intent to award the Contract, the City of Oroville's disposition of any bid protest or the City of Oroville's decision to reject all Bid Proposals. If any such legal or equitable proceedings are instituted and the City of Oroville is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. Each Bidder shall acknowledge in the Bid Proposal that the foregoing is a binding attorneys' fee agreement pursuant to Civil Code §1717 and shall be enforceable against the Bidder and the City of Oroville.

**[END OF SECTION]**

# SECTION 00 42 00
# BID PROPOSAL

**Project: C.F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

| | | |
|---|---|---|
| Bidder Name | _____ | |
| Bidder Representative(s) | _____<br>Name and Title<br>_____<br>Name and Title | |
| Bidder Representative(s) Contact Information | Email Address(es)<br>_____<br>_____ | Phone/Fax<br>(_____) _____<br>Telephone<br>(_____) _____<br>Fax |
| Bidder Mailing Address | _____<br>Address<br>_____<br>City/State/Zip Code | |
| California Contractors' License | _____<br>Number<br>_____<br>Classification(s) and Expiration Date | |

1. Bid Proposal.

1.1 Bid Proposal Amount. Two separate bid amounts are included below: the first assumes the presence of Hazardous Materials, and the second assumes there are no Hazardous Materials. Both bids should include the cost of performing testing and preparing a Hazardous Materials Report. Based on the testing results, the corresponding bid amount will be used. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as:

**C.F. LOTT HOME: PAINTING AND DRY ROT REPAIR**,

for the sum of:

$ ___ ___ , ___ ___ ___ , ___ ___ ___ . ___ ___

_____Dollars for work that assumes Hazardous Materials are present.

for the sum of:

$ ___ ___ , ___ ___ ___ , ___ ___ ___ . ___ ___

_____Dollars for work that assumes Hazardous Materials are **not** present.

The Bidder confirms that it has checked all of the above figures and understands that neither the City of Oroville nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

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

_____ **Addenda Nos. _____**received, acknowledged
**(initial)** and incorporated into this Bid Proposal.

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

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

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

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the City of Oroville the Agreement in the form attached hereto within seven (7) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the City of Oroville, the Bidder awarded the Contract shall deliver to the City of Oroville: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the City of Oroville's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the City of Oroville may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.

4. Contractors' License. The Bidder certifies that: (i) it is possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.

5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the City of Oroville is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the City of Oroville. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining

to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents.

The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

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

_____
(Typed or Printed Name)

Title: _____

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

Any questions regarding the RFP shall be submitted through the Public Purchase website.

# SECTION 00 43 36
# SUBCONTRACTORS LIST

**Project: C.F. LOTT HOME: PAINTING AND DRY ROT REPAIR**
**Name of Bidder: _____**
**Authorized Signature: _____**

| (A) Licensed Name of Subcontractor | (B) Subcontractor Office, Mill or Shop Address | (C) Subcontractor Trade or Portion of Work | (D) Subcontractor Contractors' License No. | (F) Subcontractor DIR Registration |
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***Attach additional page(s) as required***

**SECTION 00 45 13**
**STATEMENT OF QUALIFICATIONS**

**PROJECT: C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

1. Bidder Information.
   1.1. Contact Information

| | |
|---|---|
| Mailing Address | _____<br>Street Address<br>_____<br>City, State, Zip Code |
| Physical Location (if different from mailing address) | _____<br>Street Address<br>_____<br>City, State, Zip Code |
| Telephone/Fax | (_____) _____<br>Telephone<br>(_____) _____<br>Fax |

   1.2. Bidder Contacts.

| | |
|---|---|
| Name | _____ |
| Contact Information | Telephone:<br>(_____)_____<br>Fax<br>(_____)_____<br>Email<br>_____ |

   1.3. California Contractors' License.

| | |
|---|---|
| License Number(s) | _____ |
| License Classification(s) | _____ |
| Responsible Managing Employee; Responsible Managing Officer | _____ |
| Expiration Date(s) | _____ |

   1.4. Bidder Form of Entity.

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

2. Insurance.

| | |
|---|---|
| Commercial General Liability Insurance | Insurer: _____<br>Policy No. _____<br>Broker _____ |
| Commercial General Liability Insurance Broker | (Contact Name)<br>_____<br>_____<br>(Street Address)<br>_____<br>(City, State & Zip Code)<br>(_____) _____ (_____)<br>Telephone Fax<br>_____<br>(Email address) |
| Bid, Performance and Labor & Materials Payment Bond Surety | Surety: _____<br>Surety Broker _____<br>_____<br>(Surety Broker Contact Name)<br>_____<br>(Street Address)<br>_____<br>(City, State & Zip Code)<br>(_____) _____ (_____)<br>Telephone Fax<br>_____<br>(Email address) |
| Workers Compensation Insurance | Insurer: _____<br>Policy No. _____<br>Broker _____ |

| | |
|---|---|
| Workers Compensation Insurance Broker | (Contact Name)<br>_____<br><br>_____<br>(Street Address)<br>_____<br>(City, State & Zip Code)<br><br>(_____) _____<br>(Telephone)<br><br>_____<br>(Email address) |

3. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a "not qualified" response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

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

   ___ Yes ___ No (Not Qualified)

   3.2. Bidder is currently a DIR Registered Contractor?

   ___Yes ___No (Not Qualified)

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

   ___ Yes ___ No (Not Qualified)

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

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

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

   ___ Yes (Not Qualified) ___ No

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

   ___ Yes (Not Qualified) ___ No

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

   ___ Yes (Not Qualified) ___ No

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

___ Yes (Not Qualified) ___ No

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

___ Yes (Not Qualified) ___ No

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

___ Yes (Not Qualified) ___ No

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

___Yes (Not Qualified) ___No

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

4.1. Within the past two (2) years has your organization performed renovations or new construction in line and consistent to the proposed project.
__Yes ____No
If yes, number of such projects:
_____

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

__Prime Contractor
__Subcontractor

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

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

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

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

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

4.4. Has your organization ever failed to complete a construction contract?
___Yes ____No

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

4.5. Has your organization ever been declared in default of a construction contract?
___Yes ____No

Yes: 0 points
No: 10 points

4.6. Has your organization ever failed to complete a public works construction contract within the authorized time?
___Yes ____No
Yes: 0 points
No: 10 points

4.7. Has your organization ever been assessed and paid liquidated damages under a construction contract with either a public or private owner?
___Yes ____No
Yes: 0 points
No: 10 points

4.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?
___Yes ____No
Yes: 0 points
No: 10 points

4.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?
___Yes ____No
Yes: 0 points
No: 5 points

4.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?
___Yes ____No
If yes, on how many occasions? _____
No occasions - 10 points
1 occasion - 3 points
More than 1 occasion - 0 points

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

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

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

5.1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years?
___Yes ____No
1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points

5.2. Has the Federal Occupational Safety and Health Administration (“OSHA”) cited and assessed penalties against your firm in the past five (5) years?
___Yes ____No
1 or less occasion - 5 points

2 occasions - 3 points
More than 2 occasions - 0 points

5.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?
___Yes ____No
1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points

5.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?
Once a week or more often - 5 points
Any other answer - 0 points

5.5. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).
Current year: _____
Previous year: _____
Year prior to previous year: _____
3-year Average: _____

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

5.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)
___Yes ____No
2 or less occasions 5 points
3 occasions 3 points
More than 3 occasions 0 points

5.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?
____Yes ___No
If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): _____
2 or less occasions 5 points
3 occasions 3 points
More than 3 occasions 0 points

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

6.1. Have legal, arbitration or administrative proceedings been brought against the construction project owner Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?
___Yes __No
If "yes," on a separate attachment, include the following details: (i) name of party initiating

proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

6.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project, excluding claims for personal injury?
__Yes __No
If "yes," on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

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

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

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

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

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

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

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

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

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

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name

and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

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

6.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
____Yes _____No

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

6.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?
____Yes _____No

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

6.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?
____Yes _____No

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

7. <u>References</u>. Bidder must receive a minimum of 20 points out of a possible 30 points in this section.

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

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

| | |
|---|---|
| Project Name | |
| Project Owner; Contact Information | |
| Project Scope | |
| Original Contract Duration | |
| Actual Project Completion Duration | |
| Original Contract Price | |
| Final Adjusted Contract Price | |

| | |
|---|---|
| Project Name | |
| Project Owner; Contact Information | |
| Project Scope | |
| Original Contract Duration | |
| Actual Project Completion Duration | |
| Original Contract Price | |
| Final Adjusted Contract Price | |

| | |
|---|---|
| Project Name | |
| Project Owner; Contact Information | |
| Project Scope | |
| Original Contract Duration | |
| Actual Project Completion Duration | |
| Original Contract Price | |
| Final Adjusted Contract Price | |

8. Projects in Progress. On a separate attachment, identify all projects the Bidder currently has in progress (Work in Progress). Provide the following information for each project:
   8.1. Project Name
   8.2. Project Owner
   8.3. Project Scope
   8.4. Project Completion Duration
   8.5. Project Contract Amount

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

Executed this___day of _____20__at_____.
(City and State)

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

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

By: _____
(Typed or Printed Name)

Title: _____

## SECTION 00 45 19

## NON-COLLUSION DECLARATION

**PROJECT: C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

The undersigned declares:
I am _____,
_____
(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title)
of_____
(Insert name of bidder)

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

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____day of _____, 20___at _____.
(City, County and State)

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

_____
Signature

_____
Name Printed or Typed

## SECTION 00 45 26

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**PROJECT: C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

_____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

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

_____
(Contractor Name)

By: _____
(Signature)

_____
(Typed or printed name)

# SECTION 00 45 27

## DRUG-FREE WORKPLACE CERTIFICATION

## PROJECT: C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR

I, _____, am the _____of
(Print Name) (Title)

_____
(Contractor Name)

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

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

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

Executed at _____this ____day of _____, 20____.
(City and State)

_____
(Signature)

_____
(Printed or Typed Name)

## SECTION 00 52 00

## AGREEMENT

**THIS AGREEMENT** is entered into _____in the City of Oroville, County of Butte, State of California, by and between **The City of Oroville** hereinafter "City of Oroville" and _____ ("Contractor").

**WITNESSETH**, that the City of Oroville and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as

**C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR.**

2. Contractor shall complete all Work covered by the Contract Documents, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

3. Contract Time. The Contractor shall commence Work on the date indicated in the Notice to Proceed issued by or on behalf of the City of Oroville and shall achieve Substantial Completion for the Work on or before February 28, 2025.

4. Contract Price. The City of Oroville shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, The City of Oroville shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _____ Dollars ($_____). The City of Oroville's payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor's Base Bid Proposal, authorized allowances and the following Alternate Bid Items, if any: _____. The City of Oroville's Progress Payments of the Contract Price shall be subject to retention withholdings equal to five percent (5%) of each Progress Payment (Retention). Retention withheld by the City of Oroville shall be disbursed to the Contractor as part of the Final Payment due the Contractor.

5. Liquidated Damages. The Contractor shall be subject to assessment of Liquidated Damages set forth in the Special Conditions if the Contractor: (i) fails to submit each Submittal required by the Contract Documents in accordance with the Submittal Schedule incorporated into the Contractor's Construction Schedule; or (ii) fails to achieve Substantial Completion of the Work within the Contract Time, subject to adjustments thereto in accordance with the Contract Documents; or (iii) fails to complete all Punchlist items within the time established pursuant to the Contract Documents.

6. Limitation on Damages. In the event of the City of Oroville's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the City of Oroville and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the City of Oroville if the City of Oroville is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the City of Oroville including, without limitation, damages for: i) lost or impaired bonding capacity; and/or, ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents.

7. The Contract Documents. The documents forming a part of the Contract Documents consist of the following:

00 11 13 Notice Calling for Bids, including Bid Addenda Nos. _____
00 21 13 Instructions for Bidders
00 42 00 Bid Proposal
00 43 36 Subcontractors List
00 45 13 Statement of Qualifications
00 45 19 Non-Collusion Affidavit
00 45 26 Certificate of Workers Compensation
00 45 27 Drug-Free Workplace Certification
00 52 00 Agreement
00 61 10 Bid Bond
00 61 13 Performance Bond
00 61 14 Labor and Material Payment Bond
00 62 90 Verification of Certified Payroll Form to Labor Commissioner
00 65 36 Guarantee Form
00 72 00 General Conditions
00 73 00 Special Conditions and Attachments
01 11 00 Summary of Work

8. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826**

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the City of Oroville and the Contractor as of the date set forth above.

**City of Oroville**

By _____
David Pittman, Mayor

**"CONTRACTOR"**

_____

By: _____

Title: _____

## SECTION 00 61 10

## BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR.**

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

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

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

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

**[CONTINUED NEXT PAGE]**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of _____, 20____by their duly authorized agents or representatives.

_____
**(Bidder/Principal Name)**

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

**(Attach Notary Public Acknowledgement of Principal's Signature)**

_____
**(Surety Name)**

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

_____
(Typed or Printed Name of Attorney-In-Fact)

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

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

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

**SECTION 00 61 13**
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **City Of Oroville** ("the Obligee") for payment of the penal sum the penal sum of _____ Dollars ($_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its City Council has awarded to the Principal a Contract for the Work described as **C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR.**
WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.
WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of _____, 20_____by their duly authorized agent or representative

_____
**(Contractor-Principal Name)**

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____
**(Attach Notary Public Acknowledgement of Principal's Signature)**

_____
**(Surety Name)**

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

_____
(Typed or Printed Name of Attorney-In-Fact)

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

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

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

## SECTION 00 61 14

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **City Of Oroville** ("the Obligee") for payment of the penal sum the penal sum of _____ Dollars ($_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its City Council has awarded to the Principal a Contract for the Work described as **C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR.**

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorney's fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

**[CONTINUED NEXT PAGE]**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of _____, 20___by their duly authorized agent or representative.

_____
**(Contractor-Principal Name)**

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____
**(Attach Notary Public Acknowledgement of Principal's Signature)**

_____
**(Surety Name)**

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

_____
(Typed or Printed Name of Attorney-In-Fact)

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

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

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

**SECTION 00 62 90**
**VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER**

I am the _____for _____in
(Superintendent/Project Manager) (Contractor)
connection with _____.
(Project Name)

1. This Verification is submitted to **City of Oroville** concurrently with the Contractor's submittal of an Application for Progress Payment to the City of Oroville, identified as Application For Progress Payment No. _____("the Pay Application").
2. The Pay Application requests the City of Oroville's disbursement of a Progress Payment for the value of Work performed between _____, 20__ and _____, 20__.
3. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
5. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
6. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the _____ day of _____, 20_____ at _____.
(City and State)

By: _____

_____
(Typed or Printed Name)

**SECTION 00 65 36**
**GUARANTEE**

**Project: C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

The Contractor hereby warrants and guarantees to the City of Oroville that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) years from the date of the City of Oroville's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the City of Oroville's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the City of Oroville, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the City of Oroville for all costs, expenses or fees incurred by the City of Oroville in providing or performing such repairs, corrections or replacements within ten (10) days of the City of Oroville's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

**Contractor**

_____
(Contractor Name)

_____
(Signature of Contractor's Authorized Employee, Officer Or Representative)

_____
(Printed Name and Title)

_____
(Date)

# GENERAL CONDITIONS

# GENERAL CONDITIONS
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# SECTION 00 72 00
# GENERAL CONDITIONS

## ARTICLE 1: DEFINITIONS

1.1 City of Oroville. "City of Oroville" refers to **City of Oroville** and unless otherwise stated, includes the City of Oroville's authorized representatives, including the Construction Manager, if a Construction Manager is designated, the City of Oroville's City Council and the City of Oroville's officers, employees, agents and representatives.

1.2 Contractor. The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.

1.3 City. The City is the person or entity identified as such in the Agreement; references to the "City" include, as required by context of usage, the City or Engineer of Record, the City's or Engineer's employees and authorized representative(s) and the City's or Engineer's Consultants and their employees and authorized representative(s).

1.4 The Work. The Work is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

1.5 The Project. The Project is the total construction of which the Work performed by the Contractor under the Contract Documents may be the whole or a part of the Project and which may include construction by the City of Oroville or by separate contractors.

1.6 Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.

1.7 Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the City of Oroville or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. References to "Subcontractor" shall include Sub-Subcontractors.

1.8 Material Supplier. A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.

1.9 Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.

1.10 Special Conditions; Supplemental Conditions. Special Conditions and/or Supplemental Conditions, if any are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

1.11 Contract Documents. The Contract Documents consist of the Agreement between the

City of Oroville and the Contractor, Conditions of the Contract (whether General, Special, Supplemental or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.12 Intent and Correlation of Contract Documents.

1.12.1 Work of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.12.2 Technical Terms. Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.12.3 Conflict in Contract Documents. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the City in accordance with Article 3.1.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the City will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the City of Oroville, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.13 Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Material Supplier, or others to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor, Subcontractors or Material Suppliers are collectively referred to as "Submittals".

1.14 Division of State Architect ("DSA"). DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

1.15 Project Inspector. The Project Inspector is the individual designated and employed by the

City of Oroville in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector shall be authorized to act on behalf of the City of Oroville as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

1.16 Contract Document Terms. The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the City. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other areas similarly marked as "typical"; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

1.17 Contractor's Superintendent. The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.

1.18 Record Drawings. The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.

1.19 Construction Manager. The Construction Manager, if any, is the individual or entity designated as such in the Special Conditions. The Construction Manager is an independent contractor retained by the City of Oroville and shall be authorized and empowered to act on behalf of the City of Oroville. In the event that a Construction Manager is not designated in the Special Conditions, the City of Oroville reserves the right to designate a Construction Manager at any time during Contractor's performance of the Work. The City of Oroville reserves the right to remove or replace the Construction Manager during Contractor's performance of the Work. The designation of a Construction Manager, if one has not been designated in the Special Conditions, or the removal or replacement of the designated Construction Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.

1.20 Construction Equipment. Construction Equipment is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.21 Site. The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.

1.22 Field Clarifications. A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the City of Oroville which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.

1.23 Defective or Non-Conforming Work. Defective or Non-Conforming Work is any Work which is unsatisfactory, faulty or deficient by: (i) not conforming to the requirements of the Contract Documents; (ii) not conforming to the standards of workmanship of the applicable trade or industry; (iii) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (iv) damage occurring prior to Final Completion of all of the Work.

1.24 Delivery. Delivery used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition at the Site pending incorporation into the Work.

1.25 Notice to Proceed. The Notice to Proceed is the written notice issued by or on behalf of the City of Oroville to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.

1.26 Project Substantial Completion. "Project Substantial Completion" means that stage in the progress of the Project when Substantial Completion has been achieved by the Contractor and all work of the Project is complete and approved by DSA and other governmental agencies with jurisdiction over the Work or any portion thereof in accordance with the Contract Documents so the City of Oroville can occupy or use the Project for its intended purpose.

1.27 Final Completion. The term "Final Completion" means the Work has been fully completed in accordance with the requirements of the Contract Documents.

1.28 Progress Reports; Verified Reports. Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the City of Oroville in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.

1.29 Laws. Laws refer to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Work and which apply to any portion of the Work, including those in effect as of the execution of the Agreement, amendments thereto and subsequently enacted Laws that take effect during the performance of the Work. No adjustment of the Contract Time or the Contract Price shall be allowed for the Contractor's compliance with the Laws.

1.30 Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the City of Oroville to the Contractor directing a Change to the Work prior to the Contractor and City of Oroville reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. A material obligation of the Contractor is timely performance of Work noted in a Construction Change Directive.

## ARTICLE 2: City of Oroville

2.1 Information Required of City of Oroville.

2.1.1 Communications Software. The City of Oroville reserves the right to implement electronic data and/or communications software (such as Primavera Expedition®) for data and communications relating to the Work ("Communications Software"). The Contractor's use of Communications Software will be as directed by the City of Oroville without charge or expense to the Contractor and without adjustment of the Contract Price or the Contract Time.

2.1.2 Surveys; Site Information. Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the City of Oroville are set forth in the Contract Documents. Information not provided by the City of Oroville or necessary information in addition to that provided by the City of Oroville concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

2.1.3 Permits, Approvals. Except as otherwise provided in the Contract Documents, the City of Oroville shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work. If permits, licenses, approvals or similar approvals relating to the Work, or the installation/construction thereof are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall obtain the same without adjustment of the Contract Price or the Contract Time.

2.1.4 Drawings and Specifications. Except as otherwise provided for in the Contract Documents, the City of Oroville shall furnish the Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the City of Oroville to the Contractor remain the property of the City of Oroville; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work.

2.1.5 Furnishing of Information. Information or services to be provided by the City of Oroville under the Contract Documents shall be furnished by the City of Oroville with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the City of Oroville under the Contract Documents is obtained from sources believed to be reliable, but the City of Oroville neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the City of Oroville. If the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements or the Work involves any tie-in or other connection with existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. The Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. The existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any City of Oroville liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.2 City of Oroville's Right to Stop the Work. In addition to the City of Oroville's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the City of Oroville, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the City of Oroville to stop the Work hereunder shall not be deemed a duty on the part of the City of Oroville to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the City of Oroville's exercise of such right: (i) waive or limit the exercise of any other right or remedy of the City of Oroville under the Contract Documents or the Laws; or (ii) result in adjustment of the Contract Time or Contract Price.

2.3 Partial Occupancy or Use.

2.3.1 City of Oroville's Right to Partial Occupancy. The City of Oroville may occupy or use any completed or partially completed portion of the Work, provided that:

(i) the City of Oroville has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the City of Oroville and the Contractor have accepted, in writing, the

responsibilities assigned to each of them for security, maintenance, utilities, damage to the Work, insurance, the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the City of Oroville. If the Contractor and the City of Oroville are unable to agree upon the matters set forth in (ii) above, the City of Oroville may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the City of Oroville, the Project Inspector, the Construction Manager, the Contractor and the City shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the City of Oroville is in conformity with the requirements of the Contract Documents and the City of Oroville's occupancy or use thereof is not impaired. The City of Oroville's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107.

2.3.2 No Acceptance of Defective or Nonconforming Work. The City of Oroville's partial occupancy or use of the Work, or any portion thereof, shall not constitute the City of Oroville's acceptance of the Work which is defective or non- conforming.

2.4 The Project Inspector.

2.4.1 Authority of Project Inspector. In addition to the authority and rights of the Project Inspector as provided for elsewhere in the Contract Documents and/or the Laws, all of the Work shall be performed under the observation of the Project Inspector. The foregoing notwithstanding, the Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the Project Inspector; such deviations shall be deemed defective or non-conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time. The performance of the duties of the Project Inspector shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

2.4.2 Limitations on Project Inspector. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. The Project Inspector has no authority relative to the content or scope of the Contractor's safety plan/program. The Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the Project Inspector; such deviations shall be deemed Defective or Non-Conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time.

2.4.3 Contractor Access for Project Inspector. The Contractor shall provide the Project Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The Contractor shall provide to the Project Inspector all information, data and similar materials as necessary or appropriate for the Project Inspector's purposes of fulfilling the Project Inspector's obligations relating to observations and inspections of the Work. The Contractor shall provide, without adjustment of the Contract Price, for use by the Project Inspector, the City of Oroville and Construction Manager the facilities, equipment, furnishings and services set forth in the Special Conditions. If the Contractor does not provide the facilities, furnishings, equipment and services set forth in the Special Conditions, or fails to pay timely any charges or fees arising out of the

use of the same, the City of Oroville may, as applicable, procure facilities, furnishings, equipment and services required by the Contract Documents or pay outstanding charges, at the expense of the Contractor.

2.4.4 Contractor and City of Oroville Responsibilities for Costs and Fees of Project Inspector. The City of Oroville is responsible only for payment of the fees of the Project Inspector for standard eight (8) hour work day Mondays through Fridays, excepting holiday days ("Project Inspector Standard Workdays"). All services provided by the Project Inspector exceeding an eight (8) hour workday Mondays through Fridays and/or the first eight (8) hours on Saturday shall be at 1½ times the Project Inspector's basic hourly rate. All hours of service provided by the Project Inspector in excess of eight (8) hours on Saturdays, and all hours of service provided by the Project Inspector on holiday days or on Sundays are at two (2) times the Project Inspector's basic hourly rate. Fees for services provided by the Project Inspector beyond the Project Inspector Standard Workdays set forth above are the sole responsibility of the Contractor; the City of Oroville may deduct fees for the Project Inspector which exceeds the Project Inspector Standard Workdays from the Contract Price.

2.4.5 Periodic Site Inspections. City staff will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. Staff are not required to make exhaustive or continuous Site inspections to check quality or quantity of the Work.

2.4.6 Contractor Responsibility for Construction Means, Methods and Sequences. Neither the City of Oroville or Project Inspector will have control over or charge of and be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. Neither the City of Oroville or Project Inspector will have control over or charge of and be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The Contractor shall be solely responsible for: (i) construction means, methods and sequences to perform and complete the Work; (ii) safety of persons and property at the Site; and (iii) the acts, omissions or other conduct of Subcontractors and the personnel of the Contractor and Subcontractors.

2.4.7 Review of Applications for Payment. Pursuant to Article 7 hereof, the City will review the Contractor's Payment Applications and for Application For Final Payment, evaluate the extent of Work performed and verify to the City of Oroville the amount properly due the Contractor.

2.4.8 Rejection of Work. The City is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the City considers it necessary or advisable, for implementation of the intent of the Contract Documents, the City is authorized to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the City nor a decision made in good faith by the City to exercise or not to exercise such authority shall modify requirements of the Contract Documents or any obligation of the Contractor under the Contract Documents.

2.4.9 Submittals

2.4.9.1 Processing of Submittals. Submittals required by the Contract Documents shall be prepared by or on behalf of the Contractor in accordance with the requirements of the Contract Documents. If the City of Oroville retains a Construction Manager for the Work, Submittals shall be transmitted by the

Contractor to the Construction Manager for distribution by the Construction Manager to the City and the City of Oroville. Upon completion of the City's review of a Submittal, the Construction Manager shall transmit the reviewed Submittal to the Contractor for the Contractor's distribution to its Subcontractor(s) and other affected parties. If the City of Oroville does not retain a Construction Manager for the Work, Submittals shall be submitted by the Contractor to the City or such other party designated in the Contract Documents or by the City for review and processing.

2.4.9.2 City's Review. The City will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The City's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The City's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the City, of any construction means, methods, techniques, sequences or procedures. The City's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the City.

2.4.10 Time for City's Review. The City's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the City of Oroville or the City of Oroville's separate contractors while allowing sufficient time, in the City's reasonable professional judgment, to permit adequate review of Submittals.

2.4.11 Issuance of Construction Change Directive. The City is authorized to issue Construction Change Directives.

2.4.12 Changes to the Work; Change Orders. The City will prepare Change Orders and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.

2.4.13 Completion. The City will conduct observations of the Work to determine the date(s) of Substantial Completion and Final Completion. If the City of Oroville does not designate a Construction Manager for the Work, the City shall: (i) be authorized to enforce the Contractor's close-out obligations; and (ii) receive from the Contractor and the records, written warranties and related close-out materials assembled by the Contractor in accordance with the Contract Documents. The City, Project Inspector and Construction Manager will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

2.4.14 Interpretation of Contract Documents. The City will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the City of Oroville or the Contractor. The City's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the City's review and response to requests under this Article 2.1.10, the City shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the City will:

(i) be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions; (ii) endeavor to secure faithful performance by both the City of Oroville and the Contractor; (iii) not show partiality to either the City of Oroville or Contractor; and (iv) not result in liability for results of interpretations or decisions so rendered in good faith. The City's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

2.4.15 Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), Contractor shall timely notify the City, in writing, of the Conditions encountered and to request information from the City necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the City in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the City to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the City a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the City. The City's responses to any such Contractor request for information shall conform to the standards and time frame set forth in Article 2.1.10 of these General Conditions. The foregoing provisions notwithstanding, if the City reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the City of Oroville for all costs incurred by the City of Oroville associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the City. In responding to any of Contractor's request(s) for information, the City shall, in the response, indicate if the City has made the determination pursuant to the preceding sentence and, if so, the costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the City of Oroville is authorized to deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

2.5 Communications; Role of Construction Manager and City. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the City of Oroville or the City shall be through the Construction Manager. Communications between separate contractors, if any, shall be through the Construction Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the City of Oroville, the Construction Manager and the City for review, inspection and reproduction as may be requested from time to time. If the City of Oroville does not designate a Construction Manager for the Work, communications between the

Contractor and the City of Oroville shall be through the City, and communications between separate contractors, if any, shall be through the City. Failure or refusal of the Contractor to permit the City of Oroville, the Construction Manager or City to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.

2.6 Termination of City or Construction Manager; Substitute City or Construction Manager. In case of termination of employment of the City or the Construction Manager, the City of Oroville shall appoint a substitute City or substitute Construction Manager whose status under the Contract Documents shall be that of the City or the Construction Manager, as applicable.

2.7 Construction Manager. If a Construction Manager is designated for the Work, the Construction Manager shall be a representative of the City of Oroville until Final Completion is achieved and Final Payment is due the Contractor. The Construction Manager is authorized to act on behalf of the City of Oroville and in connection with the Work as set forth in the Contract Documents, including without limitation: (i) review of the Contractor's Construction Schedule and updates thereto; (ii) review of the Contractor's Applications for Payment and verification of the amount due the Contractor under an Application for Payment; (iii) conducting the Pre-Construction Meeting, Progress Meetings and/or Special Meetings and maintaining minutes thereof; and (iv) enforcement of the Contractor's obligations under the Contract Documents, including the Contractor's close- out obligations.

## ARTICLE 3: THE CONTRACTOR

3.1 Contractor Review of Contract Documents.

3.1.1 Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the City of Oroville pursuant to the Contract Documents and shall at once report to the City any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the City of the same, the Contractor shall assume full responsibility for such performance and shall bear all costs for correction of the same without adjustment of the Contract Price.

3.1.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be immediately reported to the City along with request for clarification or direction.

3.1.3 Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor is solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

3.1.4 Work in Accordance with Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents, the Laws and City accepted Submittals.

3.2 Site Investigation; Subsurface Conditions.

3.2.1 Contractor Investigation. The Contractor is responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The City of Oroville assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Contract Documents.

3.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the City of Oroville under the Contract Documents. Subsurface data or other soils investigation report provided by the City of Oroville hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades or below grade elevations are approximate only and are neither guaranteed or warranted by the City of Oroville to be complete and accurate. The Contractor shall examine all boring and other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered. The City of Oroville assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by City of Oroville under the Contract Documents.

3.2.3 Subsurface Conditions. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the Project Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the City of Oroville of the conditions described above and upon the City of Oroville's investigation thereof, the City of Oroville determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the City of Oroville shall issue a Change Order in accordance with Article 8 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the City of Oroville as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The City of Oroville reserves the right to terminate the Contract pursuant to Article 14.2 hereof should the City of Oroville determine not to proceed because of any condition described in (i), (ii) or (iii) above.

3.3 Supervision and Construction Procedures.

3.3.1 Supervision of the Work. The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

3.3.2 Responsibility for the Work. The Contractor is responsible to the City of Oroville for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor is not relieved from its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, Project Inspector or the City, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.3 Layouts; Surveys. The Contractor is solely responsible for laying-out the Work so that construction of the Work conforms to the requirements of the Contract Documents and so that all component parts of the Work are coordinated. The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations. The Contractor is responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work without adjustment of the Contract Price. The Contractor is solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

3.3.4 Waste Materials. Every effort should be made by the Contractor to recycle all waste materials removed from the Site. The State requires 50% of all waste (by weight) to be recycled. In an effort to maintain this compliance, Contractor shall submit all weight tickets, bill of ladings or tonnage reports of any waste materials removed from the Site ("Recycled Materials Documentation") to the Construction Manager. Submittal of the Recycled Materials Documentation is a condition precedent to the City of Oroville's disbursement of the Final Payment.

3.3.5 Construction Utilities. The City of Oroville will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work and the Contractor's obligations hereunder shall be obtained by the Contractor without adjustment of the Contract Price or the Contract Time. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the City of Oroville. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation, relocations and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

3.3.6 Existing Utilities; Removal, Relocation and Protection.

3.3.6.1 Contractor Responsibility for Locating Utilities. The Contractor is responsible for locating all below grade drainage lines, storm drains, sewers, domestic water, gas, electrical, hot water and irrigation utility services, vaults, duct banks and other similar items or utilities services (collectively "Underground Facilities") which are shown in the Drawings or other portions of the Contract Documents; or (ii) which are identified in

information relating to Underground Facilities maintained by the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate and mark locations of the Underground Facilities shown in the Contract Documents and information relating to Underground Facilities maintained by USA before proceeding with Work that may: (i) damage, destroy or impair Underground Facilities; or (ii) limit, disrupt or interrupt utility services provided through Underground Facilities. Prior to commencing Work in the proximity of Underground Facilities or other underground structures that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage, destruction or disruption.

3.3.6.2 Contractor Responsibility for Damage to Underground Facilities. Without adjustment of the Contract Time or the Contract Price, the Contractor shall repair or replace all damage to or destruction of Underground Facilities occurring during performance of the Work. All such repairs or replacements shall be with materials, equipment and other items consistent with those in place prior to commencement of the Work and when the repair or replacement is completed, the Underground Facilities shall be in the same functional and operational condition as prior to the damage or destruction.

3.3.6.3 Contractor Responsibility for Maintaining Utility Services. The Contractor shall maintain in service all utility services provided through the Underground Facilities unless the Contractor has notified the City of Oroville and Construction Manager in writing of utility service disruptions at least two (2) working days in advance of the anticipated disruption of utility services. Notwithstanding the Contractor's notice pursuant to the foregoing, the City of Oroville may, in the sole discretion of the City of Oroville, direct alternative times/days for the anticipated utility service disruption as necessary for conduct of on-going activities or operations of the City of Oroville at and about the Site. The Contractor shall be liable for all costs, fees or charges incurred by the City of Oroville to provide utility services if there is disruption, interruption or limitation of any utility services for which the Contractor has not provided the advance written notice of utility disruption pursuant to the foregoing. The City of Oroville may deduct such costs, fees or charges from the Contract Price then or thereafter due the Contractor.

3.3.6.4 Unmarked; Unknown Utilities. Additional Underground Facilities not shown in the Contract Documents or USA data may exist on or about the Site. The Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report such Underground Facilities to the Project Inspector, Construction Manager and City of Oroville for disposition of the same prior to disturbing any existing condition. In accordance with California Government Code §4215, the City of Oroville is responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed

Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the City of Oroville or the City of Oroville of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 3.3.5 shall be deemed to require the City of Oroville to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

3.3.7 Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance at meetings and conferences relating to the Work by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the City of Oroville. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the City of Oroville.

3.3.7.1 Pre-Construction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the City of Oroville) shall attend a Pre-Construction Conference at such time and place as designated by the City of Oroville. The Pre-Construction Conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: (i) administrative matters, including an overview of the respective responsibilities of the City of Oroville, City, Construction Manager, Contractor, Subcontractors, Project Inspector and others performing any part of the Work or services relating to the Work; (iii) Submittals; (iv) Changes and Change Order processing; (v) employment practices, including Certified Payroll preparation and submission, prevailing wage rate responsibilities of the Contractor and Subcontractors, compliance with apprenticeship standards and Division of Labor Standards ("DSLE") monitoring and enforcement of prevailing wage rate requirements; (vi) Progress Schedule development and maintenance; (vii) development of Schedule of Values and payment procedures; (viii) communications procedures, including the handling of Requests for Interpretation; (ix) conduct of pre-installation meetings to plan and coordinate work of new contractors, separate contractors and to plan for utility outages; (x) emergency and safety procedures; (xi) Site visitor policies; (xii) conduct of Contractor/Subcontractor personnel at the Site; (xiii) punchlist/close-out procedures; and (xiv) Contractor and Subcontractor DIR Contractor Registration.

3.3.7.2 Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the City of Oroville) shall attend Progress Meetings. Progress Meetings will be chaired by the City or the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress

Meetings include without limitation: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Construction Schedule and Submittals.

3.3.7.3 Pre-Installation Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the City of Oroville or the Construction Manager) shall attend a Pre-Installation Conference prior to the initiation of a new phase of Work or in connection with the delivery and installation of major items of equipment incorporated into the Work. Pre-Installation Conferences will generally address the requirements of the new phase of Work and Contract Documents, and/or to coordinate delivery and installation of major equipment items.

3.3.7.4 Special Meetings. As deemed necessary or appropriate by the City of Oroville, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the City of Oroville.

3.3.7.5 Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the City or the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the City or the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the City or the Construction Manager; such objections or corrections shall be submitted to the City and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

3.3.8 Temporary Sanitary Facilities. At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at or about the Site.

3.3.9 Noise and Dust Control

3.3.9.1 Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the City of Oroville's reasonable discretion, the noise from any Work disrupts or disturbs the employees or the normal operation, at the City of Oroville's request, the Contractor shall schedule the performance of all such Work around normal hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the

Contract Time.

3.3.9.2 Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons and City of Oroville personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the Laws, including, without limitation, the EPA, OSHA and Cal-OSHA. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the City of Oroville to pay such damages shall be due and payable to the City of Oroville on demand. Contractor shall replace any damaged property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the City of Oroville's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the staff or the normal operation, at the City of Oroville's request, the Contractor shall schedule the performance of all such Work around normal work hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

3.3.9.3 Air Pollution. The Contractor shall comply with all applicable air pollution control rules, regulations, ordinances, or statutes. Neither the Contract Time nor the Contract Price shall be subject to adjustment for measures of the Contractor to comply with air pollution control requirements. The Contractor shall be solely responsible for implementing measures required by any governmental or quasi-governmental agency with jurisdiction and/or authority to enforce air pollution control measures without adjustment of the Contract Time or the Contract Price. If in performance of the Work, the Contractor violates applicable air pollution control requirements, the Contractor shall be solely responsible for discharging and satisfying any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures. The scope of the Contractor's indemnity obligations under the Contract Documents shall include, without limitation, the defense, indemnity and hold harmless of the Indemnified Parties from any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures as a result of the Contractor's failure or refusal to comply with its obligations hereunder.

3.3.9.4 Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the City of Oroville, City, City of Oroville Inspector or Construction Manager are each authorized to

notify the Contractor in writing of such failure and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the City of Oroville shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the City of Oroville in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the City of Oroville may deduct such amounts from the Contract Price then or thereafter due the Contractor.

3.4 Labor and Materials.

3.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

3.4.2 Employee Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor or Sub-subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the City of Oroville to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the City of Oroville, which consent may be withheld in the reasonable discretion of the City of Oroville.

3.4.3 Compliance with Immigration Reform and Control Act of 1986. The Contractor is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986,

8 USC §§1101 et seq. (the "IRCA"); the Contractor shall also require Subcontractors and any other person or entity employing labor in connection with any of the Work to so similarly comply with the IRCA. The foregoing includes without limitation, verification that individuals engaged in any Work are legally entitled to do so.

3.4.4 Contractor's Project Manager and Superintendent

3.4.4.1 Qualifications of Contractor Superintendent and Contractor Project Manager. Prior to start of Work at the Site, the Contractor shall submit in writing to the City of Oroville and Construction Manager, the qualifications of the Contractor's proposed superintendent ("Contractor Superintendent") and the Contractor's proposed Project Manager ("Contractor PM") for acceptance by the Construction Manager and City of Oroville. The Contractor's proposed Contractor Superintendent and proposed Contractor PM shall each have recent experience in similar types of construction to the Work. The Contractor's proposed Contractor Superintendent and Contractor PM shall be satisfactory to the City of Oroville and Construction Manager and shall not be changed during the Work unless the Contractor's employment of the Contractor Superintendent or Contractor PM is terminated by the Contractor for cause or the Contractor Superintendent or Contractor PM voluntary ceases employment by the Contractor. The Contractor shall dismiss the Contractor

Superintendent or the Contractor PM if they are deemed, in the sole reasonable judgment of the City of Oroville, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the City of Oroville shall have the right to approve of the replacement Contractor Superintendent or Contractor Project Manager, as applicable.

3.4.4.2 Contractor Superintendent. Competency of the Contractor Superintendent shall include, without limitation, a minimum of three (3) years prior experience as a superintendent for a general contractor on projects similar in size, scope and complexity to the Work and be proficient in English (speaking, reading and writing). The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor Superintendent. The Contractor Superintendent shall represent the Contractor and communications given to the Contractor Superintendent shall be binding as if given to the Contractor.

3.4.4.3 Contractor Project Manager. The Contractor shall employ a Contractor PM who shall be a senior management employee of the Contractor. The Contractor PM shall be at the Site periodically to observe the progress and quality of the Work in progress and in place. Competency of the Contractor's PM shall include, without limitation, a minimum of five (5) years prior experience as a project manager for a prime contractor on projects similar in size, scope and complexity as the Work and be proficient in English (speaking, reading and writing). The Contractor PM shall be responsible for directing and coordinating human and material resources of the Contractor and Subcontractors throughout the course of the Work using management techniques so that the Work is completed for the Contract Price and within the Contract Time. Prohibition on Harassment.

3.4.5 City of Oroville's Policy Prohibiting Harassment. The City of Oroville is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability, veteran status or other legally protected classification. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

3.4.5.1 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 3.4.5.

3.4.5.2 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, or any other

person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 3.4.5.1 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to staff of the City of Oroville or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the City of Oroville's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the City of Oroville will promptly undertake an investigation of such notice or complaint. If the City of Oroville, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the City of Oroville shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the City of Oroville's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, City of Oroville shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the City of Oroville and its employees, officers, board of trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the City of Oroville pursuant to this Article 3.4.5.2; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

3.5 Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

3.6 Permits, Fees and Notices; Compliance With Laws.

3.6.1 Payment of Permits, Fees. The Contractor shall secure and pay for permits, approvals governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work which are designated in the Contract Documents as the responsibility of the Contractor.

3.6.2 Compliance with Laws. The Contractor shall comply with and give notices required by the Laws and other orders of public authorities bearing on performance of the Work.

3.7 Notice of Variation from Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with the Laws, the Contractor shall promptly

notify the City, Construction Manager and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to the Laws without such notice to the City, Construction Manager and the Project Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

3.8 Submittals.

3.8.1 Purpose of Submittals. Submittals are not Contract Documents. Submittals are for the purpose of demonstrating, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

3.8.2 Contractor's Submittals.

3.8.2.1 Prompt Submittals. The Contractor shall review, approve and submit to the City or such other person or entity designated by the City of Oroville or the Contract Documents, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. If the Contractor fails or refuses to deliver Submittals in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor's submission of such Submittal. Contractor and the City of Oroville acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the City of Oroville will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the City of Oroville or the City reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 3.7.2.2, 3.7.2.3 and 3.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation City's fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, Liquidated Damages imposed under this Article 3.7.2.1 for Contractor's delayed submission of Submittals. If Liquidated Damages are assessed for the Contractor's delayed submission of Submittals or if the Contractor is assessed City fees to review incomplete or inaccurate Submittals, the City of Oroville may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform to the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to timely submit of any Submittal.

3.8.2.2 Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the City for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re- submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.

3.8.2.3 Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the City of Oroville and City that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. The Contractor has also verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity to the Contract Documents.

3.8.2.4 Information Included in Submittals. All Submittals shall be accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each Submittal numbered consecutively for ease of reference along with the following information: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required by the Contract Documents for the City's review, evaluation and acceptance of the Contractor's Submittals.

3.8.2.5 Contractor Responsibility for Deviations. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the City's review of Submittals unless the Contractor has specifically informed the City in writing of such deviation at the time of submission of the Submittal and the City has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the City's review thereof.

3.8.2.6 No Performance of Work Without City Review. The Contractor shall perform no portion of the Work requiring the City's review of Submittals until the City has completed its review and returned the Submittal to the Contractor indicating "No Exception Taken" to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the City in review of Submittals and other applicable portions of the Contract Documents.

3.8.3 City Review of Submittals. The purpose of the City's review of Submittals and the time for the City's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the City returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the City's direction. When professional certification of

performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The City's review of the Submittals is for the limited purposes described in the Contract Documents. The following notations or notations of a similar nature noted on a reviewed Submittal will require the Contractor action noted below.

| Notation | Action Required |
|---|---|
| NAD, No Apparent Defects | No formal revision required |
| DNW, Defects noted Resubittal Waived | Make revision noted; re-submission of revised Submittal not required |
| DN, Defects Noted, Resubmittal Required | Revise Submittal in accordance with notations and re-submit for revision |
| R, Rejected Re-Submit | Prepare new alternative Submittal and re-submit for review |
| O, Information Only | Submittal for Information Only, no action required |

3.8.4 Deferred Approval Items. If any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, Contractor shall be solely and exclusively responsible for: (i) the design, engineering and specifying the materials/equipment forming any part of the Deferred Approval Item; (ii) integrating and/or coordinating the Deferred Approval Item with other portions of the Work; (iii) preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time; and

(iv) timely obtaining DSA approval thereof.

3.9 Materials and Equipment.

3.9.1 Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition. Whenever a product, material or other item is specified with reference to a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other trade association standard (collectively, "the Standards"), the Contractor shall present an affidavit from the manufacturer when requested by the City or required in the Specifications, certifying the product, material or other item to be furnished and installed complies with the Standards. When requested by the City or required by the Contract Document, support test data shall be submitted to substantiate compliance with the Standards.

3.9.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that: (i) such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items; (ii) the Contractor certifies to the City and City of Oroville that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute meet or exceed the quality, performance capability and functionality of the item or process specified; and (iii) demonstrate to the reasonable satisfaction of the City and City of Oroville that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit calculations engineering, construction,

dimension, visual, aesthetic and performance data to the City to permit its proper evaluation of the proposed substitution or alternative. If requested by the City, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the City deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the City's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the City's review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The City's decision evaluating the Contractor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the City; provided, however, that in the event a substitution or alternative accepted by the City and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the City of Oroville to review a proposed substitution or alternative, including without limitation fees of the City, and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, unless modified in writing elsewhere in the Contract Documents, including without limitation, the Specifications, Addenda or Bid Documents, all requests for the City's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty- five (35) days following the date of the City of Oroville's award of the Contract to Contractor by action of the City of Oroville's City Council; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

3.9.3 City of Oroville Standards; "Sole Source" Products. If any material, equipment, product or other item is designated in the Contract Documents as a "City of Oroville Standard" or similar words/terms, the City of Oroville shall be deemed to have made a finding that such material, equipment, product or other item is designated and specified to match other materials, equipment, products, or other item in use in a completed or to be completed work of improvement and not subject to substitution. . If any material, equipment, or other item is identified in the Contract Documents as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall be deemed a "sole source" and shall not be subject to substitution.

3.9.4 Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely

completion of the Work. Upon request of the City of Oroville, Construction Manager or the City, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor.

3.9.5 City of Oroville's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, if the Contractor shall, upon request of the City of Oroville, Construction Manager or the City, fails or refuses, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the City of Oroville determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the City of Oroville shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the City of Oroville exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the City of Oroville's conduct shall not be deemed to be an exercise, by the City of Oroville, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the City of Oroville to place orders for materials and/or equipment pursuant to the foregoing, the election of the City of Oroville to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the City of Oroville exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the City of Oroville for all costs and fees incurred by the City of Oroville in placing such orders; such costs and fees may be deducted by the City of Oroville from the Contract Price then or thereafter due the Contractor.

3.9.6 Contractor and Subcontractor Communication. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the City of Oroville, the Construction Manager and the City for review, inspection and reproduction as may be requested from time to time. The foregoing is a material obligation of the Contractor hereunder.

3.10 Safety.

3.10.1 Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by the Laws required by the type or nature of the Work. The foregoing include, without limitation: (i) workplace safety programs mandated by the Laws; and (ii) safety programs and safety measures required by the OSHA, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

3.10.2 Contractor Safety Plan. Prior to commencement of Work at the Site, the Contractor shall submit to the City of Oroville and the Construction Manager, if any, the Contractor's Safety Plan for the Work for review and acceptance by the City of Oroville. Acceptance by the City of Oroville is subject to the Safety Plan conforming to requirements of the Laws, conditions at or about the Site and the nature of the Work. The Contractor shall modify its Safety Plan as necessary to obtain the City of Oroville's acceptance thereof. Notwithstanding the City of Oroville's acceptance of the

Contractor's Safety Plan, the Contractor shall remain solely responsible for implementing the Safety Plan and implementing measures as necessary to maintain safety of persons and property at and about the Site. The City of Oroville's acceptance of the Contractor's Safety Plan shall not limit, restrict or otherwise modify the Contractor's obligations relating to safety at or about the Site in accordance with the Contract Documents and the Laws.

3.10.3 Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or Subcontractors; and (iii) other property or items at the Site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

3.10.4 Safety Signs, Barricades. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, barricades, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

3.10.5 Safety Notices. The Contractor shall give or post all safety notices required by the Laws and comply with the Laws bearing on safety of persons or property or their protection from damage, injury or loss.

3.10.6 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Construction Manager, Project Inspector and the City.

3.10.7 Site Conduct. The Contractor, Subcontractors, their respective personnel and others under their direction or control on or about the Site shall undertake and implement the following standards of personnel conduct at the Site. The following are in addition to, and not in lieu of, other requirements relating to conduct of personnel at or about the Site, whether set forth in the Contract Documents or arising by operation of law.

3.10.7.1 Clothing. Hard hats complying with CAL-OSHA Construction Safety Orders are required at all times. All personnel providing Work related labor must be attired in workpants, shirt and appropriate boots or closed- toe shoes. No sexual preference shall be permitted on any item of clothing or on hardhats. Personnel in violation of the preceding are subject to immediate removal from the Site.

3.10.7.2 Prohibited Substances. No alcohol, or the consumption or distribution thereof is permitted at any time at the Site or on City of Oroville property. No smoking or the use, consumption or distribution of any tobacco products is permitted at any time at the Site or on City of Oroville property. Personnel in violation of the preceding are subject to immediate removal from the Site.

3.10.7.3 Audio Devices. No personal radios, headsets, walkmen, CD, MD, MP3 or other personal audio/video devices of any kind, type or nature are permitted at any time at the Site. Personnel in violation of the preceding are subject to immediate removal from the Site.

3.10.7.4 Break-Time Clean-Up. The Contractor shall be responsible for clean- up

of areas at the Site utilized by personnel for break-time or lunch functions. Cans, wrappers and other break/lunch related items shall be placed in appropriate trash receptacles and the break/lunch areas shall be maintained in a neat, clean and sanitary condition by the Contractor.

3.10.7.5 Guns/Knives. No guns or switchblades are permitted at the Site at any time. No knives with blades longer than two (2) inches are permitted at the Site at any time. Personnel in violation of the preceding are subject to immediate removal from the Site.

3.10.7.6 Non-English-Speaking Personnel. The Contractor shall be responsible for providing non-English speaking personnel at the Site written materials translated into the native language(s) of such personnel relating to safety requirements at the Site and requirements of the OSHA. In lieu of written translations, the Contractor may provide an interpreter to verbally notify such personnel in their respective native languages.

3.10.7.7 Mandatory 6' Fall Protection. The Contractor shall provide fall protection devices and equipment for all personnel at the Site working at heights above six (6) feet of the Site ground elevation.

3.10.8 Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.

3.10.9 Hazardous Materials.

3.10.9.1 General. If the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all Laws applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

3.10.9.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the City of Oroville that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the City and the Project Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the City of Oroville that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the City of Oroville's acceptance

of the Work. If the Contractor fails or refuses, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the City of Oroville's written notice to the Contractor of the existence of ACBM materials or products in the Work, the City of Oroville may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the City of Oroville determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the City of Oroville in connection with such removal and replacement shall be the responsibility of the Contractor and the Surety.

3.10.9.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Site. The Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with the Laws.

3.10.10 Temporary Sanitary Facilities. At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at or about the Site.

3.10.11 Noise and Dust Control

3.10.11.1 Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If the noise from any Work disrupts or disturbs the staff, at the City of Oroville's request, the Contractor shall schedule the performance of all such Work around normal work hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

3.10.11.2 Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons and City of Oroville personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the Laws, including, without limitation, the EPA, OSHA and Cal-OSHA. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the City of Oroville to pay such damages shall be due and payable to the City of Oroville on demand. Contractor shall replace any damaged property or part thereof and professionally clean any and all items

that become covered or partially covered to any degree by dust or other airborne elements. If, in the City of Oroville's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs staff or the normal operation, at the City of Oroville's request, the Contractor shall schedule the performance of all such Work around normal work hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

3.10.11.3 Air Pollution. The Contractor shall comply with all applicable air pollution control rules, regulations, ordinances, or statutes. Neither the Contract Time nor the Contract Price shall be subject to adjustment for measures of the Contractor to comply with air pollution control requirements. The Contractor shall be solely responsible for implementing measures required by any governmental or quasi-governmental agency with jurisdiction and/or authority to enforce air pollution control measures without adjustment of the Contract Time or the Contract Price. If in performance of the Work, the Contractor violates applicable air pollution control requirements, the Contractor shall be solely responsible for discharging and satisfying any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures. The scope of the Contractor's indemnity obligations under the Contract Documents shall include, without limitation, the defense, indemnity and hold harmless of the Indemnified Parties from any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures as a result of the Contractor's failure or refusal to comply with its obligations hereunder.

3.10.11.4 Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the City of Oroville, City, City of Oroville Inspector or Construction Manager are each authorized to notify the Contractor in writing of such failure and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the City of Oroville shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the City of Oroville in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the City of Oroville may deduct such amounts from the Contract Price then or thereafter due the Contractor.

3.11 Maintenance of Documents.

3.11.1 Documents at Site. The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the City of Oroville and all other modifications to the Contract Documents; (iii) Submittals reviewed by the City; (iv) Record Drawings; (v) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the City of Oroville, the Construction Manager, the City, the Project Inspector and DSA for review, inspection or

reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the City for delivery to the City of Oroville.

3.11.2 Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the City of Oroville, the Project Inspector or the City, the Contractor shall make the Record Drawings maintained hereunder available for the City of Oroville's review and inspection. The City of Oroville's review and inspection of the Record Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the City of Oroville's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the City of Oroville may be deemed by the City of Oroville to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the City of Oroville for the Contractor's failure or refusal to continuously maintain the Record Drawings, the City of Oroville may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the City of Oroville may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article
8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the City.

3.11.3 Daily Reports By Contractor. At the end of each work day, the Contractor shall submit a daily report to the Construction Manager and the Project Inspector for document control listing all labor, materials, and equipment involved with the Work for that day, including but not limited to: (i) Labor, number of classifications of work by contractor/subcontractors, (ii) Materials used, by contractor/subcontractor, (iii) Equipment used, by contractor/subcontractors, (iv) Any inspections or testing performed, (v) Any other authorized services or expenditures.

3.12 Site.

3.12.1 Contractor Use of Site. The Contractor shall confine operations at the Site to areas permitted by the Laws or permits relating to the Work, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably

encumber the Site or adjoining areas with materials or equipment. The Contractor is solely responsible for providing security at the Site with all such costs included in the Contract Price. The City of Oroville shall at all times have access to the Site.

3.12.2 Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the City of Oroville's hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the City of Oroville. Additional or premium costs incurred by the City of Oroville for Work performed outside the hours and days of Work permitted at the Site shall be borne solely and exclusively by the Contractor. The City of Oroville may deduct such additional or premium costs from the Contract Price then or thereafter due the Contractor.

3.13 Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. If the Work includes painting and/or the installation of floor covering, before any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste materials, excess excavated materials, tools, Construction Equipment, machinery, surplus materials and any other items which are not the property of the City of Oroville under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left by the Contractor in a neat and broom clean condition satisfactory to City of Oroville. The Project Inspector or Construction Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the City of Oroville may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the City of Oroville may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

3.14 Access to the Work. The Contractor shall provide DSA, the City of Oroville, the Construction Manager, the Project Inspector and the City access to the Work, whether in place, preparation and progress and wherever located.

3.15 Facilities and Information for the Project Inspector.

3.15.1 Information to Project Inspector. The Contractor shall furnish the Project Inspector access to the Work for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein.

3.15.2 Facilities for Project Inspector. Facilities, services or other items to be provided by the Contractor for use by the Project Inspector, if any, shall be as set forth in the Special Conditions. If any such facilities, services or other items are designated in the Special Conditions and the Contractor fails or refuses to provide the same, the City of Oroville may furnish such facilities, services or other items, with the costs, fees or expenses incurred to furnish the same being deducted from the Contract Price.

3.16 Patents and Royalties. The Contractor and the Surety shall defend, indemnify and hold harmless the City of Oroville and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work.

3.17 Cutting and Patching. The Contractor is responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The

Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the City of Oroville or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the City of Oroville or separate contractor without the prior written consent of the City of Oroville or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the City of Oroville or separate contractor to cut, patch or otherwise alter the Work.

3.18 Encountering of Hazardous Materials. If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Project Inspector and the City, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. If such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

3.19 Wage Rates; Employment of Labor.

3.19.1 Prevailing Wage Rates.

3.19.1.1 Prevailing Wage Rate Schedules. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the City of Oroville has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

3.19.1.2 Payment of Prevailing Rates. There shall be paid each worker of the Contractor and Subcontractors, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker. The Contractor is solely responsible for obtaining and complying with prevailing wage rate determinations and modifications thereto during performance of the Work. Any such modification shall not result in an adjustment to Contract Price.

3.19.1.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Two Hundred Dollars ($200.00) to the City of Oroville for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work

by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3.19.1.4 Prevailing Wage Rate Monitoring and Enforcement. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay laborers performing any portion of the Work the Prevailing Wage Rate established for the classification of work/labor performed.

3.19.2 Payroll Records.

3.19.2.1 Certified Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work.

3.19.2.2 Certified Payroll Records Submittal to Labor Commissioner. The Contractor and all Subcontractors shall prepare and submit Certified Payroll Records to the Labor Commissioner in compliance with requirements established in Labor Code §1771.4. The form and content of Certified Payroll Records shall be as established by the Labor Commissioner and the frequency of Certified Payroll Records submittal to the Labor Commissioner shall be pursuant to Labor Code §1771.4.

3.19.2.3 Inspection and Copies of Certified Payroll Records**.** The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the City of Oroville, the Division of Labor Standards Enforcement ("DLSE") and the Division of Apprenticeship Standards of the Department of Industrial Relations ("Apprenticeship Council"); (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City of Oroville, DLSE and the Apprenticeship Council. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City of Oroville, the Apprenticeship Council or DLSE shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the City of Oroville of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the foregoing requirements, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the City of Oroville, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship Council or DLSE, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

3.19.3 Hours of Work**.**

3.19.3.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight

(8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

3.19.3.2 Penalty for Excess Hours. The Contractor shall pay to the City of Oroville a penalty of Twenty-five Dollars ($25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3.19.3.3 Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Saturdays, Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the City of Oroville. The Contractor shall be responsible for costs incurred by the City of Oroville which arise out of Work performed by the Contractor at times other than regular working hours and regular working days. Upon determination of such costs, the City of Oroville may deduct such costs from the Contract Price then or thereafter due the Contractor.

3.19.4 Apprentices.

3.19.4.1 Employment of Apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

3.19.4.2 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. Prior to the commencement of the Work, the Contractor and Subcontractors shall submit contract award information (on Form DAS-140) to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Concurrently with

submission of contract information on Form DAS-140 to the Apprenticeship Council, the Contractor shall deliver a copy of its completed DAS-140 to the City of Oroville and the Construction Manager. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

3.19.4.3 Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars ($30,000.00) or twenty (20) working days. The term “Apprenticeable Craft or Trade,” as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

3.19.4.4 Exemption from Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the

Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three- month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

3.19.4.5 Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall, using California Apprenticeship Council Training Fund Contributions Form CAC-2, pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

3.19.4.6 Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. If the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars ($50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the City of Oroville shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the City of Oroville

pursuant to this Article shall be deposited in the General Fund or other similar fund of the City of Oroville. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

3.19.5 Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors' license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. If the Contractor employs any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 3.18.5 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 14.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

3.20 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the City of Oroville all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the City of Oroville tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the City of Oroville receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the City of Oroville any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the City of Oroville as part of the Contract Price, less the expenses incurred by the City of Oroville in obtaining that portion of the recovery. Upon demand in writing by the assignor, the City of Oroville shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the City of Oroville has not been injured thereby; or (ii) the City of Oroville declines to file a court action for the cause of action.

3.21 DSA Construction Oversight. All of the Work is subject to DSA Construction Oversight processes and procedures; a material obligation of the Contractor hereunder is the Contractor's compliance with the processes and procedures established by DSA for the Work. As applicable, the foregoing shall include without limitation, the processes and procedures established under DSA PR 13-01 in effect at the time of performing the Work hereunder. The foregoing shall include:

3.21.1 DSA Approved Documents. The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.

3.21.2 Correction of Non-Conforming Work. If at any time it is discovered that Work is not in accordance with the DSA approved construction documents, the Contractor shall correct the Work immediately.

3.21.3 Verification of DSA 152 Forms. The Contractor shall verify that DSA 152 forms were

issued for prior to the commencement of construction.

3.21.4 Test/Inspection Communications. The Contractor shall meet with the City, Construction Manager, the Laboratory of Record retained by the City of Oroville for special tests/inspections and the Project Inspector to mutually communicate and understand the testing and inspection program, and the methods of communication appropriate for the Work.

3.21.5 DSA Form 156 Notifications to Project Inspector. The Contractor shall notify the Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed upon written documents, to the Project Inspector. The Contractor shall notify the Project Inspector of the completion of construction of each and every aspect of the Work by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.

3.21.6 Limitations on Contractor Work. Until the Project Inspector has signed off applicable blocks and sections of the form DSA 152, the Contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved Work. Any subsequent construction activities, that cover up the unapproved Work, will be subject to a "Stop Work Order" from DSA or the City of Oroville, and are subject to removal and remediation if found to be in non- compliance with the DSA approved construction documents.

3.21.7 Final Verified Report. The Contractor shall submit the final Contractor Verified Report. (form DSA 6-C) to DSA and the Project Inspector. The DSA 6-C reports are required to be submitted by the Contractor upon occurrence of any of the following events: (i) the Work is substantially complete (DSA considers the Work to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the owner can occupy or utilize the Work); (ii) Work is suspended for a period of more than one (1) month;

(iii) services of the Contractor are terminated for any reason prior to the completion of the Work; or (iv) DSA requests a verified report.

3.21.8 Failure to Submit Final Verified Report. Should Contractor fail or refuse to submit the final Contractor Verified Report (form DSA 6-C) to DSA and the Project Inspector, the Final Payment due the Contractor shall be reduced by Twenty-Five Thousand Dollars ($25,000.00) until such time as the Contractor submits the final Contractor Verified Report (form DSA 6-C) to DSA and the Project Inspector.

3.22 DSA Verified Reports

3.22.1 Contractor Actions. The Contractor acknowledges and agrees that a material obligation of the Contractor under the Contract Documents is the completion by the Contractor of all actions and activities which by the Contract Documents or by the Laws are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of the Work. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within thirty (30) days of the determination of Final Completion. The Contractor shall provide the City of Oroville, the Project Inspector, City, Construction Manager with copies of all Verified Reports completed by the Contractor and submitted to DSA; such copies shall be provided to the Project Inspector, City, the Construction Manager and the City of Oroville concurrently with the Contractor's submission thereof to DSA.

3.22.2 City of Oroville Withholdings From Final Payment. Notwithstanding any provision of the Contract Documents to the contrary, the completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the City of Oroville's disbursement of the Final Payment. If the Contractor fails to prepare and file the Final Verified Report with DSA within thirty (30) days of the determination of Final Completion, the City of Oroville may in the sole and exclusive discretion of the City of Oroville retain and withhold ten percent (10%) of the Final Payment from disbursement to the Contractor as damages for the failure of the Contractor to have timely and completely discharged its obligations hereunder. The Contractor acknowledges and agrees that the foregoing withholdings by the City of Oroville is a reasonable estimate of the damages and other losses the City of Oroville will sustain due to the failure of the Contractor to have timely and fully discharged its obligations hereunder.

## ARTICLE 4: SUBCONTRACTORS

4.1 Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 5 of these General Conditions and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the City of Oroville and the City. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the City of Oroville, unless the Contract is terminated and City of Oroville, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the City of Oroville if the Contract is terminated by the City of Oroville pursuant to Article 14 hereof, subject to the prior rights of the Surety if the City of Oroville terminates the Contract for the Contractor's default. The Contractor shall provide to the City of Oroville copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the City of Oroville, the City or the Construction Manager provide the City of Oroville with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

4.2 Subcontractor DIR Contractor Registration.

4.2.1 No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered contractor. The foregoing DIR contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the Contractor's Subcontractors List.

4.2.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The Contractor shall not permit or allow any Subcontractor to perform any Work without the Contractor's verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements.

4.2.3 Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not a DIR registered contractor at the time of opening of proposals for the Work or if a Subcontractor's DIR contractor registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the City of Oroville's consent to substitute the Subcontractor who is not a DIR registered contractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

4.3 Substitution of Listed Subcontractor.

4.3.1 Substitution Process. Request of the Contractor to substitute a listed Subcontractor will be considered only if in strict conformity with this Article and California Public Contract Code §4107. All costs incurred by the City of Oroville, including without limitation, costs of the Project Inspector, the City, the Construction Manager or attorney's fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the City of Oroville from the Contract Price then or thereafter due the Contractor.

4.3.2 Responsibilities of Contractor Upon Substitution of Subcontractor. The City of Oroville's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. If the City of Oroville consents to substitution of a listed Subcontractor, the City shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor ("Substituted Subcontractor"). If the City determines that revised or additional Submittals are required of a Substituted Subcontractor, the City shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to City not later than thirty (30) days following the date of the City's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the City, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by a Substituted Subcontractor in less than thirty (30) days, the City shall so state in its written notice to the Contractor. If the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the City pursuant to the preceding sentence, following the City's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.3.2 shall conform to the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the City of Oroville for all fees and costs, including without limitation fees of the City, the City of Oroville's administrative costs and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.3.2; the City of Oroville may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.3.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

4.4 Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the

Subcontractor to: (i) coordinate its Work with the dependent Work; (ii) provide necessary dependent data and requirements; (iii) supply and/or install items to build into the dependent Work of others; (iv) make appropriate provisions for dependent Work of others; (v) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (vi) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

## ARTICLE 5: INSURANCE; INDEMNITY; BONDS

5.1 Workers' Compensation Insurance; Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

5.2 Commercial General Liability and Property Insurance. The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; (vi) Completed Operations; and (vii) pollution liability.

5.3 Contractors' Pollution Liability Insurance. The DBE shall provide Contractors' Pollution Liability Insurance covering environmental liabilities including, without limitation, those resulting from construction and remediation operations, whether performed by the contractor or subcontractors and claims alleging improper supervision of subcontractors. If the Work of the DBE's Subcontractor involves the Storm Water Pollution Prevention Plan ("SWPPP"), the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, the DBE Subcontractor(s), as applicable, are required to obtain Contractor's Pollution Liability insurance covering the risk of exposure to asbestos, lead and/or toxic/hazardous materials encountered during construction of the Project.

5.4 Coverage Amounts. The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the

Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

5.5 Required Qualifications of Insurers. The Contractor and Subcontractors' policies of Commercial General Liability and Property/Casualty insurance and the Contractor's Builders Risk insurance will be accepted by the City of Oroville only if the insurer(s) are: (a) A.M. Best rated A- or better; (b) A.M. Best Financial Size Category VII or higher; and (c) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability or Property/Casualty is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as applicable shall within thirty (30) days of the City of Oroville's written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is/are then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within thirty (30) days of the date of the City of Oroville's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the City of Oroville under the Contract Documents or arising by operation of law, the City of Oroville may withhold disbursement of any Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).

5.6 Evidence of Insurance; Subcontractor's Insurance.

5.6.1 Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the City of Oroville Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the City of Oroville to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the City of Oroville may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City of Oroville. The insurance policies required of Contractor hereunder shall also name the City of Oroville as an additional insured as its interests may appear. The additional Insured acknowledgement shall be submitted as a separate declaration from the Contractor's insurance provider (ACCORD form modifications are not acceptable). Should any policy of insurance be canceled before Final Acceptance of the Work by the City of Oroville and the Contractor fails to immediately procure replacement insurance as required, the City of Oroville reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the City of Oroville in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the City of Oroville, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the City of Oroville's request may be deemed by the City of Oroville to be a default of a material obligation of the Contractor under the Contract Documents.

5.6.2 Subcontractors' Insurance. Contractor shall require that every Subcontractor, to obtain and maintain the policies of insurance set forth in Articles 5.1 and 5.2 of

these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article. Upon request of the City of Oroville, Contractor shall promptly deliver to the City of Oroville Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article. Failure or refusal of the Contractor to provide the City of Oroville with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

5.7 Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the City of Oroville's Final Acceptance of all of the Work for the full one-year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the City of Oroville reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the City of Oroville's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the City of Oroville, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the City of Oroville.

5.8 Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the City of Oroville, shall be deemed to be primary and non-contributing with any policy maintained by the City of Oroville and any policy or coverage thereunder maintained by City of Oroville shall be deemed excess insurance. To the extent that the City of Oroville maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the City of Oroville, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

5.9 Indemnity. Unless arising solely out of the active negligence, gross negligence, reckless or willful misconduct the City of Oroville, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the City of Oroville and its City Council, officers, employees, agents and representatives (including the Project Inspector); (ii) the City its respective agents and employees; and (iii) if one is designated by the City of Oroville for the Work, the Construction Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands, liabilities, actions and/or causes of action, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the negligent, grossly negligent, reckless or willful acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or

death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Payment Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract, until barred by the applicable Statute of Limitations.

5.10 Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. The penal sum of the Performance Bond and the Payment Bond shall each be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article may be deemed by the City of Oroville as a default by the Contractor of a material obligation hereunder. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

## ARTICLE 6: CONTRACT TIME

6.1 Substantial Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the City of Oroville pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the City and the Project Inspector as such in accordance with the Contract Documents.

6.2 Progress and Completion of the Work.

6.2.1 Time of Essence. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time. The Work may require Contractor to perform in different areas of the Site simultaneously in order to achieve Substantial Completion of the Work within the Contract Time. As each area becomes available, Contractor shall begin work in those respective areas with additional crews, if necessary, to avoid a reduction of effort in other areas already under

construction. The Contract Price shall not be subject to adjustment on account of any action or activity of the Contractor to perform Work simultaneously in different areas of the Site.

6.2.2 Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work or any designated portion thereof (whether described as milestones, phases, segments or other similar terms) is complete in accordance with the Contract Documents so the City of Oroville can occupy or use the Work or designated portion thereof for its intended purpose. Substantial Completion shall be determined by the City, Construction Manager, if any, and the Project Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the Project Inspector, Construction Manager, if any and the City shall be controlling and final.

6.2.3 Correction or Completion of the Work After Substantial Completion.

6.2.3.1 Punchlist. Upon achieving Substantial Completion of the Work, the City of Oroville, the Project Inspector, the Construction Manager, if any, the City and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punchlist"). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

6.2.3.2 Time for Completing Punchlist Items. In addition to establishing the Punchlist items pursuant to Article 6.2.3.1, the Construction Manager, if any, Contractor and City shall, after the joint inspection, establish a reasonable time for Contractor's completion of all Punchlist items. If mutual agreement is not reached to establish the time for the Contractor's completion of Punchlist items, the City shall determine such time, and in such event, the time determined by the City shall be final and binding upon the City of Oroville and Contractor so long as the City's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punchlist items within the time established. If the Contractor fails or refuses, for any reason, to complete all Punchlist items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 6.4 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punchlist items, the City of Oroville may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punchlist items provided, however that such election by the City of Oroville is in addition to and not in lieu of any other right or remedy of the City of Oroville under the Contract Documents or at law. If the City of Oroville elects to complete Punchlist items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the City of Oroville in connection herewith and the City of Oroville may deduct such costs from the Contract Price then or thereafter due the Contractor, if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are jointly and severally liable to City of Oroville for any such excess costs.

6.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, all Punchlist items noted upon Substantial Completion, and the

Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the City, Construction Manager, if any and the Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector, Construction Manager, if any, and the City shall be controlling and final.

6.2.5 Contractor Responsibility for Multiple Inspections. If the Contractor requests determination of Substantial Completion or Final Completion by the Project Inspector, Construction Manager, if any, and the City and it is determined by the Project Inspector, Construction Manager, if any, or the City that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re- inspection, including without limitation, the fees of the City, Construction Manager, if any, and the Project Inspector. The City of Oroville may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

6.2.6 Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the City of Oroville's City Council; such approval shall be submitted for adoption at the next regularly scheduled meeting of the City of Oroville's City Council after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents is the date upon which the City of Oroville's City Council approves of the Final Acceptance of the Work.

6.3 Construction Schedule.

6.3.1 Submittal of Preliminary Construction Schedule. Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the City of Oroville, the Construction Manager, if any, and the City a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction Schedules required under this Article incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the City of Oroville and the Contractor. As used herein, "float time" shall be deemed to refer

to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

6.3.2 Review of Preliminary Construction Schedule. The City of Oroville, the Construction Manager, if any, and the City shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 6.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Construction Schedule and any comments thereto by the City of Oroville, the Construction Manager and/or the City shall not be deemed to be the assumption of construction means, methods or sequences by the City of Oroville, the Construction Manager or the City, all of which remain the Contractor's obligations under the Contract Documents.

6.3.3 Preparation and Submittal of Contract Construction Schedule. Within ten (10) days of the City of Oroville's return of the Preliminary Construction Schedule to the Contractor pursuant to Article 6.3.2 above, the Contractor shall prepare and submit to the City and the Construction Manager, if any, the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the City of Oroville, the Construction Manager and the City shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the City of Oroville will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the City of Oroville's approval of the form and content of a Construction Schedule, the same shall be deemed the "Approved Construction Schedule." The City of Oroville's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the City of Oroville shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the City of Oroville and the City. Updates to the Approved Construction Schedule pursuant to Article 6.3.5 below shall not be deemed revisions to the Approved Construction Schedule. If the Approved Construction Schedule depicts completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be

based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Approved Construction Schedule.

6.3.4 Revisions to Approved Construction Schedule. In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Approved Construction Schedule, as determined by the City of Oroville in its reasonable discretion and judgment, the City of Oroville may direct the Contractor to revise the Approved Construction Schedule; within fifteen (15) days of the City of Oroville's direction, the Contractor shall prepare and submit to the City and the Construction Manager a revised Approved Construction Schedule, for review and approval by the City of Oroville. The Contractor may request consent of the City of Oroville to revise the Approved Construction Schedule. Any such request shall be considered by the City of Oroville only if in writing setting forth the Contractor's proposed revision(s) to the Approved Construction Schedule and the reason(s) therefor. The City of Oroville may consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule in its reasonable discretion.

6.3.5 Updates to Approved Construction Schedule. The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the City of Oroville. The Contractor shall provide the City of Oroville, the Construction Manager and the City with updated Approved Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in the City of Oroville's rejection of such update and Contractor shall, within seven (7) days of the City of Oroville's rejection of such update, submit to the City and the Construction Manager an Updated Approved Construction Schedule which does not incorporate any such revisions. If requested by the City of Oroville, the Contractor shall also submit, with its updates to the Approved Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Approved Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The City of Oroville may, from time to time, and in the City of Oroville's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The City of Oroville's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

6.3.6 Contractor Responsibility for Construction Schedule. The Contractor shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents, and any failure of the Contractor to do so may be deemed by the City of Oroville as the Contractor's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the Contractor and no such cost or expense shall be charged to the City of Oroville. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, maintenance or updating

of the Construction Schedules.

6.3.7 Three (3) Week Look Ahead Schedule. The Contractor shall prepare and submit at each Weekly Construction Meeting, a Three (3) Week Look Ahead Schedule for its portion of the Work. The Three (3) Week Look Ahead Schedules shall provide additional definition of manpower, activities and sequencing to that identified on the then current updated Construction Schedule. The form, content and extent of detail in the Contractor's Three (3) Week Look Ahead Schedules in accordance with the directives and instructions of the Construction Manager. Failure of the Contractor to provide a Three (3) Week Look Ahead Schedule may be deemed by the City of Oroville as the Contractor's default in the performance of a material obligation of the Contractor under Contract Documents.

6.3.8 Cost of Scheduling. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction, Recovery or Three (3) Week Look Ahead Schedules shall be solely at the expense of the Contractor without adjustment to the Contract Price. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, and maintenance or updating of the Construction Schedules. If the Contractor does not comply with the City of Oroville's request for an Updated Construction Schedule, the City of Oroville may have the update completed by others at the Contractor's expense. In such event, the updated Construction Schedule shall be deemed binding upon the Contractor and the City of Oroville may deduct all costs, fees or expenses in preparing such updated Construction Schedule(s) from any portion of the Contract Price then or thereafter due the Contractor.

6.3.9 Scheduling Software & Requirements. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including. without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower (estimated men per day) and other resources required for completion of each schedule activity; (iv) indicate costs for completion of each schedule activity; and (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor.

6.3.10 Float. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule. If the Construction Schedules required under this Article incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the City of Oroville and the Contractor. If the construction progress is ahead of schedule based on the Construction Schedule(s) and a delay is encountered (even if such delay is a City of Oroville caused delay), no compensation of any type will be due the Contractor and the City of Oroville may claim float days equal to the delay until such float days are exhausted and the delay extends the overall Project Substantial Completion date.

6.4 Adjustment of Contract Time. If Substantial Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 6.4.

6.4.1 Excusable Delays. If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the City; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to

unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directive to stop the Work. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of "Rain Days" to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work exceeds those noted in the Special Conditions and such additional Rain Days directly and adversely impact the critical path progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

6.4.2 Compensable Delays. If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the City of Oroville, the City, or separate contractor employed by the City of Oroville (collectively "Compensable Delays"), upon Contractor's request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the City and the City of Oroville. In accordance with California Public Contract Code §7102, if the Contractor's progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the City of Oroville is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the City of Oroville and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages, including without limitation, home office expenses, bond capacity impairment or loss of prospective economic advantage. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the

Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

6.4.3 Unexcusable Delays. Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

6.4.4 Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of the same.

6.4.5 Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The City of Oroville shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the City of Oroville shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

6.5 Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Substantial Completion of the Work or designated portions thereof within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the City of Oroville the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, Substantial Completion or completion of the Punchlist items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the City of Oroville because of the difficulty of fixing the City of Oroville's actual damages in the event of delayed submission of Submittals, Substantial Completion or completion of Punchlist items. The Contractor and the City of Oroville specifically agree that said amounts are reasonable estimates of the City of Oroville's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the City of Oroville for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the City of Oroville. In the event that the Contractor shall fail or refuse to complete Punchlist items and the City of Oroville elects to exercise its right to cause completion or correction of such items pursuant to Article 6.2.3.2 hereof, the City of Oroville's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the City of Oroville's right to charge

Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 6.2.3.2. The Contractor and the City of Oroville acknowledge and agree that the provisions of this Article 6.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

6.6 City of Oroville Right to Take-Over Work.

6.6.1 Progress of Work. Unless caused by the City of Oroville, City, Construction Manager or the Project Inspector, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment or services to maintain progress of the Work in accordance with the then current Construction Schedule after seventy-two (72) hour advance written notice from the Construction Manager to the Contractor of its failure or refusal, the City of Oroville may, without terminating the Contract or waiving, limiting or conditioning any right or remedy of the City of Oroville, thereafter furnish or cause to be furnished such materials, labor, equipment or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule. All costs, expenses or other charges (whether direct, indirect and administrative) incurred by the City of Oroville in furnishing such materials, labor, equipment or services shall be at the sole cost of the Contractor and the City of Oroville may deduct the same from the Contract Price then or thereafter due the Contractor. The City of Oroville's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the City of Oroville under the Contract Documents.

6.6.2 City of Oroville's Right to Withhold. All costs, expenses or other charges incurred by the City of Oroville in connection with completing or supplementing the Work under this Article 6.6 shall be at the sole cost of the Contractor. City of Oroville shall be entitled to deduct from the Contract Price then or thereafter due Contractor, all such costs, expenses, and charges, including costs for any additional services the City of Oroville's representatives and consultants made necessary thereby. If the Contract Price then or thereafter due the Contractor is insufficient to cover such amounts, Contractor shall pay the additional sum to the City of Oroville promptly upon demand therefore. The assessment and/or withholding of the amount of such costs, expenses, and/or other charges shall be in addition to, and not in lieu of, any liquidated damages assessed and/or withheld from Contractor under Article 6.5 hereof.

6.6.3 Non-exclusive Remedy. The City of Oroville's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the City of Oroville under the Contract Documents, the Performance Bond, or the Laws.

## ARTICLE 7: CONTRACT PRICE

7.1 Contract Price. The Contract Price is the amount stated in the Agreement and subject to adjustments thereto in accordance with the Contract Documents, is the total amount payable by the City of Oroville to the Contractor for completion of the Work and other obligations of the Contractor under the Contract Documents. The City of Oroville's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

7.2 Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, in a form acceptable to the City of Oroville, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown is subject to the City of Oroville's review and approval of the form and content thereof. If the City of Oroville objects to any portion of the Cost Breakdown, within ten (10) days of the City of Oroville's receipt of the Cost Breakdown, the City of Oroville shall notify the Contractor, in

writing of the City of Oroville's objection(s) to the Cost Breakdown. Within five (5) days of the date of the City of Oroville's written objection(s), Contractor shall submit a revised Cost Breakdown to the City of Oroville for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the City of Oroville has approved of the entirety of the Cost Breakdown. Upon the City of Oroville's approval of the Cost Breakdown, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the City of Oroville, which may be granted, conditioned or withheld in the sole discretion of the City of Oroville. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the City of Oroville in equal installments with its disbursements of Progress Payments and the Final Payment with the amount of each such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.

7.3 Progress Payments.

7.3.1 Applications for Progress Payments. During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the City of Oroville, Project Inspector, Construction Manager, if any, and the City, Applications for Progress Payments ("Payment Applications"), on forms approved by the City of Oroville, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the City of Oroville's making of Progress Payments thereon. Values utilized in the Payment Applications shall be based upon the City of Oroville approved Cost Breakdown pursuant to Article 7.2 above provided that such values are only for determining the basis of Progress Payments to Contractor and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

7.3.2 Payment Application Review for Determination of Proper Payment Application. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the City of Oroville shall cause the same to be reviewed by the Project Inspector, the Construction Manager, if one is designated by the City of Oroville, and the City, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 7.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the City of Oroville, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) the form of Verification of Certified Payroll Records Submittal to Labor Commissioner, executed under penalty of perjury by the Contractor's Superintendent and/or the Contractor PM; which verifies that all Certified Payroll Records for the Contractor and all Subcontractors for the period of time covered by the Application for Progress Payment have been completed and submitted in strict conformity with Labor Code §1771.4; (ii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §8132 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (iii) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §8134 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (iv) if applicable, a current union statement reflecting that the

Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; (v) a certification by the Contractor that it has continuously maintained, or caused to maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the City of Oroville, City or the Construction Manager prior to disbursement of the Progress Payment; and (vi) an updated Construction Schedule, reflecting Work actually completed and in progress. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the City of Oroville not to be a proper Application for Progress Payment shall be returned by the City of Oroville to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the City of Oroville's receipt thereof. The City of Oroville's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

7.3.3 Verification of Work Completed. Upon receipt of a Payment Application, the City, Construction Manager, if any and the Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with requirements of the Contract Documents and to determine the portion of the Payment Application which is properly due to the Contractor under the terms of the Contract Documents.

7.3.4 City of Oroville's Disbursement of Progress Payments.

7.3.4.1 Timely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, within thirty (30) days after the City of Oroville's receipt of a proper Payment Application, there shall be paid, by City of Oroville, to Contractor a sum equal to ninety-five percent (95%) of the value of the Work indicated in the Payment Application which is actually in place as of the date of the Payment Application, as verified by the Project Inspector, Construction Manager, if any, and the City and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the City of Oroville's obligation to disburse any Progress Payment shall be subject to the City of Oroville's receipt of all documents set forth in Article 7.3.2 above, each and all of which are conditions precedent to the City of Oroville's obligation to disburse Progress Payments. If a Payment Application is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Payment Application, as required by Article 7.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the City of Oroville's timely disbursement of a Progress Payment is deemed to commence on the date that the City of Oroville is actually in receipt of documents not submitted with the Payment Application, or corrections to documents with the Payment Application so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

7.3.4.2 Untimely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, if the City of Oroville fails to make a Progress Payment within thirty (30) days after receipt of an undisputed and proper Payment Application, the City of Oroville shall pay the Contractor interest on the undisputed amount of such Payment Application at the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, if the City of Oroville determines that any Payment Application is not proper, pursuant to Article 7.3.2 above, and the City of Oroville does not return such Payment Application within the seven (7) day period provided for in Article 7.3.2, the period of time for the City of Oroville's disbursement of the Progress Payment on such Payment Application without incurring interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

7.3.4.3 City of Oroville's Right to Disburse Payments by Joint Checks. The City of Oroville, may, in its sole discretion, issue joint checks to the Contractor and Subcontractors/Material Suppliers in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

7.3.4.4 No Waiver of Defective or Non-Conforming Work. The approval of any Payment Application or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective or non-conforming Work. Notwithstanding approval or disbursement of a Progress Payment for Work deemed to be defective or non-conforming, the Contractor shall remain obligated under the Contract Documents to repair, replace or otherwise correct such defective or non-conforming Work.

7.3.5 Progress Payments for Changed Work. The Contractor's Payment Applications may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the Project Inspector, the City and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the City of Oroville for Changes in the Work.

7.3.6 Materials or Equipment Not Incorporated Into the Work.

7.3.6.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the City of Oroville on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of a Payment Application, has/have not been incorporated into and made a part of the Work.

7.3.6.2 Materials or Equipment Delivered and Stored at the Site. The City of Oroville may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of a Payment Application requesting payment for such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site; (ii) adequate arrangements, reasonably satisfactory to the City of Oroville, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the City of Oroville, covering and protecting against the risk of loss, destruction, theft or other damage to such

materials or equipment while in storage; and (iii) the establishment of procedures reasonably satisfactory to the City of Oroville by which title to such materials or equipment will be vested in the City of Oroville upon the City of Oroville's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the Site pursuant to the preceding sentence shall be exercised exclusively by the City of Oroville; the City of Oroville's exercise of discretion not to make payment shall not be deemed the City of Oroville's default hereunder. If the City of Oroville elects to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (ii) and (iii) of this Article 7.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the City of Oroville on account of such costs and expenses.

7.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the City of Oroville for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site or which are in the process of fabrication or transportation to the Site.

7.3.6.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 7.3.6.4 notwithstanding, the City of Oroville shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site of or other storage location.

7.3.7 Exclusions from Progress Payments. In addition to the City of Oroville's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Payment Application shall include, nor shall the City of Oroville be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor or Material Supplier because of a dispute or any other reason.

7.3.8 Title to Work. The Contractor warrants that title to all Work covered by a Payment Application will pass to the City of Oroville no later than the time of payment. The Contractor further warrants that upon submittal of a Payment Application, all Work for which a Progress Payment has been previously disbursed and the Contractor has received payment from the City of Oroville therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

7.3.9 Substitute Security for Retention. Pursuant to California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the City of Oroville to ensure the Contractor's performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the City of Oroville prior to or concurrently with submittal of the first Payment Application.

7.4 Final Payment.

7.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the City of Oroville. Thereupon, the City, Construction Manager, if any, and the Project Inspector will promptly make a final inspection of the Work and when the City, Construction Manager, if any and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the City, Construction Manager, if any, and the Project Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the City of Oroville.

7.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the City of Oroville each and all of the following, the submittal of which are conditions precedent to the City of Oroville's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the City of Oroville or the City of Oroville's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors/Material Suppliers in accordance with California Civil Code §§8136 and 8138, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the City of Oroville upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, the DSA final Verified Report; (xi) the Recycled Materials Documentation required by Article 3.3.4; and (xii) if required by the City of Oroville, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the City of Oroville.

7.4.3 Disbursement of Final Payment. Provided that the City of Oroville is then in receipt of all documents and other items in Article 7.4.2 above as conditions precedent to the City of Oroville's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the City of Oroville shall disburse

the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the City of Oroville and the Contractor at the time that disbursement of the Final Payment is due, the City of Oroville may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute. If the Contractor fails to timely submit completed DSA Reports in accordance with Article 3.21.1 above, the Final Payment due the Contractor shall be reduced in accordance with Article 3.21.2 above.

7.4.4 Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the City of Oroville for compensation or otherwise in connection with the Contractor's performance of the Contract.

7.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor and the Surety. The Contractor and Surety shall indemnify, defend and hold harmless the City of Oroville and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorney's fees incurred by the City of Oroville in connection therewith.

7.5 Withholding of Payments. The City of Oroville may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the City of Oroville on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors/Material Suppliers; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the City of Oroville may be liable or responsible including, without limitation, Stop Notice Claims filed with the City of Oroville pursuant to California Civil Code §9350 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the City of Oroville is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the City of Oroville under the terms of the Contract Documents; or (viii) the Contractor's failure to perform any of its obligations under the Contract Documents, its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the City of Oroville shall not be obligated to process any Payment Application or Application for Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the City of Oroville, the Project Inspector, the City or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the City of Oroville is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

7.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public

Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. If the Contractor fails to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the City of Oroville. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

7.7 Computerized Job Cost Reporting System.

7.7.1 Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at One Million Five Hundred Thousand Dollars ($1.5M) or greater shall maintain a computerized job cost reporting system conforming to the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the City of Oroville. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

7.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the City of Oroville approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (i) providing overall cost status on a monthly and cumulative basis; (ii) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (ii) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

7.7.3 Job Cost System Information. Upon request of the City of Oroville, the Contractor and applicable Subcontractors shall make available written job cost reports and/or provide the City of Oroville with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

## ARTICLE 8: CHANGES

8.1 Changes in the Work. The City of Oroville, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the City of Oroville. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the City of Oroville's written authorization issued pursuant to the preceding sentence; the Contractor is not relieved or excused from its obligation to promptly commence and diligently complete any Change subject to the City of Oroville's written authorization by virtue of the absence or inability of the Contractor

and the City of Oroville to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 8 in connection with any Change authorized by the City of Oroville under this Article 8.1 is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the City of Oroville hereunder. The City of Oroville's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The City of Oroville may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by Laws enacted after award of the Contract.

8.2 Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the City of Oroville directing a Change to the Work prior to the Contractor and City of Oroville reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. The Contractor shall promptly commence and diligently complete any Change to the Work subject to a Construction Change Directive issued hereunder. The issuance of a Change Order pursuant to this Article 8 in connection with any Construction Change Directive authorized by the City of Oroville is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Construction Change Directive. Upon completion of the Work subject to a Construction Change Directive, if the Contractor and City of Oroville have not agreed on the adjustment of Contract Time and/or Contract Price for such Change, City of Oroville shall issue a Unilateral Change Order pursuant to this Article 8.

8.3 Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination from the City of Oroville or the City which in the opinion of the Contractor constitutes a Change to the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the City, Construction Manager, if any and the Project Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination is the Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

8.4 Contractor Submittal of Data. Within thirty (30) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the City, Construction Manager, if any, the Project Inspector and the City of Oroville a detailed written statement setting forth the general nature of the Change, the adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any,

required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

8.5 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

8.5.1 Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority. Costs computed to any of the following methods shall exclude: (i) fees, salaries or other compensation for: field/office supervisory personnel, project engineers, scheduler, estimator, drafting/detailing; (ii) vehicles not directly engaged in performance of a Change; (iii) field/home office expenses, including personnel, materials, supplies, etc.; (iv) on-Site or off-Site trailer, storage costs (whether rented, leased or owned); and (v) except as incorporated into an applicable Prevailing Wage Rate for labor required to complete a Change, insurance (including without limitation, general liability, automobile liability, employer's liability and workers compensation)

8.5.1.1 Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the City of Oroville and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the City of Oroville, Construction Manager, if any, or the City, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the City of Oroville, the Project Inspector and the City to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the City of Oroville or the City for such estimate.

8.5.1.2 Determination by the City of Oroville. By the City of Oroville, whether or not negotiations are initiated pursuant to Article 8.5.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the City of Oroville on the basis of the Contractor's records. In the event that the procedure set forth in this Article 8.5.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the City of Oroville shall notify the Contractor in writing of the same; the Contractor is deemed to have accepted the City of Oroville's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor notifies the City of Oroville, the City, Construction Manager, if any and the Project Inspector, in writing, not more than fifteen (15) days from the date of the City of Oroville's written notice, of any objection to the City of Oroville's determination. Failure of the Contractor to timely notify the City of Oroville, the Construction Manager, the City and the Project Inspector of Contractor's objections to the City of Oroville's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's

acceptance of the City of Oroville's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the City of Oroville's determination. Notwithstanding any objection of the Contractor to the City of Oroville's determination of the extent of any adjustment to the Contract Price pursuant to this Article 8.5.1.2, Contractor shall, pursuant to Article 8.8 below, diligently proceed to perform and complete any such Change.

8.5.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 8.5.1.1 or 9.5.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

8.5.1.3.1 Allowable Labor Costs. Except in the event adjustment of the Contract Price for a City of Oroville authorized Change is computed by unit prices, the labor costs allowable for incorporation into a Contract Price adjustment for a Change shall be limited as set forth herein.

8.5.1.3.1.1 Limitation to Field Labor and Prevailing Wage Rates. The Contract Price adjustment for labor necessary to complete a Change shall be limited to the laborers of the Contractor or Subcontractors actually and necessarily engaged in the performance of the Change and for which there is a prevailing wage rate classification. Wage rates for laborers shall not exceed the applicable prevailing wage rate in the locality of the Site for the classification(s) of labor necessary to complete a Change. Use of a prevailing wage rate classification which increases the costs of a Change shall not be allowed. Overtime labor charges for performing any part of the Change shall only be allowed if authorized in writing by the City, Construction Manager and the City of Oroville prior to Contractor's performance of the overtime labor. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted.

8.5.1.3.1.2 Fringe Benefits, Payroll Taxes and Labor Burdens. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in Article 8.5.1.3.4 and the Special Conditions.

8.5.1.3.1.3 Excluded Labor Costs. The Contract Price adjustment for labor costs on account of a Change shall exclude costs: (i) for preparing estimate(s) of the costs of the Change; (ii) to maintain records relating to the costs of the Change; (iii) for coordination and assembly of materials and information relating to the Change or performance thereof; (iv) to supervise, coordinate or manage the Work of a Change; or (v) any other general administrative overhead or general conditions costs associated with the Change or performance thereof as such costs are incorporated into the

overhead and general conditions mark-up costs set forth in Article 8.5.1.3.4.

8.5.1.3.2 Materials and Equipment. Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the City of Oroville. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the City of Oroville, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the City of Oroville's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The City of Oroville may elect to furnish materials and/or equipment for Changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

8.5.1.3.3 Construction Equipment. Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the City, Construction Manager, if any, the Project Inspector and the City of Oroville, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of $500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically

approved in writing by the City, Construction Manager, if any, the Project Inspector and the City of Oroville, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

8.5.1.3.4 Mark-up on Costs of Changes to the Work. In determining the cost to the City of Oroville and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the City of Oroville to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

8.5.1.4 Contractor Maintenance of Records. If the Contractor is directed to perform any Changes to the Work pursuant to Article 8.1, 8.2 or 8.3, or should the Contractor encounter conditions which the Contractor believes to obligate the City of Oroville to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. If more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. If any Subcontractor provides or performs any portion of a Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative which shall constitute the Contractor's representation and warranty to the City of Oroville that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the City of Oroville, the City, Construction Manager, if any or the Project Inspector upon request. If the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment

to the Contract Price on account of any Change to the Work, the City of Oroville's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

8.5.2 Adjustment to Contract Time. If any Change to the Work authorized pursuant to this Article 8, the Contract Time affects the critical path of the Work, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. The Contractor is solely responsible for submitting scheduling data, analysis and other materials necessary or required by the City of Oroville to substantiate the Contract Time adjustment requested by the Contractor for a Change. The City of Oroville is not obligated to consider any adjustment to the Contract Time on account of a Change until the Contractor has submitted such scheduling data, analysis and other materials.

8.5.3 Addition or Deletion of Alternate Bid Item(s). If the Bid Proposal for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the City of Oroville may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the City of Oroville elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted to the extent that the addition or deletion of an Alternate Bid Item actually affects Work on the critical path of the Construction Schedule as of the date upon which an Alternate Bid Item is added to or deleted from the Work..

8.6 Change Orders. If the City of Oroville approves of a Change, a written Change Order prepared by the City on behalf of the City of Oroville shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, including without limitation: impacts of any kind; preparation and processing of any and all related RFIs, ASIs, Bulletins, FCDs, Quotes, and/or CCDs; inefficiencies; productivity losses; delay; acceleration; field and home office overhead; and any and all other incidental costs for all of the work described in the Change Order, as well as any and all adjustments to the Contract Time necessitated thereby. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the City of Oroville which may be granted or withheld in the sole and exclusive discretion of the City of Oroville, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported

modification or amendment of any such Change Order, without the prior approval of the City of Oroville, shall not be binding upon the City of Oroville; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the City of Oroville only upon action of the City of Oroville's City Council approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the City of Oroville, in accordance with the provisions of this Article 8.6, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the City Council to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the City; such approval and ratification of such Change Order shall not be deemed the City of Oroville's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

8.7 Unilateral Change Orders. A Unilateral Change Order is a Change Order issued by the City of Oroville, in the sole and exclusive discretion of the City of Oroville, before the Contractor and City of Oroville have agreed on the extent of adjustment of the Contract Time or the Contract Price relating to a Change. The City of Oroville may, in its sole reasonable discretion, issue a Unilateral Change Order for any Change to the Work authorized by the City of Oroville when the Contractor and the City of Oroville have been unable to reach mutual agreement as to the extent of any adjustment to the Contract Price or Contract Time on account of such Change. If the City of Oroville elects to issue a Unilateral Change Order, the City of Oroville shall forward to the Contractor a copy of the proposed Unilateral Change Order (for the Contractor's information) at least ten (10) days prior to the date of the City Council' meeting to review and consider approval of the Unilateral Change Order. Any Unilateral Change Order issued hereunder shall be binding upon the City of Oroville and Contractor only if the City of Oroville's City Council' takes action to approve or ratify the Unilateral Change Order. Any and all claims by the Contractor arising out of such Unilateral Change Order, and/or the Change giving rise to such Unilateral Change Order, shall accrue as of the date of the City Council' action approving or ratifying a Unilateral Change Order and shall be subject to the claim provisions set forth in Article 15.11. Notwithstanding any provision of the Contract Documents to the contrary, an express condition precedent to the Contractor's exercise of rights and remedies under Article 15.11 relating to a Unilateral Change Order, is the Contractor notification to the City of Oroville, City and Construction Manager, if any, in writing of the Contractor's objections to all or any portion of a Unilateral Change Order within ten (10) days after the date of the City Council meeting ratifying or approving a Unilateral Change Order; failure of the Contractor to do so is deemed the Contractor's acceptance of the entirety of a Unilateral Change Order, as approved or ratified by the City of Oroville's City Council and an express unequivocal waiver by the Contractor of any right or remedy of the Contractor, under the Contract Documents or the Laws to: (i) object to the Unilateral Change Order or any portion thereof; or (ii) further adjustment of the Contract Time or the Contract Price on account of the Change(s) incorporated into a Unilateral Change Order.

8.8 Contractor Notice of Changes. If the Contractor claims that any instruction, request, RFI, FCD, ASI, Bulletin, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the City of Oroville to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Construction Manager, if any, the Project Inspector and the City, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The City of Oroville shall consider any such claim of the Contractor only if sufficient supporting

documentation is submitted with the Contractor's notice to the Project Inspector and the City. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the City of Oroville can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the City of Oroville's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the City of Oroville determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 8.8, any such adjustment shall be determined in accordance with the provisions of Articles 8.5.1 and 8.5.2.

8.9 Disputed Changes. If there is any dispute or disagreement between the Contractor and the City of Oroville regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance and completion of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

8.10 Emergencies. In an emergency affecting or threatening the safety of persons, or which affects or threatens the Work, or property, the Contractor, without special instruction or prior authorization from the City of Oroville, Construction Manager or the City, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 8.

8.11 Minor Changes in the Work. The City may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the City of Oroville and the Contractor. The Contractor shall carry out such orders promptly.

8.12 Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the City, Construction Manager and the Project Inspector in the manner and within the time set forth in Articles 8.2 or 8.7 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the City of Oroville to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

## ARTICLE 9: SEPARATE CONTRACTORS

9.1 City of Oroville's Right to Award Separate Contracts. The City of Oroville reserves the right to perform construction or operations related to the Project with the City of Oroville's

own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the City of Oroville, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

9.2 City of Oroville's Coordination of Separate Contractors. The City of Oroville shall provide for coordination of the activities of the City of Oroville's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the City of Oroville in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the City of Oroville until subsequently revised.

9.3 Mutual Responsibility. The Contractor shall afford the City of Oroville and separate contractors of the City of Oroville reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.

9.4 Discrepancies or Defects. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the City of Oroville or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the City, Construction Manager, if any and the Project Inspector any discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the City of Oroville's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

9.5 City of Oroville's Right to Withhold for Delay to Separate Contractors

9.5.1 Progress of Work. Unless caused by the City of Oroville, City, Construction Manager, Project Inspector, or separate contractor, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment, tools and/or services to maintain progress of the Work in accordance with the then current Construction Schedule thereby delaying the Work of separate contractor(s), the City of Oroville may, after forty-eight (48) hours advance written notice from the City of Oroville to the Contractor of its failure or refusal, direct, instruct and authorize the separate contractor(s) to furnish or cause to be furnished such materials, labor, equipment, tools and/or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule.

9.5.2 City of Oroville's Right to Withhold. If the work of a separate contractor to the City of Oroville on the Project is delayed by the acts or omissions of the Contractor, any and all costs, expenses, and/or other charges incurred by the City of Oroville for the work of such separate contractor(s) resulting from such acts or omissions of the Contractor shall be the sole responsibility of, and be borne by, the Contractor, and the City of Oroville may deduct the amount of any and all such costs, expenses, and/or other charges from the Contract Price then

or thereafter due the Contractor. If the Contract Price then or thereafter due the Contractor is insufficient to cover such amounts, the Contractor and the Performance Bond Surety shall be jointly and severally liable to the City of Oroville for such amounts in excess of the Contract Price, provided that the liability of the Performance Bond Surety shall be limited to the penal sum of the Performance Bond. The assessment and/or withholding of the amount of such costs, expenses, and/or other charges shall be in addition to, and not in lieu of, any liquidated damages assessed and/or withheld from Contractor under Article 6.5 hereof.

9.5.3 Non-exclusive Remedy. The City of Oroville's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the City of Oroville under the Contract Documents or arising by operation of the Laws.

## ARTICLE 10: TESTS AND INSPECTIONS

10.1 Tests; Inspections; Observations.

10.1.1 Contractor's Notice. If the Contract Documents, the Laws or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the City, the Construction Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. If any portion of the Work subject to tests, inspection or approval is covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

10.1.2 Cost of Tests and Inspections. The City of Oroville will pay for fees, costs and expenses for the initial tests/inspections of materials/equipment which are conducted at the Site or locations within a one hundred (100) mile radius of the Site. All fees, costs or expenses for subsequent tests/inspections or for tests/inspections conducted at a location more than a one hundred (100) mile radius from the Site (including without limitation, travel and travel-related expenses) shall be borne solely and exclusively by the Contractor. The foregoing notwithstanding, if the portion(s) of the Work subject to tests/inspections is/are not ready for such test/inspection at the time indicated in the Contractor's notice under Article 10.1.1 or if upon completion of such test/inspection, the portion(s) of the Work subject to such test/inspection do not meet or exceed the minimum requirements of such test/inspection, the Contractor shall be solely responsible for the payment of all fees, costs or expenses arising out of or related in any manner to subsequent tests/inspections of such portion(s) of the Work, and resulting delays, disruptions or other impacts to completion of the Project. Further, notwithstanding the City of Oroville's payment of fees, costs or expenses for conducting initial tests/inspections, if any actions or failures to act of the Contractor or person or entity providing or performing Work under the direction or control of the Contractor require tests/inspections to be conducted over a period of more than eight (8) hours per day by any single person or on weekends/holidays, the Contractor shall be solely responsible for the payment of

fees, costs or expenses which result from test/inspection services which exceed eight (8) hours per day by any single person or on weekends/holidays.

10.1.3 Testing/Inspection Laboratory. The City of Oroville shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the City of Oroville and required by the Contract Documents. All such tests and inspections shall be in conformity with the Laws, including without limitation, Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Project Inspector, the Construction Manager or the City and not by the Contractor.

10.1.4 Additional Tests, Inspections and Approvals. If the City, the Construction Manager, the Project Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the City or Construction Manager, if any will, upon written authorization from the City of Oroville, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the City of Oroville, and the Contractor shall give timely notice to the City, the Construction Manager and the Project Inspector of when and where tests and inspections are to be made so the Project Inspector and the City may observe such procedures. The City of Oroville shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the fees of the City, Construction Manager, if any, and the Project Inspector in connection therewith.

10.2 Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City.

10.3 Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

## ARTICLE 11: UNCOVERING AND CORRECTION OF WORK

11.1 Inspection of the Work.

11.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the City of Oroville, the Construction Manager, the City and the Project Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the City of Oroville, the Construction Manager, the City, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

11.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the City and the Project Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of

the Work, and quantities generally comply and conform to the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the City or the Project Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

11.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the City, the Project Inspector or the requirements of the Contract Documents, it must, if required by the City or the Project Inspector, be uncovered for observation by the City and the Project Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

11.3 Rejection of Work. Prior to the City of Oroville's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which constitutes Defective or Non-Conforming Work may be rejected by the City of Oroville, the Construction Manager the City or the Project Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the City or the Project Inspector or even if they failed to observe the Defective or Non- Conforming nature of the Work, materials or equipment.

11.4 Correction of Work. The Contractor shall promptly correct any Defective or Non-Conforming Work whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting Defective or Non-Conforming Work, including additional testing and inspections and compensation for the City's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the City of Oroville or separate contractors, caused by the Contractor's correction or removal of Defective or Non-Conforming Work.

11.5 Removal of Non-Conforming or Defective Work. The Contractor shall, at its sole cost and expense, remove from the Site all Defective or Non-Conforming Work which are neither corrected by the Contractor nor accepted by the City of Oroville.

11.6 Failure of Contractor to Correct Work. If the Contractor fails to commence to correct Defective or Non-Conforming Work within three (3) days of notice of such condition and promptly thereafter complete the same within a reasonable time, the City of Oroville may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such Defective or Non-Conforming Work within the time fixed herein, the City of Oroville may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the City of Oroville may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the City's services, attorney's fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall be jointly and severally liable to the City of Oroville for any such excess amount.

11.7 Acceptance of Defective or Non-Conforming Work. The City of Oroville may, in its sole and exclusive discretion, elect to accept Defective or Non-Conforming Work in lieu of

requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable. The City of Oroville's determination of the extent of reduction of the Contract Price on account of Defective or Non-Conforming Work accepted by the City of Oroville shall be binding, conclusive, dispositive and not subject to appeal or other dispute resolution procedures, unless such determination is manifestly unreasonable.

## ARTICLE 12: WARRANTIES

12.1 Workmanship and Materials. The Contractor warrants to the City of Oroville that: (i) the Work and all materials and equipment incorporated therein conform to requirements of the Contract Documents; (ii) all materials and equipment incorporated into the Work are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (iii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the City, Project Inspector, Construction Manager or the City of Oroville, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed Defective or Non-Conforming. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the City of Oroville that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item. The obligations of the Contractor hereunder are in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by the Laws.

12.2 Warranty Work. If, within one (1) year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the City of Oroville to do so, and to thereafter diligently complete the same. If the Contractor fails or refuses to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the City of Oroville may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the City of Oroville in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. Neither the City of Oroville's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by City of Oroville shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

12.3 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the City of Oroville the form of Guarantee included with the Contract Documents. The Contractor's

execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the City of Oroville to disburse the Final Payment to the Contractor and any right of the Contractor to Final Payment.

12.4 Survival of Warranties; Surety Obligations. The Contractor's warranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the City of Oroville's Final Acceptance or the termination of the Contract. The obligations of the Surety issuing the Performance Bond shall include assumption and discharge of the Contractor's warranty obligations if the Contractor fails or refuses to perform its warranty obligations hereunder in strict conformity herewith.

**ARTICLE 13: SUSPENSION OF WORK**

13.1 City of Oroville's Right to Suspend Work. The City of Oroville may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the City of Oroville may determine. The Contractor shall resume and complete the Work suspended by the City of Oroville in accordance with the City of Oroville's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

13.2 Adjustments to Contract Price and Contract Time. In the event the City of Oroville shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the City of Oroville; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the City of Oroville's suspension of the Work, the Contract Time shall be equitably adjusted.

**ARTICLE 14: TERMINATION**

14.1 Termination for Cause.

14.1.1 City of Oroville's Right to Terminate. The City of Oroville may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within ten (10) days of receipt of a request for such assurance from the City of Oroville; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards the Laws or requirements of any public entity having jurisdiction over any portion of the Work;

(iv) if the Contractor disregards proper directives of the City, the Construction Manager, the Project Inspector or City of Oroville; (vii) Defective/Non-Conforming Work which the Contractor neglects or refuses to correct; or (viii) if the Contractor otherwise violates any provisions or requirements of the Contract Documents. Once the City of Oroville determines that sufficient cause exists to justify the action, the City of Oroville may terminate the Contract without prejudice to any other right or remedy the City of Oroville may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The City of Oroville shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the City of Oroville's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the City of Oroville under the Contract Documents or the Laws.

14.1.2 City of Oroville's Rights Upon Termination. If the Contract is terminated pursuant to this Article 14.1, the City of Oroville may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The City of Oroville may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on or about the Site and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the City of Oroville's right to prosecute the completion of the Work, the City of Oroville may also take possession of all materials and equipment at or about the Site or for which the City of Oroville has paid the Contractor but which are stored elsewhere and finish the Work as the City of Oroville deems expedient. In exercising the City of Oroville's right to prosecute the completion of the Work, the City of Oroville shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the City of Oroville shall not be required to obtain the lowest price for completion of the Work. If the City of Oroville takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

14.1.3 Completion by the Surety. If the Contract is terminated pursuant to this Article 14.1, the City of Oroville may demand that the Surety take over and complete the Work. The City of Oroville may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the City of Oroville may take over the Work and prosecute it to completion as provided for above.

14.1.4 Assignment and Assumption of Subcontracts. The City of Oroville shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the City of Oroville or such other person or entity selected by the City of Oroville to complete the Work.

14.1.5 Costs of Completion. In the event of termination under this Article 14.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the City of Oroville's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees, fees for additional professional and consultant services, and the City Of

Oroville's administrative costs, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the City of Oroville's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and Surety are jointly and severally liable for payment of such difference to the City of Oroville.

14.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be jointly and severally liable for all damage sustained by the City of Oroville resulting from, in any manner, the termination of Contract under this Article 14.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work exceeding the Contract Price.

14.1.7 Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 14.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the City of Oroville and thereupon, the rights and obligations of the City of Oroville and the Contractor shall be determined in accordance with Article 14.2 hereof.

14.1.8 City of Oroville's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 14.1, the termination shall not affect or limit any rights or remedies of the City of Oroville against the Contractor or the Surety. The rights and remedies of the City of Oroville under this Article 14.1 are in addition to, and not in lieu of, any other rights and remedies provided by the Laws or under the Contract Documents. Any retention or payment of monies to the Contractor by the City of Oroville shall not be deemed to release the Contractor or the Surety from any liability hereunder.

14.2 Termination for Convenience of the City of Oroville. The City of Oroville may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the City of Oroville. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the City of Oroville, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the City of Oroville. The City of Oroville may, in its sole discretion, elect to have Subcontracts assigned pursuant to Article 14.1.4 above after exercising the right hereunder to terminate for the City of Oroville's convenience.

## ARTICLE 15: MISCELLANEOUS

15.1 Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

15.2 Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the City of Oroville or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall

be construed as a whole in accordance with their fair meaning and not strictly for or against the City of Oroville or the Contractor.

15.3 Successors and Assigns. Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon and shall inure to the benefit of the City of Oroville and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

15.4 Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Oroville shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

15.5 Severability. If any provision of the Contract Documents is deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

15.6 No Assignment by Contractor. The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the City of Oroville, which approval may be withheld in the sole and exclusive discretion of the City of Oroville. The City of Oroville's approval to such assignment shall be upon such terms and conditions as determined by the City of Oroville in its sole and exclusive discretion.

15.7 Gender and Number. Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.

15.8 Independent Contractor Status. In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the City of Oroville and not an agent or employee of the City of Oroville.

15.9 Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which the City of Oroville or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the City of Oroville or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the City of Oroville or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

15.10 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the City of Oroville and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the City of Oroville's written direction, pending any final determination or decision regarding any such claim, dispute

or disagreement.

15.11 Dispute/Claims Resolution.

15.11.1 Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

15.11.1.1 Claim Defined. The term "Claim" shall be as defined in Section 9204.

15.11.1.2 Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing City of Oroville liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

15.11.1.3 City of Oroville Claim Review Statement. Within forty five (45) days (or such other time mutually agreed to by the City of Oroville and the Contractor) after receipt of a properly submitted and properly documented Claim, the City of Oroville will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the City of Oroville does not provide the Contractor with the Claim Review Statement for any Claim within forty five (45) days (or other time mutually agreed to by the City of Oroville and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the City of Oroville on the Undisputed Claim, the City of Oroville shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

15.11.1.4 Meet and Confer.

15.11.1.4.1 Meet and Confer Demand. If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the City of Oroville not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the City of Oroville for settlement of the issues in dispute ("Meet and Confer"). The Contractor's Meet and Confer request must be submitted to the City of Oroville: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is

submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the City of Oroville will schedule the Meet and Confer conference within thirty (30) days of the Contractor's Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

15.11.1.4.2 Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the City of Oroville shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim ("Meet and Confer Statement"). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the City of Oroville on the Undisputed Claim, the City of Oroville shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

15.11.1.5 Non-Binding Mediation.

15.11.1.5.1 Contractor Initiation. The Contractor may request nonbinding mediation ("Mediation") of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor's Mediation demand must be submitted to the City of Oroville: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to demand Mediation procedures under Section 9204.

15.11.1.5.2 Mediator Selection. The City of Oroville and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor's demand for Mediation. If the City of Oroville and Contractor do not mutually agree to a mediator, the City of Oroville and Contractor shall each select a mediator and the City of Oroville/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

15.11.1.5.3 Mediation Procedures. Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the City of Oroville and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

15.11.1.5.4 Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the City of Oroville and Contractor. The foregoing notwithstanding, the Contractor and City of Oroville shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

15.11.1.5.5 Post-Mediation Disputed Claims. Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

15.11.1.5.6 Waiver. The City of Oroville and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.

15.11.1.6 Payments of Undisputed Claims. If a payment due from the City of Oroville for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The City of Oroville's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

15.11.1.7 Subcontractor Claims.

15.11.1.7.1 Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the City of Oroville because privity of contract does not exist, the Contractor may present the City of Oroville a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the City of Oroville shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the City of Oroville. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

15.11.1.7.2 Contractor Certification of Subcontractor Claim. The City of Oroville's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and City of Oroville liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq). The form of Contractor Certification of Subcontractor Claim is included Attachment A to Special Conditions in the Contract Documents.

15.11.1.7.3 City of Oroville Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the City of Oroville are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the City of Oroville to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the City of Oroville, Contractor and Subcontractor.

15.11.1.7.4 Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

15.11.2 Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor, whether on behalf of itself or a Subcontractor, against the City of Oroville for money or damages, including without limitation Claims or portions thereof remaining in dispute after completion of the Section 9204 non-binding dispute resolution procedures described above are deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the Contractor’s initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings pursuant to the following is the Contractor’s compliance with the Government Code Clams Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the City of Oroville seeking money or damages to the City of Oroville and acted upon or deemed rejected by the City of Oroville in accordance with Government Code §900, et seq.

15.11.3 Section 20104.4 Dispute Resolution Procedures; Claims Less Than $375,000. Any Claim, or portion thereof, in dispute after completion of the Section 9204 non-binding dispute resolution procedures and the Government Code Claims Process which is equal to or less $375,000 shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Unless otherwise agreed to by the City of Oroville and the Contractor in writing, the mediation conducted pursuant to Section 9204 procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

15.11.4 Binding Arbitration of Claims Exceeding $375,000.

15.11.4.1 JAMS Arbitration. Any Claim, or portion thereof in dispute after completion of the Section 9204 procedures and the Government Code Claims Process which exceeds $375,000 and any other claims, disputes, disagreements or other matters in controversy between the City of Oroville and the Contractor arising out of, or related, in any manner, to

the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site. The Arbitration shall be conducted by a single arbitrator who is a former judicial officer with knowledge and experience in resolution of public works/construction disputes.

15.11.4.2 Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the City of Oroville or the Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the City of Oroville and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the City of Oroville and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator.

15.11.4.3 Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

15.11.4.4 Arbitration Award. The award rendered by the Arbitrator ("Arbitration Award") shall be final and binding upon the City of Oroville and the Contractor only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The City of Oroville and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

15.11.4.5 Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. By this arbitration provision, the City of Oroville and the Contractor acknowledge and agree that neither shall recover from the other any attorney's fees associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the City of Oroville or the Contractor thereunder. The limited exceptions in the Contract Documents that provide attorney's fees for specific issues shall neither be construed as applying to this arbitration provision under California Civil Code § 1717(a) nor be deemed to be "authorized by the Laws."

15.11.4.6 Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Project Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Code Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Contractor has failed to satisfy all conditions precedent to commencement or maintenance of ab arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

15.11.5 Inapplicability to Bid Bond. The arbitration proceedings described above are not applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond. All claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

15.12 Capitalized Terms. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

15.13 Attorney's Fees. Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the City of Oroville nor the Contractor shall recover from the other any attorney's fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the City of Oroville or the Contractor thereunder. This provision is not intended to expand the parties' right to recover attorneys' fees and the Parties hereby agree to waive, and by entering into the Agreement have waived, any and all right to claim attorneys' fees pursuant to Civil Code § 1717.

15.14 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision

or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

15.15 Prohibited Interests. No employee of the City of Oroville, who is authorized in such capacity on behalf of the City of Oroville to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any Cityural, engineering, inspection, construction or material supply contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.

15.16 No Third-Party Beneficiaries. The Parties do not intend that the Contract Documents confer any right or benefit on any person or entity not a party to the Agreement, whether as a third-party beneficiary or otherwise.

15.17 Days. Unless otherwise expressly stated, references to “days” in the Contract Documents shall be deemed to be calendar days.

15.18 Entire Agreement. The Contract Documents contain the entire agreement and understanding between the City of Oroville and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the City of Oroville and the Contractor.

**[END OF SECTION]**

## SECTION 00 73 00

## SPECIAL CONDITIONS

1. Application of Special Conditions. These Special Conditions form a part of the Contract Documents for the Work generally described as: **C. F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

2. Contract Time. The Contract Time for Substantial Completion of the Work is February 28th, 2025 as set forth in the Notice to Proceed issued by or on behalf of the City of Oroville to the Contractor. All work shall be completed as described in the contract documents. It is the responsibility of the contractor to provide a preliminary construction schedule, for approval by the Owner, identifying all critical milestone dates delineating the necessary sequencing and durations of activities for final completion of the project no more than one (1) week after contract has been awarded.

3. Notice to Proceed; Commencement of Contract Time. The Contractor shall commence Work and the Contract Time shall commence on the date stated in the Notice to Proceed for the commencement of the Work.

4. Hours and Days of Work at the Site.

   4.1. Work Hours/Days. Subject to limitations set forth elsewhere in the Contract Documents and below, the hours/days of Work at the Site are: 7am – 5pm Mondays through Fridays, except for holiday days.

   4.2. Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: when special events or functions are scheduled. The Contractor shall familiarize itself with City of Oroville activities at the Site to avoid Work activity interferences or disturbances to such City of Oroville activities. The Contractor's Construction Schedule shall take into account the City of Oroville activities which limit or preclude Work activities at the Site. It is expected that the Contractor will accommodate critical City of Oroville operations by adjusting scheduling of work including any interruptions to electrical, HVAC, or access to specific buildings. No adjustment of the Contract Time of the Contract price will be allowed due to limitations/prohibitions on Work activities at the Site set forth in these Special Conditions.

5. Site Perimeter Fencing. The Contractor may be required to install, if directed by the City of Oroville, a chain link fence around the perimeter of the Site. Without adjustment of the Contract Time or the Contract Price, the Contractor shall maintain all fencing in good condition and clear of any graffiti or damage. The Contractor shall remove or relocate such fencing as directed by the City of Oroville. The Contractor will not attach any fencing or construction materials to the City of Oroville's landscape, trees, buildings, or property without prior approval from the City of Oroville. All fencing attachments, feet, and latches will be identified and protected with cones to prevent trip and or any other hazards to the public.

6. Project Signage and Barricades. In addition to safety signage required per General Conditions Article 4.9.4, the Contractor shall furnish and install and maintain additional project signage as set forth in the Contract Documents.

7. Facilities/Services for Project Inspector. Pursuant to Article 4.14.2 of the General Conditions, during the Work, the Contractor shall provide/furnish the following facilities/services or other items for use by the Project Inspector: See Attachment B. All costs, fees, expenses or other charges for the following are included within the Contract Price.

8. Rain Days.

8.1. Rain Days Defined and Limitations on Rain Days. In addition to the requirements and limitations set forth in the Contract Documents, including without limitation Article 6.4.1 of the General Conditions, the Contract Time will be adjusted for unusually severe weather conditions resulting from rainfall only if: (i) the Contractor has taken reasonable measures to proceed with the Work notwithstanding inclement weather conditions;(ii) the Contractor demonstrates (by schedule analysis or other means) to the reasonable satisfaction of the City of Oroville that the progress of Work on the critical path of the then current Construction Schedule was affected by unusually severe weather conditions resulting from rainfall; and (iii) the Contractor demonstrates to the reasonable satisfaction of the City of Oroville that the Contractor could not re-sequence Work so that Work activities (whether or not on the critical path of the then current Construction Schedule) not affected by rainfall could have been performed on a Rain Day. The occurrence of precipitation by itself shall not constitute a Rain Day. For purposes of the Contract Documents, a Rain Day occurs when: (ii) there is measurable rainfall occurring on a day when Work is scheduled to be performed at the Site; (ii) there is rainfall sufficiently continuous for at least a three (3) hour period; (iv) the rainfall is sufficiently severe to prevent performance of Work at the Site (rainfall is not deemed sufficiently severe to prevent Work at the Site if there are Work activities which are not materially affected by rainfall and which can be reasonably performed by the Contractor by re-sequencing Work activities); and (iv) after a Rain Day (as defined in (i), (ii) and (iii) above) has occurred, the conditions at the Site are adversely affected by rainfall so that a period of time is necessary to permit sufficient "drying out" of wet conditions at the Site sufficient to permit the continuation of Work.

8.2. Rain Days Incorporated into Construction Schedules. Construction Schedules prepared by the Contractor shall incorporate the following Rain Days. The Contract Time shall not be subject to adjustment for unusually severe weather conditions until the number of Rain Days noted below is exceeded.

| Month | Rain Days |
|---|---|
| January | 4 |
| February | 4 |
| March | 3 |
| April | 2 |
| May | 2 |
| June | 0 |
| July | 0 |
| August | 0 |
| September | 0 |
| October | 2 |
| November | 3 |
| December | 4 |

Rain Days shall be deemed to belong to and owned entirely by the City of Oroville and shall not be used by the Contractor for any other purpose except for approved Rain Day impacts.

9. Liquidated Damages. The per diem rate of Liquidated Damages for delayed Substantial Completion, delayed submission of Submittals and delayed completion of Punchlist shall be as set forth herein.

9.1. Notice to Proceed. The Notice to Proceed will be issued within five (5) days after the bid protest period and will be contingent of the City of Oroville or the City of Oroville's City Council approving the Contract Agreement.

9.2. Construction Start Date. The Construction start date is *NOVEMBER 21, 2022*

9.3. Delivery of Final Construction Schedule and Schedule of Values. Five (5) days after the date of the Notice to Proceed the Contractor will supply the City of Oroville with a complete schedule of values and a Final Construction Schedule.

9.4. Final Completion. If Final Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the City of Oroville for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of Five Hundred Dollars ($500.00).

9.5. Substantial Completion: If Substantial Completion is not achieved on or before expiration of the Substantial Completion date, the Contractor shall be liable to the City of Oroville for Liquidated Damages from the date of Substantial Completion to the date that the Contractor achieves Final Completion of the Work at the per diem daily calendar day rate of Five Hundred Dollars ($500.00).

9.6. Delayed Punchlist Completion. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the City of Oroville for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of Five Hundred Dollars ($500.00).

9.7. Surety Liability. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the City of Oroville for Liquidated Damages due from the Contractor.

10. City of Oroville Provided Temporary Utilities. Pursuant to Article 3.3.5 of the General Conditions, during the Contractor's performance of the Work, the City of Oroville will provide the Contractor with utility services and a point of connection for electrical power and domestic potable water. If the City of Oroville provides any utility services for use by the Contractor: (i) the City of Oroville may discontinue, limit or condition use of such services by a Contractor if the City of Oroville reasonably determines that the Contractor has wasted such utilities, and (ii) the City of Oroville shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any City of Oroville provided temporary utility service is discontinued or disrupted for any reason other than the City of Oroville's non-payment of undisputed utility charges. If provided by the City of Oroville, the Contractor may use the temporary electrical power and domestic potable water service in connection with the Work provided that: (i) the City of Oroville may discontinue, limit or condition use of such services by a Contractor if the City of Oroville reasonably determines that the Contractor has wasted such utilities, and (ii) the City of Oroville shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any City of Oroville provided temporary utility service is discontinued or disrupted for any reason other than the City of Oroville's non-payment of undisputed utility charges.

11. Utility Services Disruption. If any portion of the Work requires the cessation, limitation or other disruption to utility services (including without limitation, electrical power, voice/data services, water, sewer, storm drain, or gas) serving any portion of the City of Oroville's Centennial Cultural Center, the Contractor shall not commence such Work without prior notice to the City of Oroville of the extent and nature of utility service cessation, limitation or disruption and written approval by the City of Oroville to proceed with such Work. The City of Oroville's approval of any cessation, limitation or disruption of utility services may be denied, granted or conditioned in the sole and exclusive discretion of the City of Oroville. The foregoing may include, without limitation, approval conditioned on the Contractor providing temporary utility services and distribution thereof during the cessation, limitation or disruption of utility services during; any such temporary utility services and distributions thereof shall be at the cost and expense of the Contractor without adjustment of the Contract Price or the Contract Time.

12. Mark-Ups on Changes to the Work. In the event of Changes to the Work, pursuant to Article

8 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

12.1. Subcontractor Performed Changes. For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Ten Percent (10%). In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.

12.2. Contractor Performed Changes. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).

12.3. Bond Premium Costs. In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate of One Percent (1%) of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.

12.4. Exclusions from Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment. Similarly, mark-ups on the cost of labor incorporated into a Change shall not be applied to any portion of payroll taxes, fringe benefits and burdens. Profit, overhead and bond costs shall also be excluded from mark-ups.

13. Permits, Fees and Approvals. The Contractor shall obtain and pay for permits, authorizations or approvals necessary for performance and completion of the Work as set forth in these Special Conditions. For any off-site work requiring City or County review and/or approval, Contractor shall coordinate and schedule inspections with City or County. Fees, costs or expenses incurred by the Contractor to obtain such permits, authorizations or approvals are included in the Contract Price.

14. Insurance Coverages

14.1. Contractor Insurance. Pursuant to Article 5 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

| Policy of Insurance | Minimum Coverage Amount |
|---|---|
| Commercial General Liability Insurance | Per Occurrence: One Million Dollars ($1,000,000) |
| | Aggregate: Two Million Dollars ($2,000,000) |
| Workers Compensation | In accordance with the Laws |
| Employers Liability | One Million Dollars ($1,000,000) |
| Builder's All-Risk Insurance (Including resulting damage from collapse, coverage for fire, flood and earthquakes and coverage against damage or loss caused by accidents) | Equal to not less than full insurable value of the Work: Required |
| Contractor's Pollution Liability (As applicable, if Contractor's work involves | Per Occurrence: One Million Dollars ($1,000,000) |

| | |
|---|---|
| SWPPP, the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances) | Aggregate: Two Million Dollars ($2,000,000) |

14.2. Subcontractor Insurance. Pursuant to Article 5 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below

| Policy of Insurance | Minimum Coverage Amount |
|---|---|
| Commercial General Liability Insurance | Per Occurrence: One Million Dollars ($1,000,000) |
| | Aggregate: One Million Dollars ($1,000,000) |
| Workers Compensation | In accordance with the Laws |
| Employers Liability | One Million Dollars ($1,000,000) |
| Contractor's Pollution Liability (As applicable, if Subcontractor's work involves SWPPP, the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances) | Per Occurrence: One Million Dollars ($1,000,000) |
| | Aggregate: Two Million Dollars ($2,000,000) |

15. Vegetation Removal/Vegetation Trimming. All activities relating to the removal of any existing vegetation in or about the Site shall be coordinated with the City of Oroville pursuant to such limitations, restrictions or conditions established by the City of Oroville. Prior to any vegetation removal activities, each Contractor and its Subcontractor performing any portion of the vegetation removal or related activities shall meet and confer with the City of Oroville to establish the scope of removal/trimming. If a Contractor removes or trims vegetation materials without having engaged in such meet and confer with the City of Oroville and the City of Oroville's designation of the scope and extent of removal/trimming, the Contractor shall be responsible for all costs, fees and expenses to replace the removed/trimmed vegetation materials as directed by the City of Oroville.

16. Existing Improvements/Conditions.

16.1. Verification of Existing Improvements/Conditions. Prior to commencement of any portion of the Work, the Contractor shall review the Contract Documents and the existing improvements/conditions in, on or about the area(s) for such portion of the Work to confirm that the actual existing improvements/conditions are consistent with the existing improvements/conditions depicted in the Contract Documents. If any discrepancies exist between actual existing improvements/conditions and those depicted in the Contract Documents, the Contractor shall, prior to commencement of Work in such area notify the City of Oroville Representative and the City, in writing of such variation; as necessary or appropriate, the Contractor shall obtain clarification or direction from the City of Oroville Representative and/or the City to address such variations.

16.2. Damage or Destruction to Existing Improvements/Conditions. If any portion of the Work results in damage or destruction to any existing improvements or conditions in, on or about the Site, the Contractor shall: (i) notify the City of Oroville Representative and the City in writing within four (4) hours of the occurrence of an event of damage or destruction and (ii) repair, replace or otherwise correct such damage/destruction and restore the existing improvements/conditions to the condition existing immediately prior to such damage or destruction at the sole cost and expense of the Contractor without adjustment of the Contract Price or the Contract Time. The foregoing notwithstanding, the Contractor shall not, and shall not permit others to, backfill or cover-up any damage or destruction to

existing improvements/conditions without prior notice by the Contractor to the City of Oroville of backfilling or covering-up of damage/destruction and the City of Oroville's authorization to proceed with backfilling or covering-up.

16.3. No Use of Existing Facilities. The personnel of the Contractor, Subcontractors and other performing Work at the Site shall not use any existing facilities, improvements in, on or about the City of Oroville City Hall Building, including without limitation, trash/rubbish bins/dumpsters, restrooms, food service areas, loading/storage areas and other similar areas.

16.4. Fire, Police, Emergency Access. Each Contractor shall at all times during the Work provide unimpeded vehicular access for the police, fire and other emergency services in and around the Site and adjacent areas. Each Contractor shall provide the City of Oroville, Project Manager and any other public agency designated by the City of Oroville with keys/codes/card keys to all Site perimeter locks.

17. Safety; Security. The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The City of Oroville and employees, officers, agents or representatives of the City of Oroville are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

18. Protection of Work and Property. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, fencing, signs, barriers, lights and watchers for protection of workers and the public and shall post appropriate signs warning against hazards created by such features in the course of the Work. In an emergency affecting life and safety of life, or of the Work, or of adjoining property, Contractor, without special instruction or authorization from City of Oroville, is hereby permitted to act, at is discretion, to prevent such threatened loss of injury. Contract shall effectively secure the Work in place or in progress, including materials and equipment to prevent left, loss or damage, and assume full responsibility for the condition thereof until final acceptance by the City of Oroville.

19. Contractor to Abide by City of Oroville Policies. Contractor, its Subcontractors, Materialmen, Suppliers and all personnel shall observe and comply with all federal, state and local laws, ordinances and public policies while working on and about City of Oroville property and shall also abide by the City of Oroville's Policies.

20. Waste Disposal. No Contractor or any Subcontractors of any tier are permitted to use City of Oroville dumpsters or waste disposal services for removal of waste and debris resulting from the Work. Each Contractor must, without adjustment of the Contract Price, provide for the removal of waste/debris materials from the Site with its own forces or with its own retained waste/debris removal service.

21. Similar Conditions. The intent of the Contract Documents is to provide a fully functional finished product, complete in every respect. Where a specific detail is not shown, the construction shall be similar to that indicated or noted for similar conditions and cases of construction on this project. References of notes and details to specific conditions and locations shall not limit their applicability. Materials for similar use shall be of the same type and manufacturer, unless otherwise indicated or specifically specified to be different in the Contract Documents. Any deviation must be approved in writing, by the City prior to incorporation into the Work.

22. Applicable Codes. All work shall conform with the most recent edition of the California Building Code as adopted and amended DSA and the Laws. All Work shall conform to all applicable requirements set forth in Titles 21 and 24 of the California Code of Regulations. No part of the Contract Documents shall be construed as requiring or permitting Work contrary to the requirements of the Laws.

23. Handicap Access Regulations. The Contractor and all Subcontractors shall comply with Title 24 of the California Code of Regulations relating to Disabled Access Regulations and ADA, Americans With Disabilities Act Regulations whether or not specifically indicated on the Contract Documents. Where existing paths of travel are interrupted due to construction, the Contractor, without adjustment to Contract Price or Contract Time, shall maintain barrier-free paths of travel.

24. Conflicts in Drawings and Specifications. In addition to the provisions of Article 1.12.3 of the General Conditions the following shall apply:

25. Inclusion of conflicting Items: Where an item or portion of the Work is described in conflicting or different terms, the Contractor shall provide without adjustment of the Contract Price, the highest cost alternative that can be reasonably inferred from the Contract Documents, as determined by the City.

26. Locked Door Policy. In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to a Locked Door Policy. No building room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.

**[END OF SECTION]**

# CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM
## (Attachment A to Special Conditions)

Project Name: _____ Project No_____

Pursuant to Article 15.11.1.7.2 of the General Conditions, I certify as follows:

1. The portion of the Claim made on behalf of the Subcontractor to which this certification is attached is made in good faith.

2 I have reviewed the attached Subcontractor Claim and certify that to the best of my knowledge and belief, the amounts claimed for costs, expenses and damages incurred and supporting data submitted to CM/Contractor by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, that are not accurate and complete.

3. The amount requested accurately reflects the amount for which the Subcontractor believes the City of Oroville is liable to Contractor.

4. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq).

5. I am duly authorized to certify the Subcontractor Claim on behalf of the Contractor.

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

Executed at: _____, in the State of California, on _____, 20__.

_____
(Signature)

_____
(Print Name)

_____
(Title)

_____
(Name of Contractor)

# SECTION 01 11 00

## SUMMARY OF WORK

General:

1. City of Oroville will pay any required permit fees
2. Temp fencing and scaffolding shall be provided by contractor for safety and security as needed
3. Structures included in the work are as follows: The Lott House, carriage house, gazebo, caretakers' residence, covered patio, and shed.
4. Contractor to submit a plan and schedule for the work
5. Work will include:
    - Pressure washing of exterior wood surfaces to be painted on all listed structures
    - Remove loose flaking paint from all surfaces to be painted on all listed structures
    - Prime raw wood areas on all listed structures
    - Apply caulking to window and door trim on all listed structures
    - Apply two coats of a quality exterior paint to wood surfaces on all listed structures
        - Contractor to submit color samples and paint specifications for acceptance prior to painting.
    - Painting chimney on Lott House main building to match roof
    - Remove and replace gutters and some down spouts

Wood Rot:

1. Remove and replace all siding, soffit, facia, and trim where visual rot is located
    - Removal and replacement of approximately 320 square feet of 5" rabbit eared lap siding.
    - Removal and replacement of approximately 400 sq ft of 6 5/8" Cottage lap siding.
    - Removal and replacement of approximately 316 linear ft of exterior grade 1x6 corner trim.
    - Removal and replacement of approximately 120 sq ft of 1x3 ship lap soffit board.
    - Removal and replacement of approximately 220 linear ft of 1x8 exterior grade facia.
2. Remove and replace any wood rot revealed during the project that was not previously identified
3. Remove rotted custom baluster railing at front porch of Lott Home second story deck
4. Install new custom balusters on deck with custom railing that matches what was removed as closely as possible
5. Remove rolled roofing on deck to inspect for dry rot, if rot is present, remove and replace decking boards
6. Replace rolled roofing on deck with proper underlayment with 4"x2" drip edge and install torch down rolled roofing
7. Remove gutters and replace with new 5" K-Style gutters with 3" round down spouts

Painting:

1. Pressure washing of exterior wood surfaces to be painted on all listed structures. Total surface area to be discussed at mandatory job walk.
2. Removal of loose flaking paint from all surfaces to be painted on all listed structures
3. Prime raw wood areas on all listed structures
4. Apply caulking to window and door trim on all listed structures
5. Apply two coats of quality exterior paint to wood surfaces on all listed structures
6. Paint chimney on Lott House main building to match roof
7. Full scope of work to be discussed during job walk.

Gutters and Downspouts:

1. Removal and installation of approximately 385 linear ft of new 5" K-style gutters and approximately 12 count of 3" round down spouts.

**City of Oroville**
**ENGINEERING**
1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2424
www.cityoforoville.org

January 7, 2025

Subject: Addendum #1 to Lott Home Painting and Dry Rot Repair Request for Proposal

The following changes are hereby made by this addendum:

1. Revised specification Section 00 42 00 – Bid Proposal.

During the mandatory job walk, it was suggested that the Bid Proposal break out individual bid items. It was also suggested that each building be bid separately. Please use the attached revised Section 00 42 00 – Bid Proposal Form when you submit your bid.

Thank you,

Alyssa Stutz, P.E.
Assistant Director of Public Works / City Engineer

# SECTION 00 42 00
# BID PROPOSAL

**Project: C.F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

| | | |
|---|---|---|
| Bidder Name | _____ | |
| Bidder Representative(s) | _____<br>Name and Title<br>_____<br>Name and Title | |
| Bidder Representative(s) Contact Information | Email Address(es)<br>_____<br>_____ | Phone/Fax<br>(_____) _____<br>Telephone<br>(_____) _____<br>Fax |
| Bidder Mailing Address | _____<br>Address<br>_____<br>City/State/Zip Code | |
| California Contractors' License | _____<br>Number<br>_____<br>Classification(s) and Expiration Date | |

1. Bid Proposal.

1.1 Bid Proposal Amount. Two separate bid schedules are included: the first assumes the presence of Hazardous Materials, and the second assumes there are no Hazardous Materials. Both bids should include the cost of performing testing and preparing a Hazardous Materials Report. Based on the testing results, the corresponding bid amount will be used. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as:

**C.F. LOTT HOME: PAINTING AND DRY ROT REPAIR**

**Project Title: Lott Home Painting and Dry Rot Repair**

**Bidder:**_____

**BID SCHEDULE # 1 – Hazardous Materials Are Present**

| Item No. | Item | Estimated Quantity | Unit | Unit Price (In Figures) | Total (In Figures) |
|---|---|---|---|---|---|
| 1 | Hazardous Material Test | | LS | | |
| 2 | Mobilization and Demobilization | | LS | | |
| 3 | Lott House – Paint Preparation | | LS | | |
| 4 | Lott House – Painting | | LS | | |
| 5 | Lott House – Siding Dry Rot Repair | | SF | | |
| 6 | Lott House – Trim Dry Rot Repair | | LF | | |
| 7 | The Lott House – Soffit Dry Rot Repair | | SF | | |
| 8 | Lott House – Shutter and Vent Dry Rot Repair | | LS | | |
| 9 | Lott House – Baluster Railing (second story deck) Dry Rot Repair | | LS | | |
| 10 | Lott House – Fascia/Barge Board and Finial Dry Rot Repair | | LS | | |
| 11 | Lott House – Rolled Roofing (second story deck) | | LS | | |
| 12 | Lott House – Gutter and Downspout Replacement | | LS | | |
| 13 | Carriage House – Painting and Dry Rot Repair | | LS | | |
| 14 | Gazebo - Painting and Dry Rot Repair | | LS | | |
| 15 | Caretaker's Residence - Painting and Dry Rot Repair | | LS | | |
| 16 | Covered Patio - Painting and Dry Rot Repair | | LS | | |
| 17 | Covered Patio – Column Repair | | LS | | |
| 18 | Shed - Painting and Dry Rot Repair | | LS | | |
| | | | | **TOTAL** | |

**BID SCHEDULE #2 – Hazardous Materials Are Not Present**

| Item No. | Item | Estimated Quantity | Unit | Unit Price (In Figures) | Total (In Figures) |
|---|---|---|---|---|---|
| 1 | Hazardous Material Test | | LS | | |
| 2 | Mobilization and Demobilization | | LS | | |
| 3 | Lott House – Paint Preparation | | LS | | |
| 4 | Lott House – Painting | | LS | | |
| 5 | Lott House – Siding Dry Rot Repair | | SF | | |
| 6 | Lott House – Trim Dry Rot Repair | | LF | | |
| 7 | The Lott House – Soffit Dry Rot Repair | | SF | | |
| 8 | Lott House – Shutter and Vent Dry Rot Repair | | LS | | |
| 9 | Lott House – Baluster Railing (second story deck) Dry Rot Repair | | LS | | |
| 10 | Lott House – Fascia/Barge Board and Finial Dry Rot Repair | | LS | | |
| 11 | Lott House – Rolled Roofing (second story deck) | | LS | | |
| 12 | Lott House – Gutter and Downspout Replacement | | LS | | |
| 13 | Carriage House – Painting and Dry Rot Repair | | LS | | |
| 14 | Gazebo - Painting and Dry Rot Repair | | LS | | |
| 15 | Caretaker's Residence - Painting and Dry Rot Repair | | LS | | |
| 16 | Covered Patio - Painting and Dry Rot Repair | | LS | | |
| 17 | Covered Patio – Column Repair | | LS | | |
| 18 | Shed - Painting and Dry Rot Repair | | LS | | |
| | | | | **TOTAL** | |

The Bidder confirms that it has checked all of the above figures and understands that neither the City of Oroville nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

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

_____ **Addenda Nos. _____**received, acknowledged
**(initial)** and incorporated into this Bid Proposal.

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

following:

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

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

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the City of Oroville the Agreement in the form attached hereto within seven (7) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the City of Oroville, the Bidder awarded the Contract shall deliver to the City of Oroville: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the City of Oroville's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the City of Oroville may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.

4. Contractors' License. The Bidder certifies that: (i) it is possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.

5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the City of Oroville is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the City of Oroville. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents.

The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

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

_____
(Typed or Printed Name)

Title: _____

**OROVILLE CITY COUNC**
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**January 07, 2025**
**SPECIAL MEETING**
**MINUTES**

# CALL TO ORDER / ROLL CALL

Present Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

# CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council met with City Administrator and City Attorney regarding potential exposure to litigation – two cases.

2. Pursuant to Government Code section 54957, the Council met with Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees.

# OPEN SESSION

1. Announcement from Closed Session – Direction given, no action taken.

2. Pledge of Allegiance – Led by Councilmember Riggs

3. Adoption of Agenda – Motioned by: Vice Mayor Smith Seconded by: Councilmember Goodson

AYES: Councilmember(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

# PRESENTATIONS AND PROCLAMATIONS

None this meeting.

# PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Kenleigh Palmer; The CameraMan; Lisa Torres; Bill Speer.

# REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   Councilmember Johnstone: Announced on January 29th the Continuum of Care will be holding a workshop, and volunteers are needed for the Point in Time Survey.

   Councilmember Webber: Spoke on the speed limit blink signs along 5th avenue and stated he believed they are effective at slowing drivers down. He reminded the public that the next Oroville Community Development Coalition meeting will be on 01.14.2025 at 5:30PM at the Southside Community Center.

   Mayor Pittman: Read a statement to the City Council, reflecting on the 2024 year and all that the City has achieved.

2. Administration Reports

   Pat Piatt, Director of Community Development: Provided the Council with an update on the marketing campaign. They will work on using the words/phrases “building opportunity” and “Oroville” to see what marketing ideas they can come up with. There is a poster that will be showing on the Lamar Electronic billboard soon.

   Frederick Mayo, Director of Public Works: Thanked Councilmember Webber for the recognition on the radar signs on 5th Avenue. Provided the Council with an update in regard to the airport and recent monthly statistics. The Lott Home RFP should be receiving quotes back soon. The RFP for Hewitt Park closes on February 4, 2025. Lastly, he provided the Council with an update on Bedrock Park, the Corp Yard and an RFP to come regarding the Corp Yard move.

   Ron Belser, Director of Code Enforcement: Provided the Council with statistics regarding his department for the month of December 2024.

   Amy Bergstrand, Director of Business Assistance and Housing Development: Announced that there are First Time Home Buyer and Owner-Occupied Dwelling funding available.

   Brian Ring, City Administrator: Welcomed Jason Wines, Interim Chief of Police.

# CONSENT CALENDAR

Consent calendar **items 1 - 10** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

The Consent calendar was approved by the following vote:

Motioned by: Councilmember Riggs Seconded by: Councilmember Goodson

AYES: Councilmember(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

**1. AMENDMENT NO. 1 TO THE CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR THE MISSION ESPERANZA PROJECT**

This item removed from the Consent calendar and voted on separately:

The City Council approved amending the construction contract with Butte Construction Company to cover the additional costs of the construction phase of the Mission Esperanza project by adopting Resolution No. 9337- A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Approve An Amendment To Agreement No. 3467 Butte Construction Company To Complete The Mission Esperanza Project In An Amount Not To Exceed $2,970,000, Plus A 10% Contingency For A Total Amount Of $3,300,000 by the following vote:

Motioned by: Councilmember Riggs Seconded by: Vice Mayor Smith

AYES: Councilmember(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: Councilmember Webber

**2. PROFESSIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP FOR ANNUAL LONG-TERM MONITORING REPORTS FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS**

The City Council approved a Professional Services Agreement with Adams Ashby Group in the amount of $42,000 for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for four (4) multi-family rental housing projects, for three (3) years by adopting Resolution No. 9338 - A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Execute A Professional Services Agreement With Adams Ashby Group, Inc, In The Amount Of $42,000, To Prepare The Annual Long-Term Monitoring Report For Home Multi-Family Rental Housing Projects, For Three (3) Years.

**3. MOTOROLA RADIO ENCRYPTION LICENSING**

The following member of the public submitted public comment on this item: The CameraMan.

The City Council authorized the purchase of encryption licensing for public safety radios to meet current Department of Justice (DOJ) requirements, in the amount of $98,201.22.

## 4. AT&T MAINTENANCE AGREEMENT FOR 911 CALL TAKING EQUIPMENT

The City Council authorized the Police Department to extend the maintenance contract with AT&T by one year. This extension will cost $59,585.80, however will be reimbursed by the California Office of Emergency Services (CalOES).

## 5. INCREASE LICENSE FOR BODY CAMERAS AND TASERS

The following member of the public submitted public comment on this item: The CameraMan.

The City Council authorized the Police Department to increase the contract with Axon to add additional body cameras and Tasers. This increase will cost $84,670.28 over 25 months.

## 6. PUBLIC WORKS COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM AND BUDGET ADJUSTMENT

This item removed from the Consent calendar and voted on separately:

The City Council approved an Agreement with Websoft Developers for their MobileMMS Computerized Maintenance Management System (CMMS) by the following vote:

Motioned by: Councilmember Riggs Seconded by: Councilmember Goodson

AYES: Councilmember(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

## 7. STREETLIGHT DATA SOFTWARE SUBSCRIPTION – FUNDING SOURCE CORRECTION BUDGET ADJUSTMENT

The City Council approved a change to the funding source for the StreetLight Data subscription, from Traffic Impact Fees to existing appropriation included in the Fiscal Year 2024/25 budget.

## 8. SUBSCRIPTION TO RIB SPECLINK

The City Council approved a subscription to RIB SpecLink, a cloud-based software for the efficient creation of engineering project specifications.

**9. RESOLUTION TO DELEGATE MAYOR TO SIGN AGREEMENTS WITH CALTRANS AND TO SIGN PROGRAM SUPPLEMENT NO. F009 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECT NO. 03-5142F15**

The City Council authorized the Mayor to be the authorized person to sign agreements with Caltrans on the City's behalf by adopting Resolution No. 9339. The Council also authorized the Mayor to sign Program Supplement No. F009 to Administering Agency-State Agreement for Federal-aid Projects No. 03-5142F15.

**10. APPROVAL OF THE 12.03.2024 and 12.17.2024 CITY COUNCIL REGULAR MEETING MINUTES**

The City Council shall approved the drafted 12.03.2024 and 12.17.2024 City Council Regular Meeting Minutes.

## REGULAR BUSINESS

**11. PROFESSIONAL SERVICES AGREEMENT WITH THE FERGUSON GROUP FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES**

The City Council approved a Professional Services Agreement with The Ferguson Group for Federal legislative advocacy services by the following vote:

Motioned by: Councilmember Johnstone Seconded by: Councilmember Riggs

AYES: Councilmember(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

**12. PROFESSIONAL SERVICES AGREEMENT WITH SHAW, YODER, SCHMELZER, ANTWIH & LANGE FOR STATE LEGISLATIVE ADVOCACY SERVICES**

The City Council approved a Professional Services Agreement with Shaw, Yoder, Antwih, Schmelzer and Lange for State legislative advocacy services by the following vote:

Motioned by: Councilmember Johnstone Seconded by: Vice Mayor Smith

AYES: Councilmember(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

**13. ISSUANCE OR SALE OF DUTY FIREARM TO RETIRED POLICE CHIEF BILL LAGRONE**

The City Council approved selling retired Police Chief Bill LaGrone's service firearm to him for $1.00 as a token of the City's appreciation for his twenty-two plus years of service to the City of Oroville by the following vote:
Motioned by: Councilmember Johnstone Seconded by: Councilmember Goodson

AYES: Councilmember(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

**14. BUDGET ADJUSTMENT FOR ELECTION COSTS**

The City recently conducted an election on November 5, 2024, incurring expenses totaling $136,405.22. The City Council adopted Resolution No. 9340 approving the budget adjustment as recommended by the following vote:
Motioned by: Councilmember Goodson Seconded by: Councilmember Riggs

AYES: Councilmember(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

## PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

None received.

## PUBLIC HEARINGS

**No Public Hearings this meeting.**

## FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   i. **Fire Department - December Statistic Report**

## ADJOURN THE MEETING

This meeting was adjourned at 7:29PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

**OROVILLE CITY COUNC**
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**January 07, 2025**
**REGULAR MEETING**
**MINUTES**

Present Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, and Mayor David Pittman

# OPEN SESSION

1. Pledge of Allegiance – led by Council Member Riggs
2. Adoption of the Agenda – Motioned by: Council Member Goodson, Seconded by Council Member Riggs.

   AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
   NOES: None
   ABSENT: None
   ABSTAINED: None

# PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Bobby O'Reiley and Bill Speer.

# REGULAR BUSINESS – Action Calendar

**1. SWEARING IN CEREMONY FOR NEWLY ELECTED CITY COUNCIL MEMBERS**

The City Council and Assistant City Clerk conducted a Swearing-In Ceremony for the newly elected City Council Members.

**2. APPOINTMENT OF VICE MAYOR FOR 2025**

The Council selected Eric Smith to remain as Vice Mayor of the Oroville City Council for 2025 by the following vote:

Motioned by: Council Member Thomson Seconded by: Council Member Webber

AYES: Council Member(s) Johnstone, Reynolds, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSENT: None
ABSTAINED: None

**3. COUNCIL APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS**

The Mayor suggested appointments of Council Members to various Committees, Commissions and Boards for appointments expiring in January or February 2025. The Mayor made these assignments, and the Council approved the suggestions by the following vote:

Motioned by: Council Member Reynolds Seconded by: Council Member Thomson

AYES: Council Member(s) Johnstone, Reynolds, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman
NOES: None
ABSENT: None
ABSTAINED: None

# ADJOURNMENT

This meeting was adjourned at 8:23PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

**OROVILLE CITY COUNC**
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**January 21, 2025**
**REGULAR MEETING**
**MINUTES**

# CALL TO ORDER / ROLL CALL

Council Members: Chuck Reynolds, Scott Thomson (absent), Tracy Johnstone, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

# CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and the City Attorney regarding potential exposure to litigation – one case.

2. Pursuant to Government Code section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position title: Department Heads and Contract employees.

3. Pursuant to Government Code Section 54957.6, the Council met with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units.

# OPEN SESSION

1. Announcement from Closed Session – Assistant City Attorney David Ritchie reported that the Liebert, Cassidy, and Whitmore opinion on the City Charter will be made a public document. Direction was given, no action was taken.

2. Pledge of Allegiance – Led by Council Member Reynolds

3. Adoption of Agenda – Motioned by Council Member Goodson Seconded by Vice Mayor Smith

AYES: Council Member(s) Reynolds, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

# PRESENTATIONS AND PROCLAMATIONS

## 1. HAVEN OF HOPE ON WHEELS PRESENTATION

Haven of Hope on Wheels is a mobile outreach program. The initiative aims to provide essential services to underserved and vulnerable populations within our community. Kevin Thompson presented this item to the City Council, who accepted it for information.

The following member(s) of the public submitted public comment on this item:

Donna Pulley, Levi Kniss, Daniel Drake, Bonita Malone, Earl Lewis, Frank Johnson, Angel Yang, Toby Dowd, Pastor David Goodson, Don Noble, Lisa Torres, Bryan Williams, Frank Martin, Bill Bynum, Josh Jamison, Carol Zanon and Annette Robinson.

# PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Vanessa Gist, The CameraMan, Bryan Williams, Bill Speer.

# REPORTS / DISCUSSIONS

1. Council Announcements and Reports

**Council Member Webber:** Thanked those that attended the OCDC event at the Southside Community Center in Oroville. He spoke on the MLK day celebration and requested an update on Bedrock Park in regard to the project timeline.

**Vice Mayor Smith:** Spoke on his attendance at the International Sportsman's Expo in Sacramento. There was a "Visit Oroville" recreation booth set up at the event.

**Council Member Goodson:** Spoke on the MLK Day event at the Southside Community Center with Pastor Kevin Thompson. There was a record crowd in terms of attendance, with over 300+ attendees. She thanked Jordan's Crossing for their hard work and efforts that went into the event.

2. Administration Reports

**Patrick Piatt, Director of Community Development:** Announced that there will be a 311 program update to come at the next meeting.

**Brian Ring, City Administrator:** Announced that CalWater will be holding a public hearing, he provided the details of this hearing. He announced that fluoride will be removed from the City water by April of this year.

**Kayla Reaster, Assistant City Clerk:** Provided the City Council with an update in regard to current Public Record Act statistics.

**Frederick Mayo, Director of Public Works:** Announced that the CMMS Pavement Management program will take approximately 45 days for integration. In addition, the Lott Home RFP for dry rot repair and painting closed today and the Cal Oak RFP has been posted. There will be a decorative fence update for the Table Mountain Blvd at the next City Council meeting. Lastly, he announced that the SR 162 project will be wrapped up on February 18, 2025.

**Jason Wines, Interim Chief of Police:** Reported on the Citizen RIIMS 2.0 Records Management System, mentioned that there will be a swearing-in ceremony at the next meeting for 2 new officers. He provided the following statistics from the City's flock cameras: 430 hot list alerts received; 200+ vehicles were stolen, and they assisted in one kidnapping. Lastly, he announced there will be a "Coffee with the Chief" event at Mugshots on January 29, 2025 from 8:30AM-10:00AM.

**Amy Bergstrand, Director of Business Assistance and Housing:** Reiterated that her December 2024 monthly report can be found in the correspondence section of the agenda packet. There will be an opening event of the Lincoln Street Apartments on Wednesday, January 22, 2025 at 10AM.

**Chris Tenns, Assistant Fire Chief:** Firefighters are still down south assisting with the fires in the Los Angeles area. They will be staying down there in preparation for the next wind event.

**Ruth Duncan, Director of Finance:** Announced there will be a Banking RFP to come.

# CONSENT CALENDAR

Consent calendar **items 1 - 6** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

The Consent Calendar passed by the following vote:

Motioned by: Council Member Johnstone Seconded by: Council Member Goodson

AYES: Council Member(s) Reynolds, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

**1. CONTINUATION OF AGREEMEEMENT WITH LIVE VIEW TECH (LVT) FOR MOBILE SURVEILLANCE CAMERA TRAILER SUBSCRIPTION**

This item was pulled from the Consent Agenda and voted on separately.

The City Council approved and authorized the City Administrator to sign for a continued agreement with Live View Tech for a 12-month period, beginning Jan 1, 2025, through Dec 31, 2025, for the cost of $37,746 by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

AYES: Council Member(s) Reynolds, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

**2. APPROVAL OF THE CALRECYCLE TCU20 LOCAL TIRE WASTE CLEANUP GRANT**

The City Council approved the CalRecycle TCU20 Tire Waste Cleanup Grant in the amount of $40,000.00 by adopting Resolution No. 9341.

**3. CONSIDER AND ADOPT SIDE LETTER AGREEMENT BETWEEN TEAMSTERS AND THE OROVILLE CITY EMPLOYEE'S ASSOCIATION AND THE OROVILLE MANAGERS ASSOCIATION TO INCLUDE REQUIRED LANGUAGE TO ENROLL AND ESTABLISH EMPLOYER CONTRIBUTIONS IN their MEDICAL PLANS**

The City Council adopted the language on the attached side letter agreement between Teamsters Security Fund and the City of Oroville to establish employer contributions toward medical insurance for the Oroville City Employee's Association (OCEA) and the Oroville Manager's Association (OMA).

**4. SURPLUS OF AGED MISCELLANEOUS FIRE EQUIPMENT AND TRANSFER TO INDIAN VALLEY VOLUNTEER FIRE PROTECTION DISTRICT**

The City Council declared various fire rescue equipment as surplus and transferring the equipment to the Indian Valley Volunteer Fire Protection District (IVFPD).

**5. AUTHORIZATION TO SURPLUS AND SELL VEHICLES, CARGO, AND MISCELLANEOUS ITEMS**

This item was pulled from the Consent Agenda and voted on separately.

The following member(s) of the public submitted public comment on this item: Bill Speer.

The City Council approved the surplus and sale of vehicles, cargo, and miscellaneous items that are no longer cost-effective to maintain, repair, or store. They provided direction to staff to reach out to various non-profit organizations in the area to see if they would be interested in the surplus equipment first.

Motioned by: Council Member Reynolds Seconded by: Council Member Goodson

AYES: Council Member(s) Reynolds, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

**6. AUTHORIZATION TO AWARD PROFESSIONAL SERVICES AGREEMENT FOR JANITORIAL SERVICE AT ALL CITY FACILITIES TO BUTTE COMMUNITY SERVICES**

This item was pulled from the Consent Agenda and voted on separately.

The City Council approved a professional services agreement (Agreement No. 3533) for janitorial services for all City facilities to Butte Community Services, in an amount not-to-exceed $4,000.00 per month or $48,000.00 annually by the following vote:

Motioned by: Council Member Reynolds Seconded by: Council Member Goodson

AYES: Council Member(s) Reynolds, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: Council Member(s) Johnstone and Webber

# REGULAR BUSINESS

**7. INTRODUCTION OF AN ORDINANCE TO AMEND SUBSECTION 13.30 OF THE OROVILLE MUNICIPAL CODE IMPLEMENTING A COMMUNITY CHOICE AGGREGATION PROGRAM WITH PIONEER COMMUNITY ENERGY (PCE)**

The City Council introduced an ordinance to amend Subsection 13.30 of the Oroville Municipal Code. In order to continue to move forward with PCE, changes in the City Municipal Code are needed.

The following member(s) of the public submitted public comment on this item: David Goodson.

The City Council waived the first reading of Ordinance No. 1884 by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

AYES: Council Member(s) Reynolds, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

## 8. PRIORITY DISPATCHING FOR THE FIRE DEPARTMENT

The City Council approved the implementation of Priority Dispatching within the City of Oroville for the Fire Department by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Webber

AYES: Council Member(s) Reynolds, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

## 9. MUNICIPAL CODE DISCUSSION WITH REGARD TO VACANT BUILDINGS

The City Council had a discussion on how vacant buildings in the community that are not under construction or repair, not in compliance with City code, are contributing to blight, or are not being appropriately monitored and maintained can be problematic to crime, economic development and to property values. Options to address this issue, which include actions outlined in Chapter 9 of the Oroville Municipal Code will be discussed.

The following member(s) of the public submitted public comment on this item: David Goodson.

Direction was provided to staff to seek what options are available to mitigate issues with vacant buildings.

## 10. OPTIONS FOR FILLING VACANT TREASURER POSITION

The City Council considered the options for filling the vacant City Treasurer position. The City Council voted to put this matter on the ballot in 2026 by the following vote:

Motioned by: Council Member Johnstone Seconded by: Council Member Goodson

AYES: Council Member(s) Reynolds, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

**11. REQUEST FOR SPONSORSHIP OF THE ROTARY CLUB OF OROVILLE'S ANNUAL ROTARY ROUNDUP**

The City Council voted to approve a table for 8 at a cost of $600.00 by the following vote:

Motioned by: Council Member Johnstone Seconded by: Council Member Goodson

AYES: Council Member(s) Johnstone, Goodson, Webber, Vice Mayor Smith

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: Council Member Reynolds, Mayor Pittman

# PUBLIC HEARINGS

**None this meeting.**

# PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

None.

# FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

   Council Member Johnstone: Airport Day Donation (seconded by Goodson and Webber)

2. Correspondence

   i. 555 Oro Dam Blvd E – Alcohol Beverage License

   ii. 2401 5th Avenue – Alcohol Beverage License

   iii. Business Assistance and Housing Development Monthly Report – December 2024

   iv. 01.10.2024 – Thank You Card from Butte County Office of Education

   v. Public Participation Hearings (PPHs) CalWater

# ADJOURN THE MEETING

The meeting was adjourned at 7:51PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

# CITY OF OROVILLE
# STAFF REPORT

**TO:** MAYOR PITTMAN & COUNCIL MEMBERS

**FROM:** PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

**RE:** CUSTOMER ENGAGEMENT – 311 SYSTEM

**DATE:** FEBRUARY 4, 2025

## SUMMARY

The City of Oroville is implementing a new community engagement tool known as a 311 system. This system will enhance communication between the City and its residents by providing an efficient platform for reporting and addressing community issues, such as maintenance requests, service inquiries, and non-emergency concerns. After a thorough evaluation of multiple proposals, Catalis has been selected as the service provider for the new 311 system.

## DISCUSSION

A 311 system is a valuable resource for municipalities seeking to foster transparency, accountability, and responsiveness. It serves as a centralized hub for residents to report issues and access City services, enabling staff to streamline workflows and improve response times.

The City issued a Request for Proposals (RFP) for the implementation of a 311 system and received 13 responses. Of these, six proposals were not considered due to their cost structure, which exceeded the City's budgetary constraints. The remaining seven proposals were evaluated based on integration capabilities, user accessibility, technical support, and cost-effectiveness. The review committee, consisting of representatives from Public Works, Information Technology, and Community Development, ranked Catalis as the top choice due to the following factors:

1. **Integration**: Catalis' system seamlessly integrates with the City's new website and existing software, providing a cohesive experience for both residents and staff.
2. **User-Friendly Interface**: The platform is intuitive and accessible, accommodating a diverse user base.

3. **Technical Support**: Catalis offers 24/7 technical support and extensive training resources to ensure a smooth rollout and sustained functionality.
4. **Cost-Effectiveness**: The system is competitively priced, offering robust features without exceeding the allocated budget.

Implementation of the 311 system will involve collaboration across departments to configure the platform, train staff, and inform the community. Once operational, residents will be able to access the system via phone, website, and a mobile app.

## FISCAL IMPACT

Annual recurring cost of $25,750 and an implementation one-time cost of $20,000 for a first year cost of $45,750. The system is expected to improve operational efficiency and reduce costs associated with manual processes over time.

## ACTION REQUESTED -

Staff recommends that the City Council:

1. Approve the selection of Catalis as the service provider for the City's 311 system.
2. Authorize the City Manager to execute the necessary agreements and oversee the implementation process.

## ATTACHMENTS

1. Proposal from Catalis
2. Draft Agreement (in substantial form)

# AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this ___th day of _____, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Catalis Public Works & Citizen Engagement, LLC, 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;

C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. SERVICES.
The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on XXX XX, 20___ unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed a one-time fee of $20,000 and an annual fee of $25,750 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the DISTRICT.

5. CONTRACT ADMINISTRATION.

5.1. The CITY's Representative. Unless otherwise designated in writing,_____ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in Charge shall not be replaced without the written consent of the CITY.

5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.
6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.
Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably

withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.
8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING.
The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the 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 is required by law.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR 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 legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.
The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.
The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.
It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

16. NOTICE.
All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:
City of Oroville,
1735 Montgomery Street,
Oroville, California, 95965
Attention: City Administrator

CONTRACTOR:
Organization Name
Street Address,
State ZIP
Attention: _____

17. GOVERNING LAW.
This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. ENTIRE AGREEMENT; MODIFICATION.
This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. 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. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. 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.

21. AUTHORITY TO ENTER AGREEMENT.

The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2025.

CONTRACTOR:

_____
{Name, Title}

CITY OF OROVILLE:

_____
Brian Ring, City Administrator

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

CATALIS™



# Proposal for

## Oroville, CA

## Request for Proposals - 000075
## 311 Citizen Relationship Management (CRM) Solution

**Proposal Prepared By:**
Mike LeBeau
Regional Sales Manager

CATALIS™
ADVANCING GOVERNMENT. ENGAGING CITIZENS.

The City of Oroville, CA Community Development
1735 Montgomery Street
Oroville, CA 95965

July 17, 2024

Re: RFP 000075 – 311 Citizen Relationship Management (CRM) Solution

Dear Ms. Snow,

Catalis Public Works and Citizen Engagement, LLC (Catalis) is pleased to enclose our response to the City of Oroville's Request for Proposals for a 311 Customer Request Management System. We are excited to offer our solution, Catalis Request Management Enterprise (RME), to the City. We have read and understand the unique issues faced by the City, and we have enclosed a comprehensive solution in our response.

The Catalis Request Management Enterprise system is designed to streamline the complete request management process. In addition to entering requests, users can access the knowledge base, check the service request map, monitor incoming requests, and manage single or multiple issues. In no time at all, any user, regardless of technical experience, can master the clean, intuitive interface. Over 300 government entities and call centers across North America use this citizen request management software to improve citizen service, increase efficiency and effectiveness, re-engineer processes, and measure performance.

Among the many reasons why Catalis Request Management Enterprise is a nationally recognized CRM system:

- RME subscription is for unlimited users, so there are no limitations for growth, either now or in the future.
- RME is one of the only municipal CRM systems to offer the option of a mobile management app. Using RME Management, employees can reduce inefficiencies and improve workflows in the field using our mobile and tablet friendly browser view.
- Citizens will be able to submit service requests, view news, check request status, and more directly from the City-branded mobile application.

At Catalis, we pride ourselves on being at the forefront of CRM technology. We are committed to continuously improving our solution and staying ahead of industry trends. By partnering with us, the City will gain access to the latest CRM features, updates, and integrations, ensuring that your business remains competitive and at the cutting edge of customer relationship management technology.

Please feel free to contact me with any additional questions or clarifications you may have.

Sincerely,

Mike LeBeau

Mike LeBeau, Regional Sales Manager
Mike.lebeau@catalisgov.com | 203-590-9997

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# EXECUTIVE SUMMARY

Catalis is the leading provider of citizen relationship management solutions for municipal government agencies. With over 25 years of experience in the industry, we have honed our skills and developed a deep understanding of the complexities involved in managing citizen interactions and services. Our extensive experience uniquely positions us to deliver a robust 311 solution for the City of Oroville. We understand the specific needs and challenges faced by municipalities and are committed to providing a solution that enhances efficiency, improves communication, and elevates the overall citizen experience.

Our solution, Request Management Enterprise (RME), stands out as the most affordable and effective option on the market. Specifically designed for municipal governments, RME facilitates better interactions with citizens, enhancing communication and service delivery. The system offers a comprehensive suite of features for both users and city staff.

- Users benefit from a service web portal, a City-branded mobile application, call center capabilities, and notification functionalities.
- For City staff, RME provides essential tools for viewing and updating service requests, generating reports, managing administrative levels, and handling user profiles.

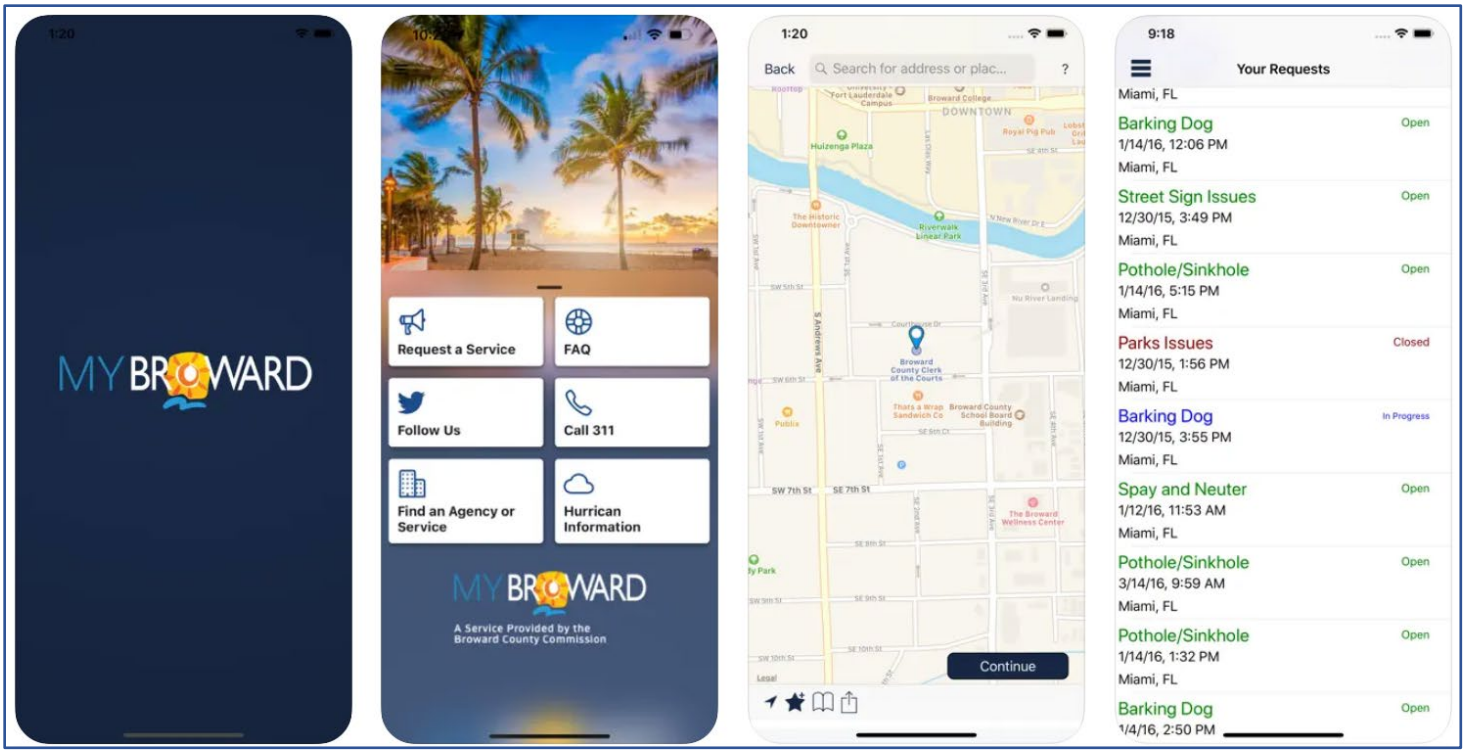
Catalis RME is designed as a long-term solution for municipal governments. Over 300 municipalities and call centers across North America utilize our RME solution, serving populations ranging from 1,700 to 2 million residents. Municipal staff rely on RME daily to efficiently update, enter, and manage service requests, thereby enhancing citizen service. This widespread use emphasizes RME's effectiveness in enhancing citizen service, boosting efficiency, optimizing processes, and measuring performance.

A 311 call center serves as a centralized hub for citizens to report non-emergency issues, make service requests, or seek information about municipal services. Centralization streamlines communication, ensuring that all citizen requests are efficiently recorded and directed to the appropriate departments. Catalis' RME solution provides the City with a dedicated platform for engaging with their residents.

Citizens have expressed a stronger sense of connection with their municipality after the adoption of our RME solution, providing a convenient channel to voice concerns and seek assistance. Citizens also enjoy the convenience of utilizing the self-service options within RME for effortless submission and management of their requests. This empowers them to initiate service requests, track their progress, and receive updates seamlessly, enhancing their overall experience through improved accessibility and efficiency.

After contract signing, Catalis will provide the City with an initial project schedule to include system set up, project planning and management, training for administrators and end-users, and ongoing service and upgrades.

We look forward to the opportunity to delve deeper into how Catalis can revolutionize the City of Oroville's 311 and citizen request management processes. Our exceptional track record, unparalleled industry expertise, and state-of-the-art software will undoubtedly bring about a substantial transformation to the City's efficiency, accuracy, and overall success.



# VENDOR BACKGROUND

Catalis is the transformational SaaS provider powering all levels and sizes of government – municipalities, counties, states, and federal agencies. Our deep expertise, proven track record, and thoughtfully configured digital solutions have helped public servants across the U.S. and Canada to deliver at their highest ability on behalf of their communities.

## Values

What We Believe In & How We Will Behave In Pursuit Of Our Mission & Vision

The name “Catalis” is inspired by the word “catalyst,” which describes our mission: to serve as a catalyst for creating a modern digital government. Our extensive industry expertise, proven track record, and purpose-built digital solutions empower public officials to advance government and engage citizens through technology. Headquartered in Alpharetta, GA, we deliver fully integrated solutions to government agencies that streamline workflows, save time, and improve public engagement.

Our proven solutions empower over 7,000 government entities across North America. We deliver contactless government services, increased citizen engagement, and improved operating efficiencies. Catalis drives innovation and transformation with best-in-class technology to meet the expectations of a modern digital government.

As a provider of software solutions for local, county, and state government entities, we pride ourselves on developing long-lasting partnerships. Together, we can help the City harness the latest technology to connect your citizens directly with your local government. Many customers have not only returned to Catalis for other services and software needs but have also collaborated with our development teams to create the powerful functionality you see in all our products today. We regularly engage our customers in the product development process.

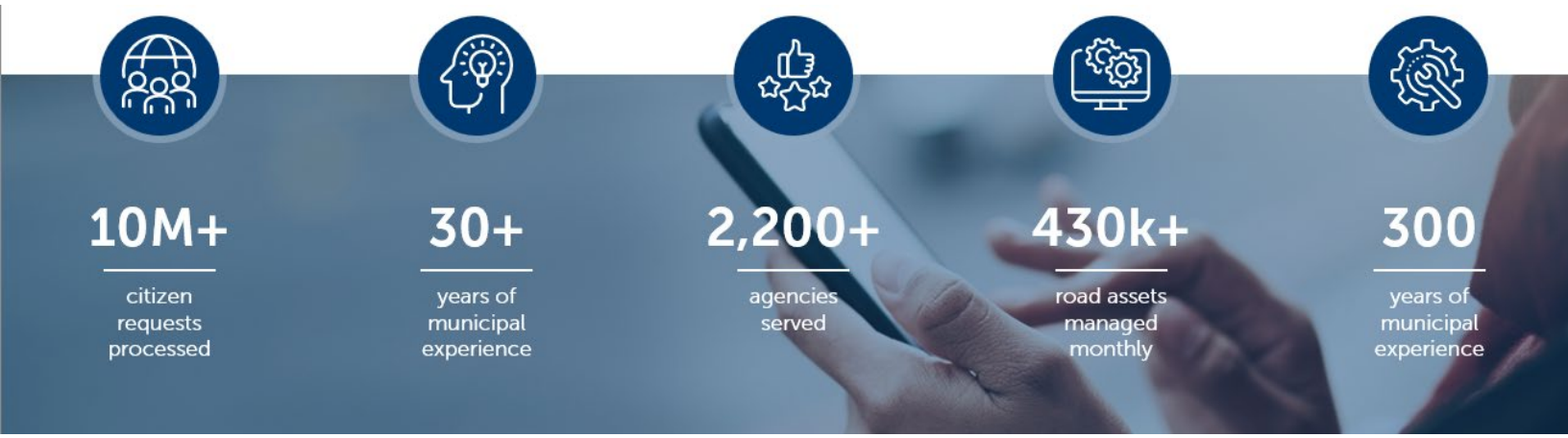
Catalis empowers municipalities to practice data-informed decision-making to provide value and benefit to their ratepayers. Our staff consistently strives to be curious and push the boundaries for connecting and simplifying municipal information. As a customer-driven service provider, our trusted advisors are dedicated to delivering advanced solutions that improve everyday municipal operations.

**Best-in-Class Support**
Dedicated customer support from local government experts to help your municipality address challenges and simplify workflows

**One-Stop Shop**
Unified solutions and services to centralize municipal information and drive data-informed decisions

Our transformational solutions provide a unified platform built to streamline government operations to help courts and justice agencies automate workflows, increase efficiencies with industry-leading technology, and improve citizen access to justice with integrated solutions.

The team at Catalis is very excited about the possibility of partnering with the City on this important initiative. With a history of successful implementations, we are fully prepared to perform the task of deploying municipalities' new software.

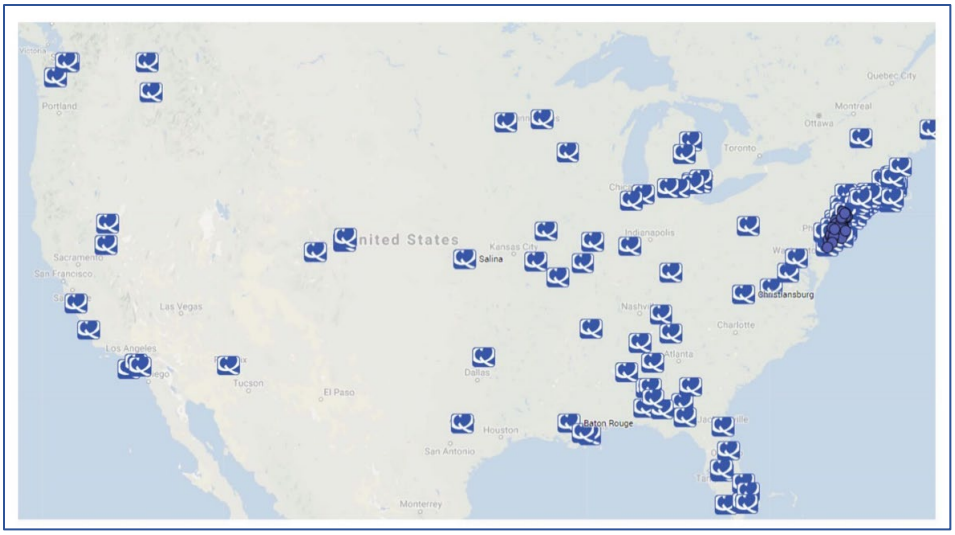



For over two decades, we have worked hard to earn and maintain our strong reputation for successful, affordable, and timely implementations. We continually add new features and update our software at least twice a year. By listening to our customers, we can also incorporate their most progressive and beneficial ideas - all while offering unparalleled educational services on-site and online.

## 311 Request Management Experience

Today, Catalis is an industry leader in web-based software for local and county governments. Hundreds of government entities and call centers across the country use our citizen request management software to improve citizen service, increase efficiency and effectiveness, reengineer processes, and measure performance, making us the preferred provider of Customer Relationship Management software in the US.

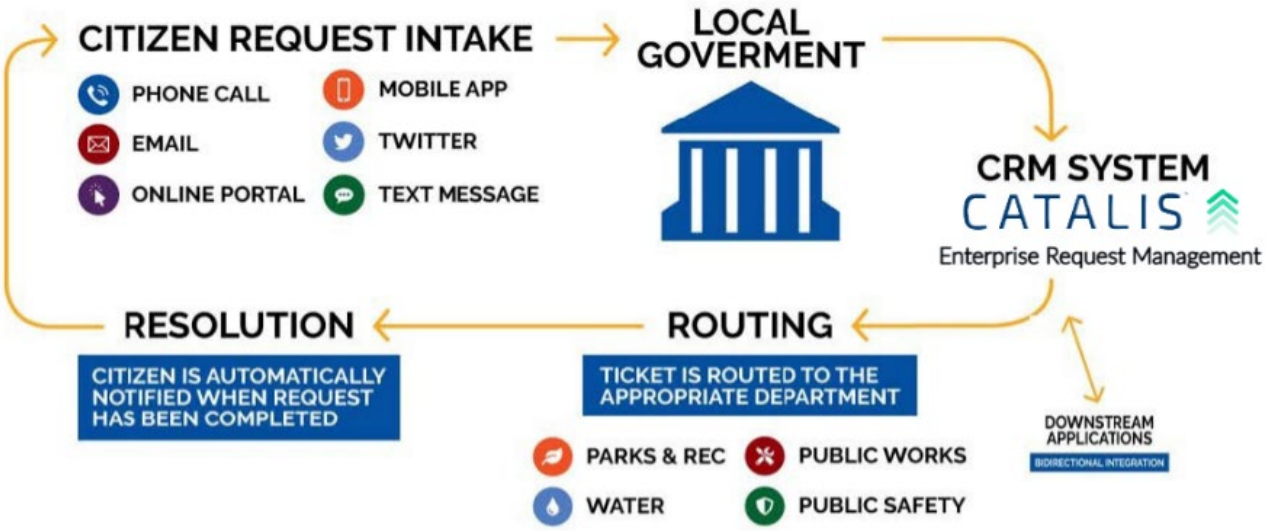
In 2018, Catalis acquired QScend Technologies. Founded in 1998, QScend had achieved an impressive market presence for a company of its size, primarily due to its premier product, QAlert - a CRM designed for municipal government first. QAlert is the leading CRM solution for communities small and large. Catalis currently provides CRM solutions for over 300 customers across the country. The acquisition also allows QScend access to numerous partnerships with sister companies under the Catalis umbrella to provide customers with a variety of market-leading software and service offerings.




By leveraging this partnership with QScend, Catalis can offer tailored software solutions to innovate the Customer Relationship Management process. Our deep understanding of the government technology industry means that we deliver software solutions that meet the specific needs of each client. Catalis' combined team has extensive experience in the Customer Relationship Management industry, enabling us to accommodate unique requirements and deliver solutions that align with our customers' business goals.

Today QAlert is known as Catalis Request Management Enterprise (RME). RME allows the City's residents to issue a service request via the mobile app, calling in (internal staff tools make logging a call quick and easy for staff) or visiting the web portal. RME also has the ability to accept a report via inbound text, tweet, and email.

We understand the City of Oroville is looking for a user-friendly, centralized system to track communication with its residents. RME will meet and exceed these needs, as outlined in our proposal.



# Key Personnel

Catalis takes pride in its 20-year history of providing CRM solutions, reflecting our deep-rooted expertise in this field. Our dedicated key personnel are the driving force behind this wealth of experience, underscoring our unwavering commitment to delivering exceptional solutions to our valued municipal clients. With our well-established legacy and a team of seasoned experts, we are well-poised to offer tailored, industry-leading solutions that empower municipalities to achieve their CRM objectives with confidence.

At the time of this proposal, Catalis estimates key personnel listed below will be committed to implementations resulting from this contract.

Teresa Yeager
Executive Vice President

Fedor Trojeglasow
Vice President of Application Development

Matt Pors
Director of Implementation

Dennis Lind
Software Development Manager

Bruce Yong Li
Project Coordinator

Noshay Matanga
Head of Product

Rafia Moazam
Director of Support

Key personnel resumes have been provided on the following pages.

# Teresa Yeager

## Executive Vice President

### WORK EXPERIENCE

**Catalis**

**Executive Vice President** — March 2020 - Present

- Active member and decision maker of the executive leadership team, accountable to deliver shareholder value.
- Manage team of nine direct reports and effectively lead 96 total employees.
- Delivering consistent value to our clients, resulting in a CSAT score of over 90%
- Developing a great place to work for our rockstar staff members through an employee value proposition to attract and retain talent.
- Improved the delivery of implementations (cost, quality, and schedule) from 307 to 60 days.

**MuniSight (Acquired by Catalis in 2020)**

**Chief Executive Officer** — February 2020 - Present

- Responsible for managing all business units including Development, Product, Sales, Support, and Implementation.
- Managed team of nine direct reports and 24 total employees
- Strategically positioned company to maximize valuation through delivery of
- Managed pre and post-acquisition activities on the sell-side, including due diligence to prospective private equity buyers
- Substantially improved productivity by developing four-member customer success team responsible for expansion and upselling

**Vice President** — July 2019 – February 2020

- Prioritizing delivering on cost, quality, and schedule by optimizing service teams through implementation of new standard operating procedures and KPIs
- Client relationship development, grant qualifications, contract negotiations, delivery of exceptional service, and exceeding client expectations.
- Achieved a new product adoption rate of 67% by executing a commercialization strategy for three product launches in one quarter.
- For existing clients, mitigated churn, improved CSAT and NPS scores, and reduced TtV (Time to Value) by leveraging industry best practices.
- For new clients, improved onboarding and implementation and reduced TtV by 300%
- Created and implemented a service support model that ensured the continued delivery of value throughout the customer lifecycle.

- Implemented training programs, use cases, and product offerings to improve company software and ensured customer requests for product enhancements were met

### Director of Customer Success — October 2018 – July 2019

- Responsible for leading 3 departments: Customer Success, Tier I & II Support, and Renewals/Expansion Sales. Direct reports: 14.
- Responsible for the development and implementation of a service support model to ensure we are delivering value throughout the customer lifecycle.
- Implemented new standard operating procedures and KPIs to optimize the service teams resulting in an increase in billable hours of 32% and contribution percentage by 19%, while still delivering on cost, quality and schedule.

## CARPROOF

### Senior Sales & Performance Manager — July 2017 – October 2018

- Responsible for leading 3 departments: Customer Success, Inside Sales, Data Acquisition.

### Sales & Retention Manager — July 2016 – July 2017

- Responsible for leading team of Inside Sales Representatives and Product Specialists.
- Redefined expectations of the Product Specialist team including restructuring team into Account Performance Managers; acting as industry experts and customer consultants.

### Inside Sales Manager — February 2016 – July 2016

- Responsible for leading team of Inside Sales Representatives. Direct reports: 4.
- Defined expectations and KPI's, new compensation plans, revised account territories, telephone sales skills, and SPIN selling Skills.

## PPG Industries

### National Account Manager — May 2013 – January 2016

- Responsible for leading Canadian Tire account sales, specifically CIL, Glidden, and Woodcare brands.

### Regional Sales Manager – Lowe's Canada — January 2011 – May 2013

- Responsible for the launch and sales of all Lowe's Canada stores, specifically Olympic Paint & Stain. Direct reports: 4. Growth of +21% from 2011 – 2013.
- Built entirely new sales team of Territory Managers for Canada including onboarding, coaching and mentoring. Within 8 months became #1 sales team in North America.

### ADESA

**Sales & Marketing Supervisor** June 2005 – January 2011

- Responsible for leading dealer business growth. Direct reports: 6.
- Set growth objectives and implemented strategies to achieve budgets.

## EDUCATION

Harvard Business School | Owner Presidents Management OPM 62, 2022 – 2024

Telfer School of Management at the University of Ottawa | Bachelor of Commerce – Honours Marketing and Human Resources, 2004 – 2006

University of Ottawa | Bachelor of Administration – Business, Management, Marketing, and Related Support Services, 2001 - 2004

# Fedor Trojeglasow

## Vice President of Application Development

## WORK EXPERIENCE

### Catalis

**Vice President of Application Development** — 2022 - Current

- As the Vice President of Application Development, I oversee the strategic build-out of high-quality and secure applications. I play a crucial role in scaling the company's infrastructure, while implementing industry-leading practices across several product groups. My leadership extended beyond the technical aspects, as I guided the company through a period of increased technological advancement, ensuring optimum efficiency and security in all our offerings.

### MuniSight (acquired by Catalis in 2020)

**Software Development Manager > Director of Technology** — 2019 - 2022

- At MuniSight, my commitment to excellence and technical proficiency saw me rise from the position of a Software Development Manager to the Director of Technology. In this role, I was responsible for managing a robust development team, along with scaling the IT infrastructure in line with the evolving business needs. Successfully spearheaded the company's transformation from a traditional IT model to a SaaS-focused business, enabling the company to deliver more flexible and scalable solutions to clients.

### NIRIX

**Software Development Lead** — 2011 - 2019

- As the Software Development Lead at an advanced cloud service provider, NIRIX, I managed a high-performing development team to construct the underlying SaaS platform. My role was integral to aligning the platform's development with the company's strategic objectives. Throughout my tenure, I championed innovative solutions, driving the creation of robust, reliable, and secure cloud services that significantly enhanced the company's market presence.

## EDUCATION

Northern Alberta Institute of Technology | Software Development, Business Analysis, 2009

# Dennis Lind

## Software Development Manager

## WORK EXPERIENCE

### Catalis

**Software Development Manager** 2022 – Present

- Leading and managing a team of developers in the design and implementation of software solutions.
- Overseeing project timelines, ensuring on-time delivery, and meeting quality standards.
- Collaborating with cross-functional teams and stakeholders to gather requirements and define project scopes.
- Implementing effective agile methodologies to streamline development processes.

### MuniSight, a Catalis Company

**Software Development Lead** 2017 - 2022

- Led the development team in designing and implementing software solutions for MuniSight projects.
- Collaborated with project managers and stakeholders to define project goals and deliverables.
- Implemented best practices for coding standards and conducted code reviews.
- Played a key role in the successful delivery of software projects within deadlines.

### Accurate Assessment Group/MuniSight

**Senior Software Developer** 2007 - 2017

- Contributed to the design and development of software applications for the assessment industry.
- Led initiatives to improve software architecture and enhance system performance.
- Collaborated with cross-functional teams to troubleshoot and resolve software defects.
- Mentored junior developers and provided technical guidance.

## EDUCATION

University of Alberta | Computing Science, 1993-1997
NAIT | Computer Networking, 2000
Dev Studios | Web Development & Design, 2003-2004

## CERTIFICATIONS

- Adv. High School Diploma with Honors
- MCP/MCSD/MCSD.NET
- Web Dev. Diploma

# Matthew Pors

## Director of Implementation

### WORK EXPERIENCE

**Catalis**

**Director of Implementation** — **November 2022 - Current**

- Leads team to ensure clients are successfully onboarded onto their new products for the PWE vertical. Monitors and improves client satisfaction during implementation. Responsible for Implementations Team hitting internal and external metrics of cost, quality, and schedule. Point of escalation for issues that may arise for PWE implementations.

**MuniSight (Now Catalis)**

**Project Manager/Asset management Specialist** — **April 2020 – November 2022**

- Ensure assigned projects hit Cost, Quality, and Schedule metrics. Work with internal teams to improve communication and efficiency for new implementations. Reduce time to product delivery for our clients. Ensure smooth implementation of new products for our clients. Support Municipalities with Infrastructure Asset Management through document preparation, data analysis, and general consultation.

**West Fraser LTD.**

**Process Engineer** — **February 2016 – April 2020**

- Description of Responsibilities – Project Commission/Project management, Monitor and develop KPI's. Troubleshoot plant equipment and process issues. Perform data analysis on plant operations and production downtime. Work closely with day-to-day operations for project commissioning, troubleshooting, and optimization. Developed Functional Specifications and worked with DCS group to implement control strategies.

### EDUCATION

University of Alberta, Canada | Bachelor of Science (BSc) in Chemical Engineering, 2010-2015

### CERTIFICATIONS

- Professional Certificate in Asset Management Planning (IPWEA)
- Project Management Series – Record of Achievement (University of Alberta)

# Bruce (Yong) Li

## Enterprise Project Coordinator

## WORK EXPERIENCE

### Catalis

**Enterprise Project Coordinator** — 2022 Mar - Present

- Specialized in Infrastructure Asset Management overseeing 30+ accounts for their formal documents, workshops, and organizational recommendations.
- Worked within a complex, matrixed vertical systems utilizing Salesforce, Smartsheet, and a plethora of other communication/project management tools.
- Managed many integrations across an array of software to provide a "One Stop Shop" of solutions for any range of obstacles.
- Project Lead for over 13 complex and unique implementations closely working with multiple members across different teams and organizations.

### CEPro Energy Group

**Project Manager** — 2021 May – 2021 July

- Reviewing well site data and preparing all technical aspects for well decommission.
- Managing complex projects with many moving parts and coordination.
- Effective onsite supervision of work crews for all aspects of decommissioning, including service rigs, wireline, cut and cap, and surface level equipment removal/scrap.
- Collecting soil samples to test in labs for classic or elevated disposal.
- Providing expertise when any out of the ordinary events occur, deterring any ambiguity from the incident, clearing a direct path to the solution.

## EDUCATION

University of Calgary | Bachelor of Science in Chemical Engineering, 2021

## CERTIFICATIONS

- H2S
- First Aid
- APEGA EIT (Engineer in Training)

# Noshay Matanga

## Product Manager

## WORK EXPERIENCE

### Catalis

**Product Manager** 2022 -2024

- Leads product management efforts for Catalis Public Works and Citizen Engagement (PWE) Solutions, including Permitting and Licensing Management.
- Develop and implement strategic roadmaps for PWE solutions, ensuring on-time project completion within cost, quality, and schedule.

### MuniSight

**GIS and Software Implementation - Team Lead** 2019 - 2022

- Led a team in delivering MuniSight Software Solutions to municipalities across North America, successfully completing over 50 onboarding projects.
- Streamlined implementation processes by establishing new SOPs and facilitating cross-training initiatives.
- Ensured that MuniSight's client partners got the most value from their software and service subscriptions.

**Jr. GIS Technician** 2018 - 2019

- Managed GIS, agricultural, planning, and asset datasets for municipalities across Canada.
- Responsible for spatial data creation and custom cartography.
- Configured MuniSight products for new clients as per project specifications.

### Government of Manitoba

**GIS / Field Surveillance Technician** 2016 - 2018

- Performed active West Nile Virus and Black-legged Tick surveillance for the Manitoba Health Department.
- Provided in-house GIS services to Policy Analysts in the Department of Manitoba Health, Seniors & Active Living.
- Documented methodologies and prepared technical documents for ongoing GIS projects, including written reports and presentations.

## EDUCATION

Niagara College | Post Graduate Certificate: GIS – Geospatial Management, 2013

Queen's University | Bachelor of Science: Physical Geography, 2012

# Rafia Moazam

## Director of Software Support

## WORK EXPERIENCE

### Catalis

**Director of Software Support** — 2022 - Present

- Description of Responsibilities – In this role, establishment and leadership of a sophisticated Smart and Healthy Software Support Department, catering to the diverse requirements of customers throughout North America is my primary goal. My key responsibilities include driving and implementing strategic initiatives, fostering collaboration with cross-functional departments to optimize software performance, and cultivating a culture of professional development within the team. The overarching goal is to deliver an exceptional customer experience for our municipal clients in utilizing our suite of software solutions to effectively serve the needs of their ratepayers.

### MuniSight

**Software Support Manger** — 2017 - 2023

- Description of Responsibilities - In this role, I led a 15-member technical support team, ensuring the day-to-day operations ran smoothly and customer issues were efficiently resolved, maintaining high levels of satisfaction. I provided strong leadership by fostering a positive work environment, coaching team members, and conducting regular performance reviews. I served as a point of escalation for complex customer issues, analyzed feedback and support metrics for continuous improvement, and empowered the team with necessary tools and training. Establishing and monitoring key performance indicators (KPIs) was integral to meeting or exceeding service-level agreements. Overall, my role emphasized proactive problem-solving and effective communication to deliver exceptional customer support.

### Accurate Assessment Group Ltd

**GIS/Support Analyst** — 2013 - 2017

- Description of Responsibilities - I served as a support analyst, managing tier 2-3 support requests, prioritizing tasks, and ensuring project delivery on time. I specialized in support for various solutions including ESRI, Intergraph GeoMedia, Webmap and Leica mobile GPS. Engaging with clients in Alberta, Canada, I executed GIS tasks, spatial data creation, analysis, maintenance, offering custom cartography and data integration & training.

## EDUCATION

Fatima Jinnah University | MSc. Environmental Sciences, 2004

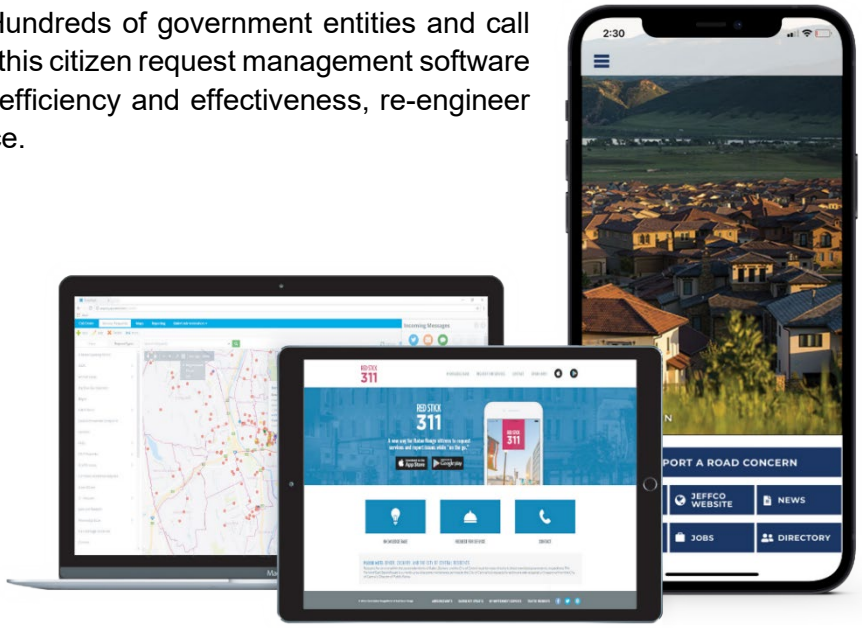
## CERTIFICATIONS

- Pryor Learning -- Leadership, Team- Building and Coaching Skills

# Proposed Solution

Request Management Enterprise is the most affordable and effective CRM/311 software on the market. Hundreds of government entities and call centers across the United States use this citizen request management software to improve citizen service, increase efficiency and effectiveness, re-engineer processes, and measure performance.

Request Management Enterprise is designed to streamline the complete request management process. In addition to entering requests, users can access the knowledge base, check the service request map, monitor incoming requests, and manage single or multiple issues. In no time at all, any user, regardless of technical experience, can master the clean, intuitive Catalis interface.




Citizen engagement is easy with Request Management Enterprise. As people communicate through many channels today, Catalis puts a great amount of effort into incorporating the latest tools to increase citizen engagement. The City of Oroville's residents can engage not only by phone, but also via a customizable web portal, City-branded smartphone application, dedicated text line, Twitter integration, and email accounts.

### Call Center and Call Entry Functionality

Users sign in to Request Management Enterprise based on their roles, seeing only what is needed to do their jobs effectively. Everyone can enter a request. The One-Screen View minimizes the time of call center staff on each call.

### Reporting

Present City service request data in ways that enhance processes, services, budget development, and government transparency.

### One Database

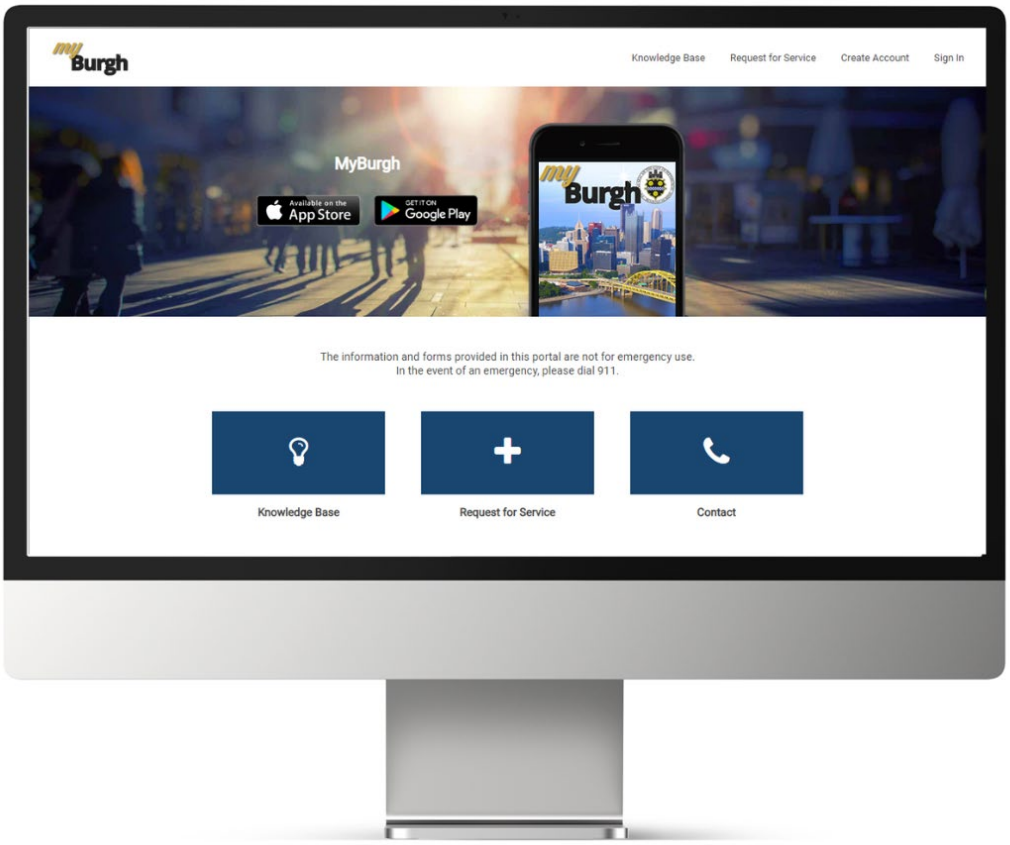
Create a unique record of interaction with each citizen, address, or location. The City's staff can have informed conversations with the public and address new issues, acting on a request's history, when appropriate.

### Connectedness

Catalis provides several ways to integrate software, social media, and mobile technologies into the City's citizen service initiative.

## *Service Web Portal*

Styled by Catalis designers to match the City's existing website and branding, the Service Portal is a one-stop shop for your citizens to self-help from the web or mobile device. The City can customize this portal. Citizens can either be required to create an account or allowed to remain anonymous, depending on the City's preference. If the City chooses to let them create an account, they can log in and see the status of previously submitted requests.

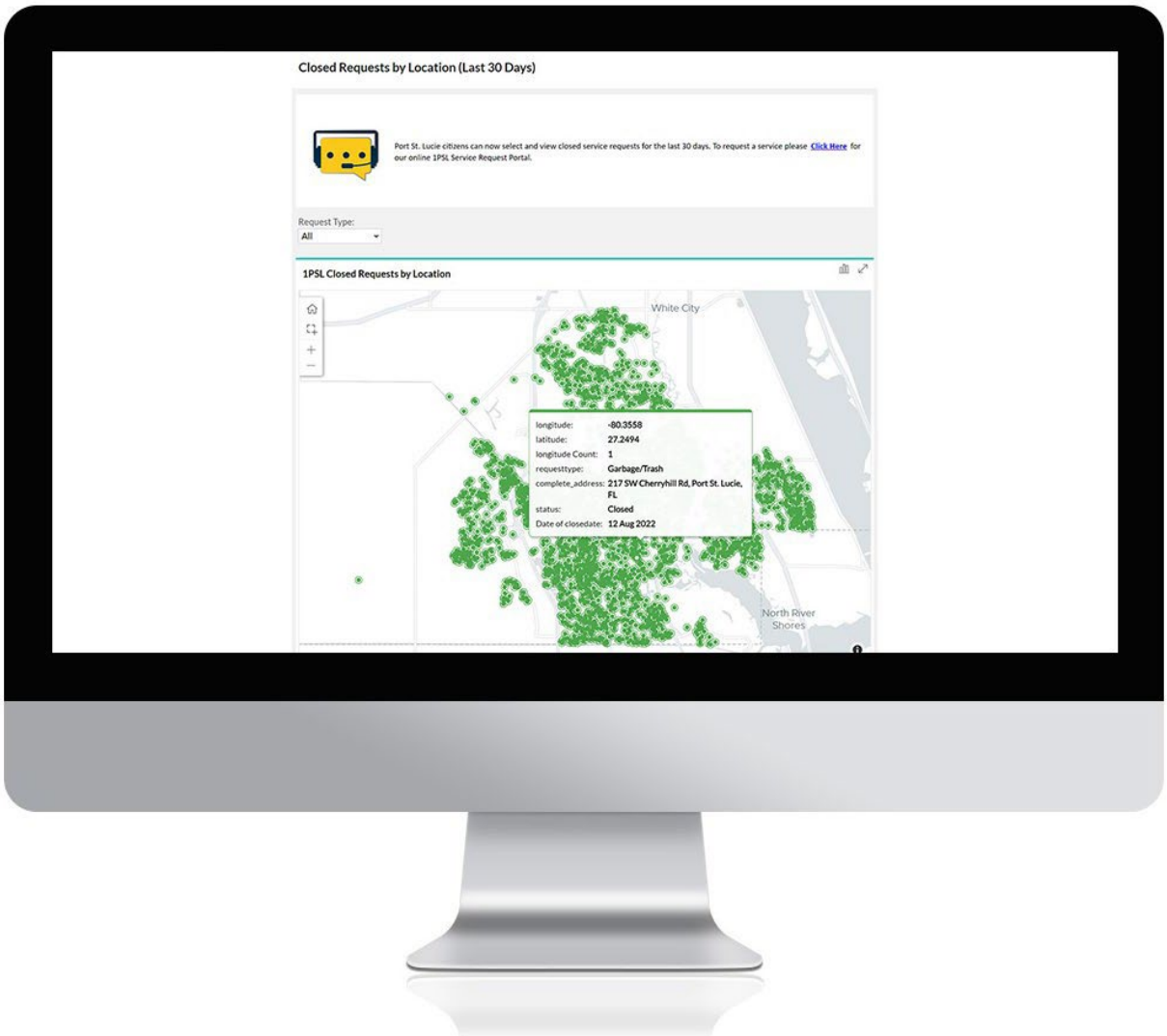



**Features may include:**

- App advertisement banner.
- Contact page.
- Service request input form.
- Service request specific required information based on what is being reported.
- Google map base with street view
- Multiple files and/or images uploader
- Knowledge Base.
- Account login.
- Account settings.
- Automatic service level expectation responses to citizen once report is issued.
- Notification preference customization, where the resident can request an email, text, and/or robocall.

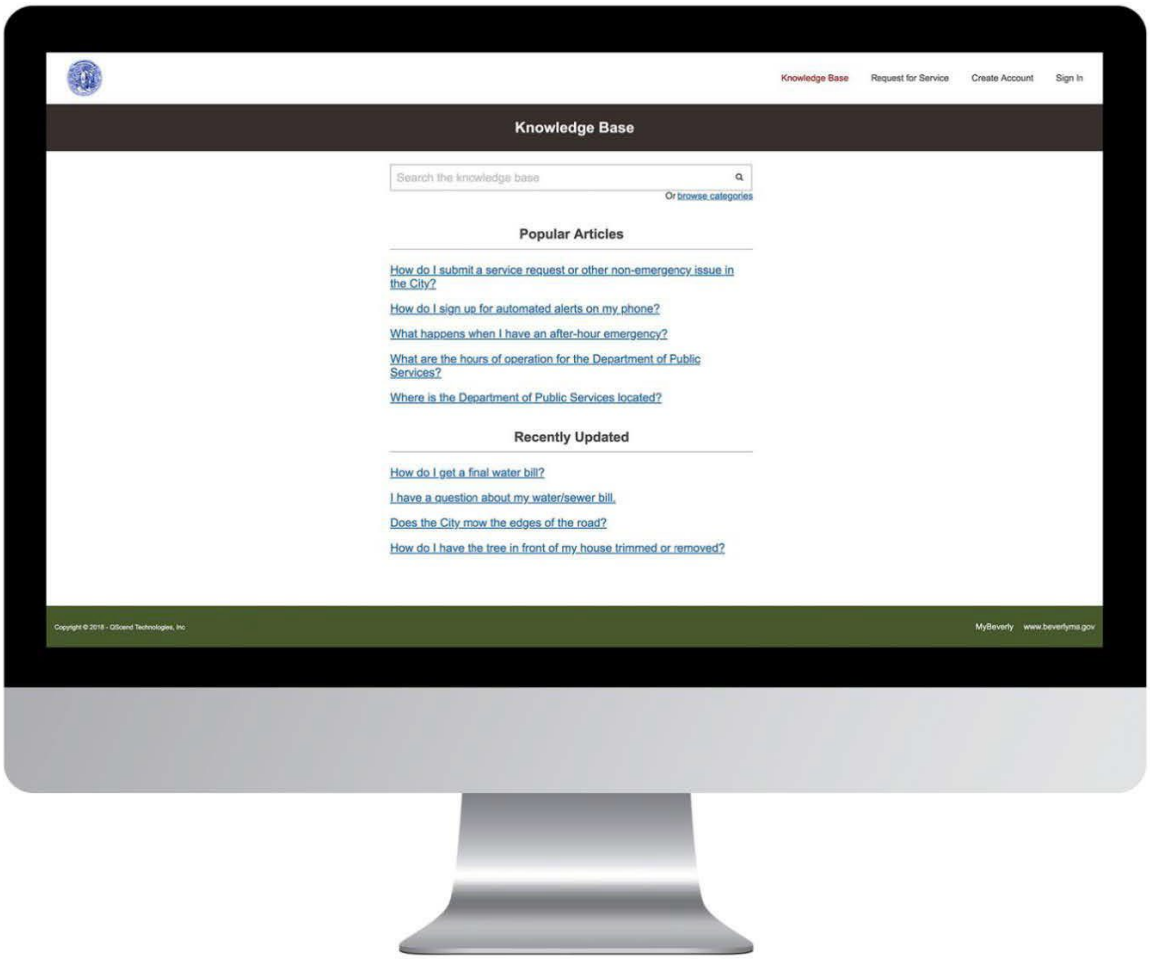
## *Performance Transparency*

Setup dashboards for residents to view real time data at the City's control. The exact data you want to provide and how you want to display it to your community is at your control. Charts, graphs, or maps can be set up with a number of configurable filters for residents to toggle through.



## *Knowledge Base and FAQ*

The City of Oroville's Request Management Enterprise knowledge base is an ever-growing centralized repository of information. The City has the option to tag popular articles and feature recently updated articles. The knowledge base supports video, links, and images along with any content provided by the City. Residents can search for information via keyword or browse by category. The ability for citizens to find answers to their questions via the portal significantly reduces phone calls to staff.



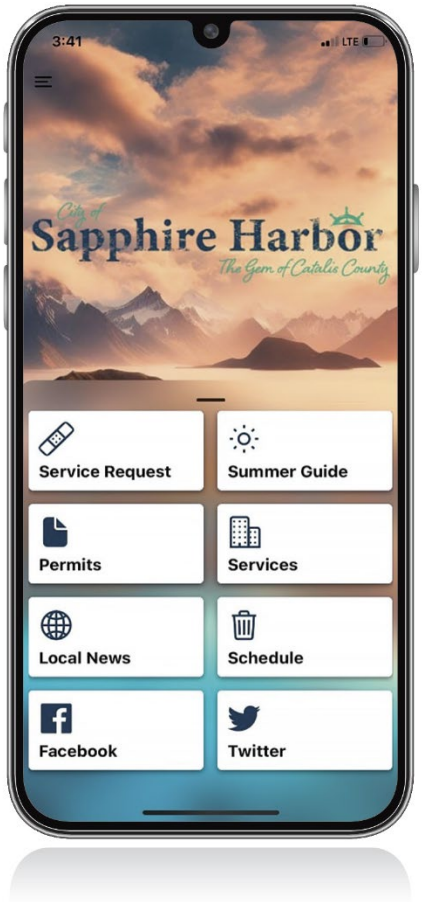

**Features may include:**

- Articles searchable by keyword
- Articles searched by category.
- Popular articles and recently updated auto-populate.
- Citizen can issue feedback on article by marking it helpful or not – Thumps up or down.
- Archive and version management
- Internal authors by category
- Public (resident can see) and private (staff only) articles.

## *Citizen Mobile Application*

With the City's branded mobile application, citizens can quickly access information and report an issue directly from their mobile phones. The Request Management Enterprise mobile application is highly customizable, and widget options are endless.

Available on iPhone and Android, the application will allow residents to self-help from the palm of their hand.



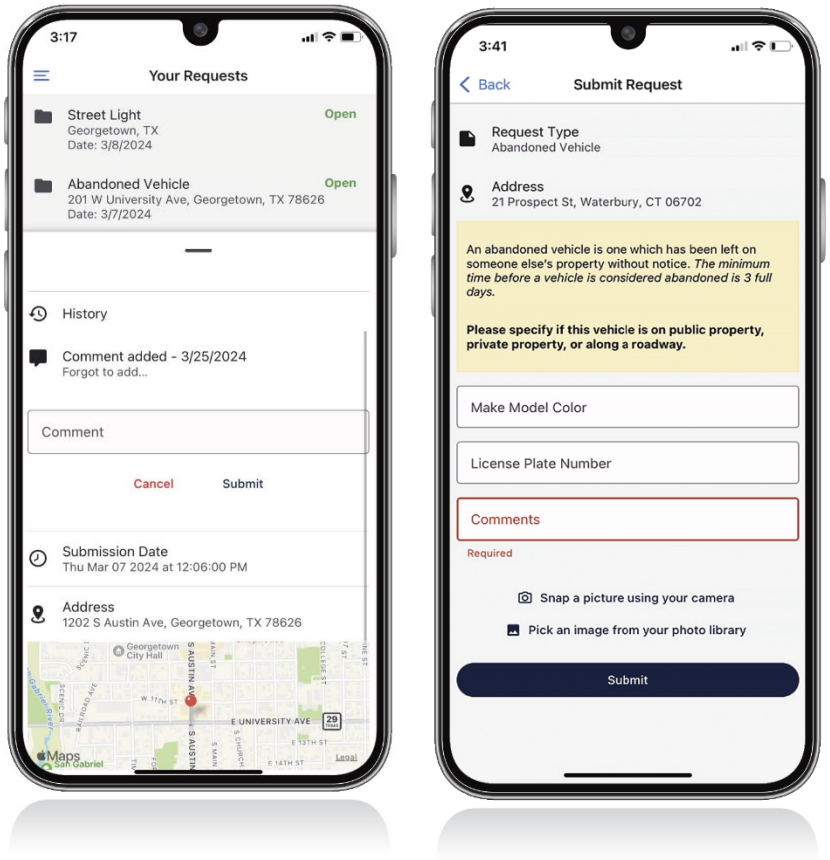

The City's citizen mobile application enables residents to track progress of the requests they put into the system as well as receive push notification during any status change or update. When setting up an account users have the option to also receive notifications via SMS, Email or Voice.

## *Notifications – Notices*

With the Notices feature, the City can display alerts about emergent events like road closures or announcements for upcoming community events. Notices can be triggered contextually, to ensure message delivery to people most likely to be affected by the information.

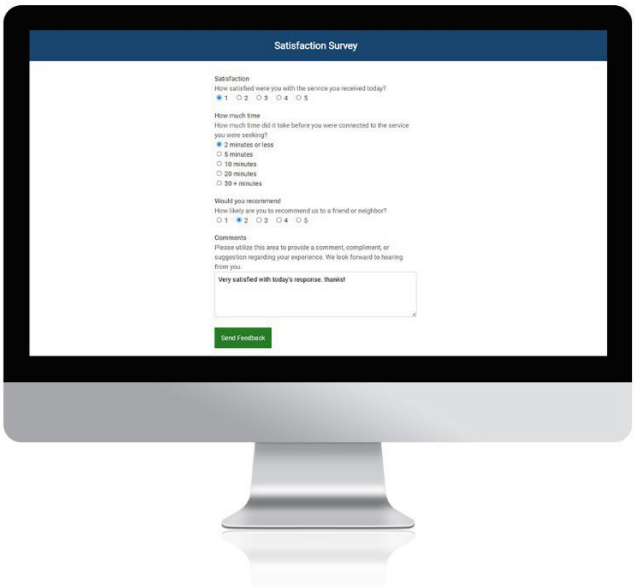
When creating and managing these Notices, users have the ability to do the following:

- Mark as Urgent – Urgent Notices will appear at the top.
- Set Notices to Private – Only call takers will see these “Internal” Notices (Popular in 311 call centers)
- Attach Notices to specific Request Types
- Set Geographical areas – Will prompt residents if a problem is in their area.
- Set Publish and Expiration Dates



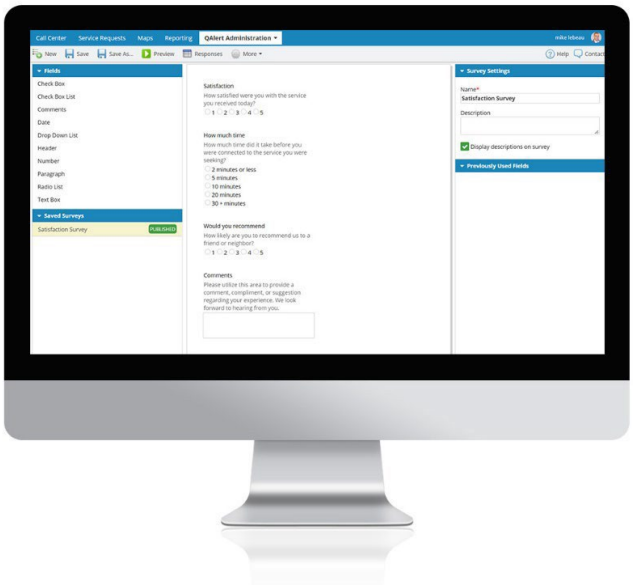
## *Built in Surveys*

Request Management Enterprise users can build custom surveys which will go out to the public upon completion of a request. Feedback is collected and stored in the system which can later be reported on. Unique Request IDs are also stored as requests are completed so City staff can refer to the original request and follow up with the citizen if needed.




**Features include:**

- Unlimited surveys
- Easy to use drag & drop survey builder.
- Optional or required field settings.
- Associate specific surveys for specific request types.
- Reporting that includes built in charts.
- Upload/Download survey templates
- Export survey data in various file formats



## *Staff Tools – Call Center*

Most citizens call their local government offices for one of three reasons: to report something new, to check on something already reported, or to ask a question. The Request Management Enterprise "Call Center" provides all the tools needed to address any of those from one screen.

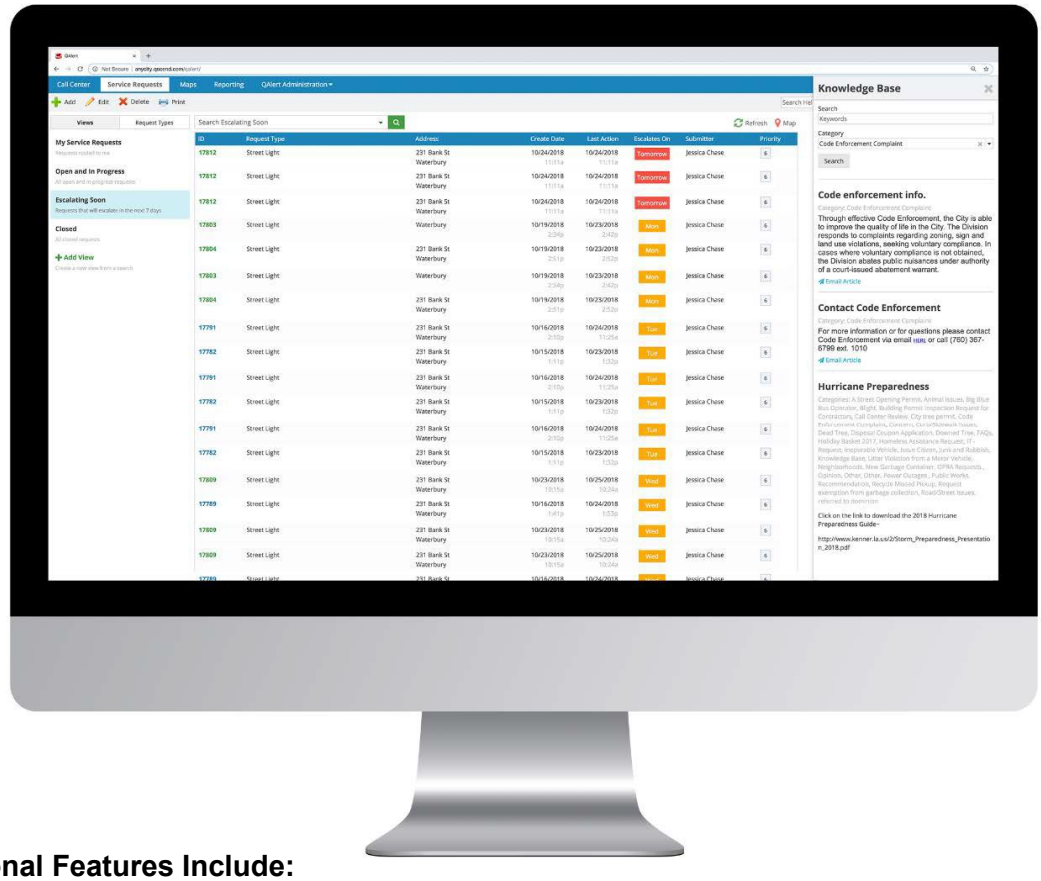
- New calls are entered on the top left.
- Searching for previously entered reports (to find a status) is done on the bottom left.
- Google street view (top right) helps staff determine a location when the caller doesn't provide an address.
- A live feed to identify trends is found on the bottom right corner.
- The right-side bar shows the multichannel intake option; this feature enables the City to accept reports via text, email, and/or Twitter.

**Additional Features include:**

- Access Internal knowledge base
- View Map with ESRI GIS layer overlay.
- ESRI GIS parcel data viewer
- Change priority level.
- Scripts
- Auto-populate customer profile by clicking their name, email, phone number.
- Custom fields based on request type.
- Customized responses for updates
- Auto-detect duplicate records.

## *Staff Tools – Viewing and Updating Service Requests*

Staff Responders now have a clean, customizable dashboard to view their assignments. Logging in, they will only see requests that they are directly responsible for or have permission to see. Customizable views allow each individual to predefine what they would like to see. The view "save" feature allows for quick future access (saved views on the left). Finding information is easy for staff; the sidebar knowledge base feature (right) allows them to search for information in seconds.

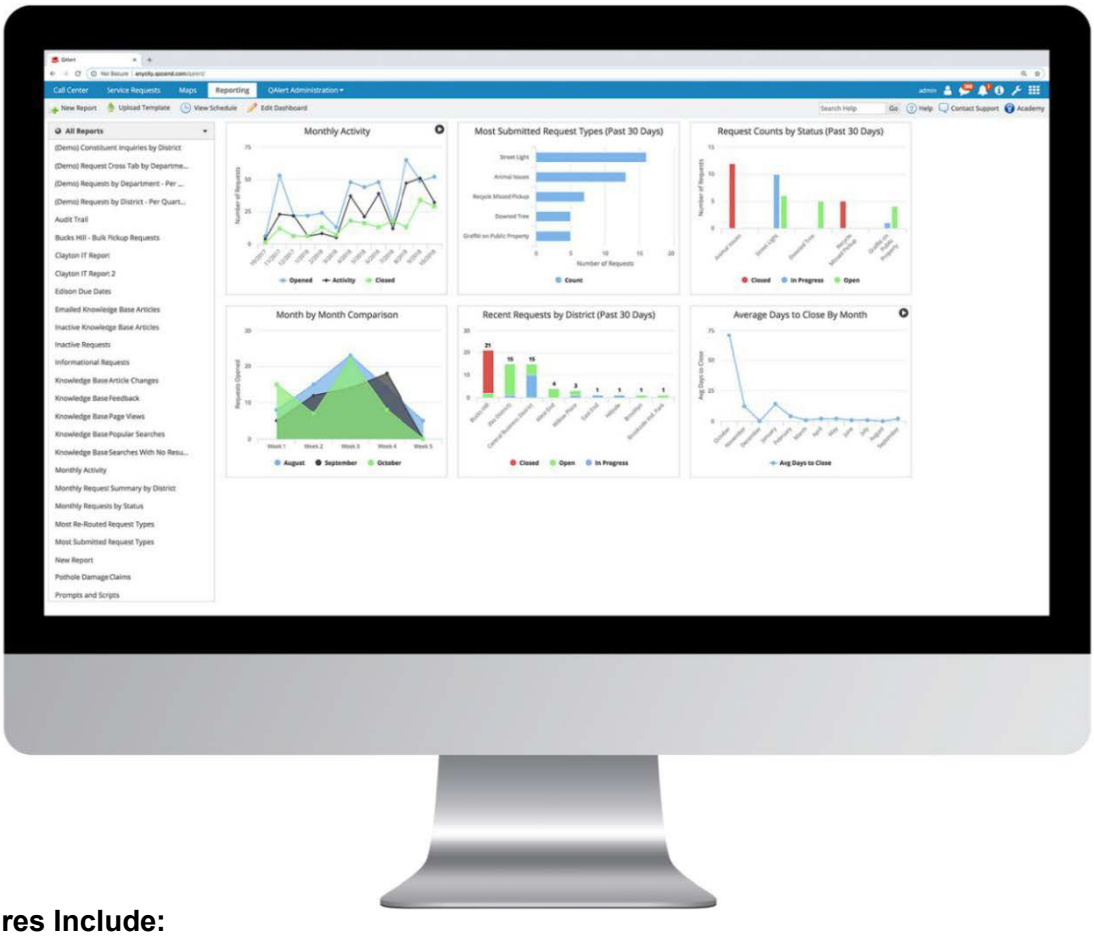



**Additional Features Include:**

- Add activity to the service request record.
- Reroute service requests to someone else or another department.
- Link duplicate requests.
- View full history log.
- Reopen service requests that were closed.
- Advanced search by keyword
- Map view of all service requests
- Change priority level of service request.
- Auto-notify citizen: Robocall, tweet, text, or email.
- Print service request record.
- Mass update or update service requests on an individual basis

## *Reporting Capabilities*

Among the strongest features in Request Management Enterprise is the high-powered report writer, which enables users to customize their reports, either by tailoring the system's existing reports or by starting from scratch. Reports can also be shared among users within your municipality or published on your website to support transparency.




**Features Include:**

- Custom report writer
- Shared reports
- Standard reports
- Automatic scheduled reports
- Downloadable in multiple formats
- Email reports directly
- Built-in security
- Custom dashboard for each use

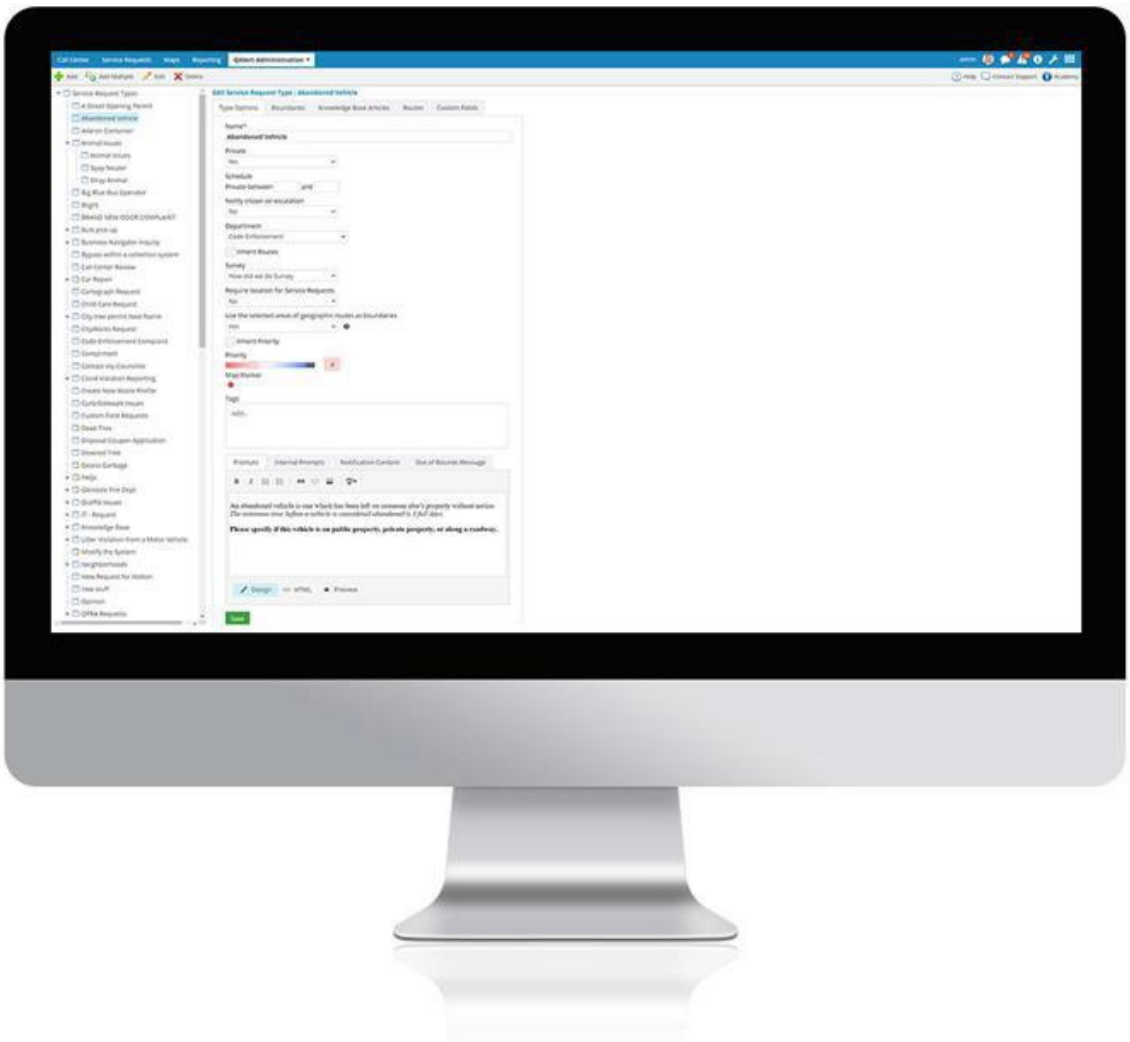
## User Administration

The System Administrator has complete control over Request Management Enterprise. From adding users or groups to changing configurations on the back end, the administrator will be receiving system admin training that goes over this long list of features during project implementation.

With this permission setting the City's System Administrator will have the power to add/edit/delete request types while assigning a customizable workflow for each type. While working with request types you can configure the following per type:

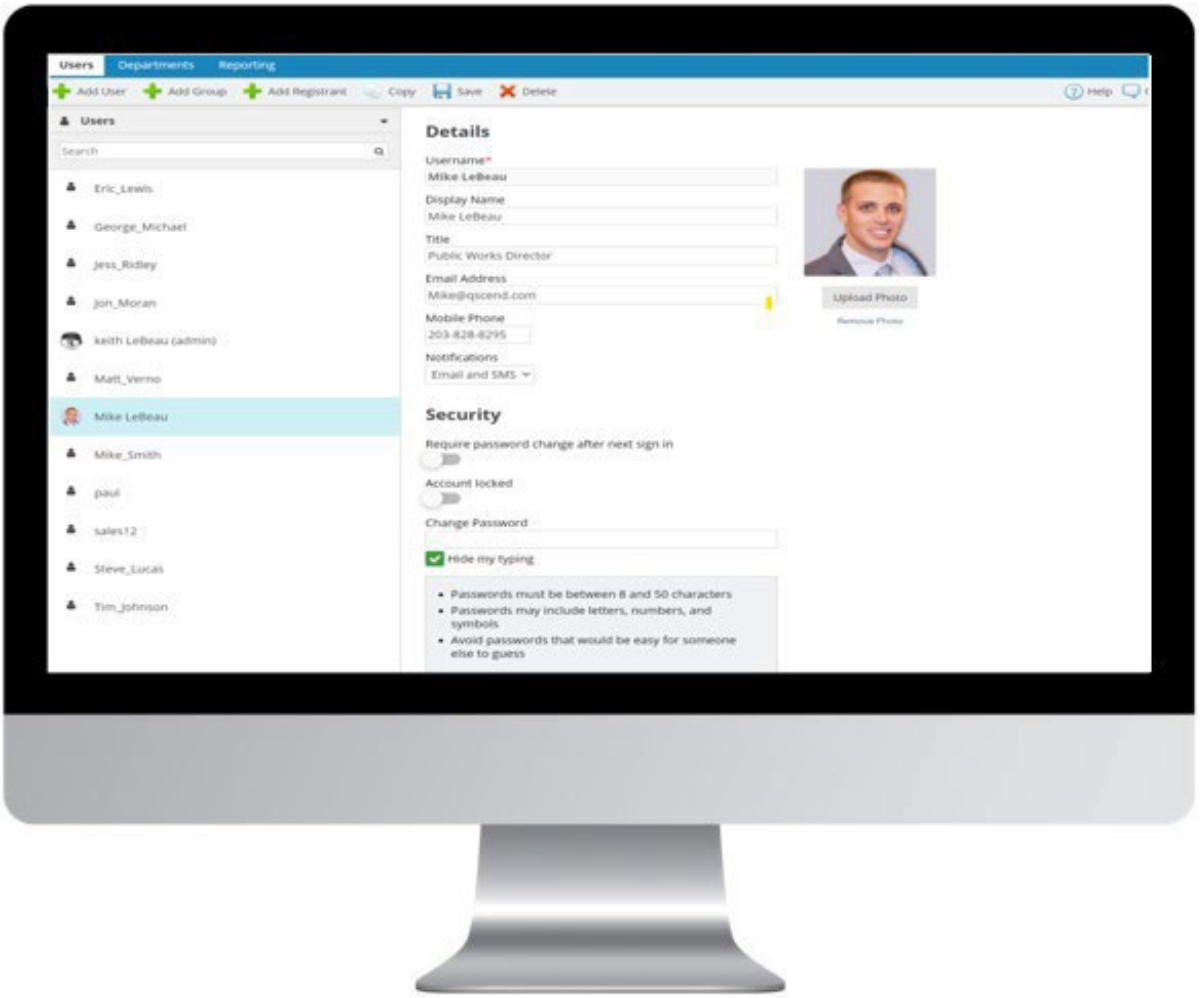
- Set type to Private or Public
- Schedule types to turn Private.
- Assign Departments and outgoing Surveys.
- Require Location and set geographic routes.
- Add tags and priority levels.
- Much more!

Within the same view you have control over creating/modifying Prompts & Scripts (Internal & External), Notification Content, Out of Bounds Messages, Knowledge Base Articles (FAQs), Routing and Custom Fields.



## *User Profiles*

Users may upload a profile photo within their user settings. The user profile photo can be seen throughout Request Management Enterprise. Users can see other users' profile photos when configuring re-routing options for service request types and when scheduling reports to be sent to users. A "Contact Card" will display when the user's profile photo is displayed.



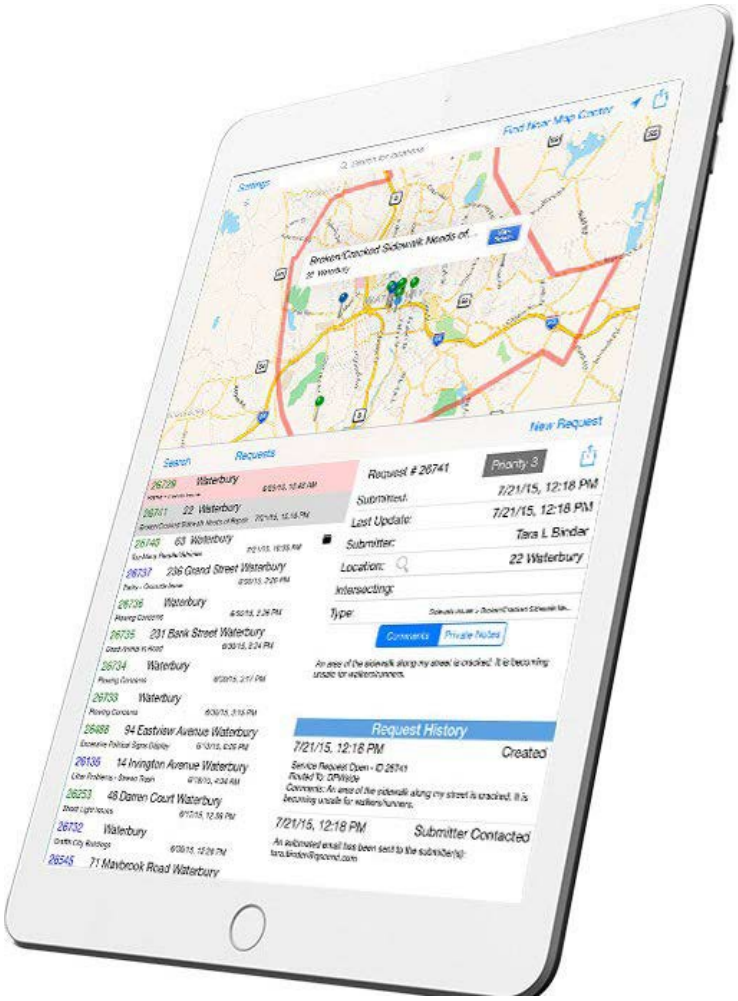
## *Mobile & Tablet Friendly Website*

### Responding and Reporting from the Field

Eliminate paperwork, increase efficiency, and shorten response times by allowing staff to respond to service requests directly from the field. With the Request Management Enterprise, the City's users can easily and quickly document work with before and after images, generate new requests, and update citizens directly from the field.

Request data and mapping are updated in real time between our Mobile Management application and its connected database, which means City staff can review and assist on any issue, and know what work is being done at any time.

The RME website can be accessed on all modern browsers. Additionally, users are not restricted to owning a specific type of device, such as an iPad, and can avoid the hassle of downloading and updating apps. The responsive design of RME ensures a consistent and optimized user experience across various screen sizes and device types, making it easier for users to navigate and utilize the platform efficiently.

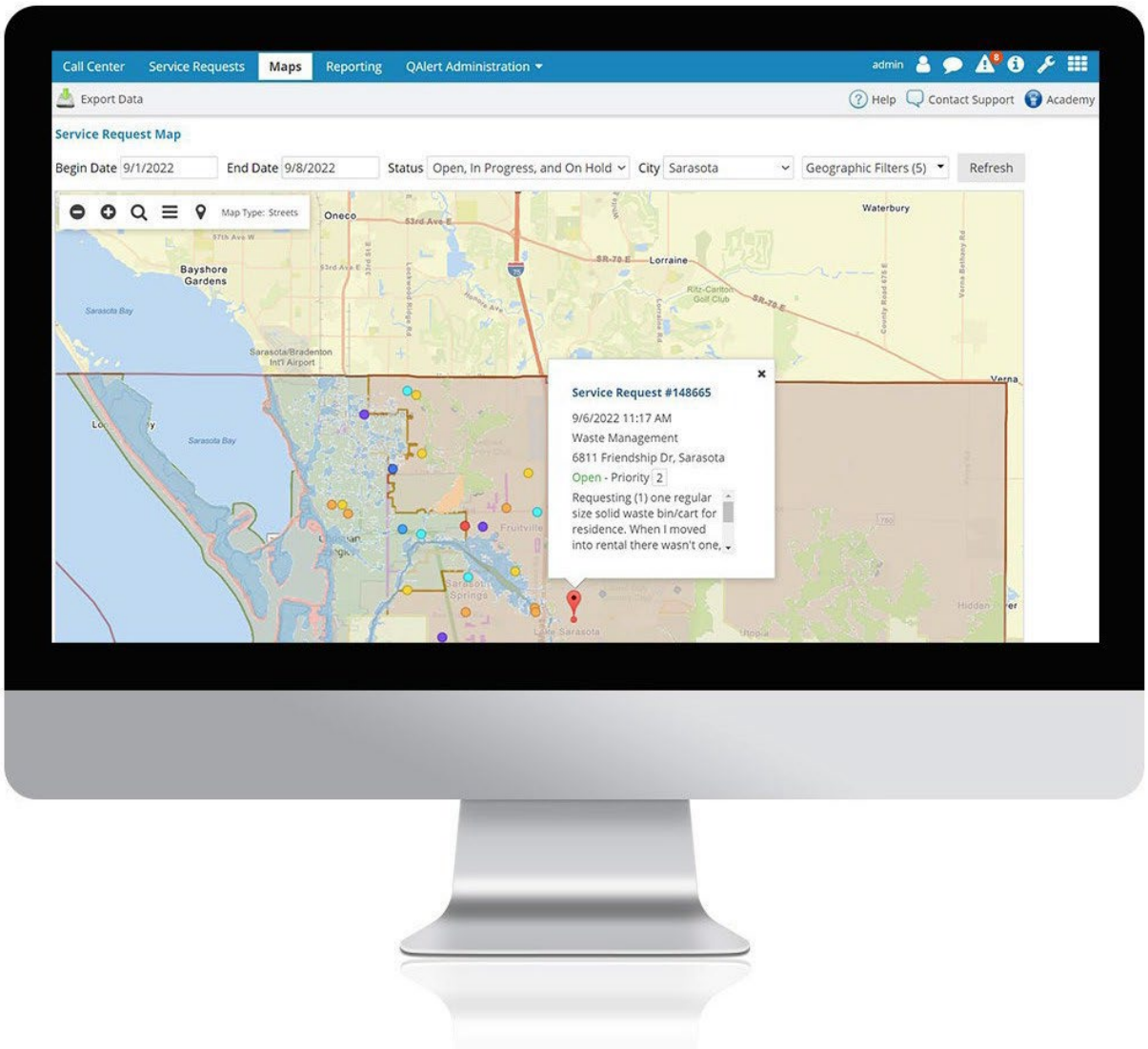



**Features Include:**

- On The Fly Response
- Find Near Me Mapping
- Voice To Text Commenting
- Ability To Work Offline
- Image Attachments
- Service Request Entry
- Customized Data Collection
- Connection Protection

## *GIS Integration/Mapping*

The Request Management Enterprise has out of the box integrations today with Google, ESRI, & OpenStreetMap. Connecting your own ESRI map layer(s) is easier than ever. Request Management Enterprise allows these map layers to overlay the base map of your choice while bringing over attribute data associated with a chosen location. Bringing GIS into Request Management Enterprise also opens the possibility of setting up Geo-routing where requests can now get routed to a different individual/group depending on the area the request lands in. With the power of GIS, you also have the opportunity to run and schedule reports based on geographic polygon data.



## *Available Integrations*

Request Management Enterprise has many “out of the box” integrations in place meaning setting up another application for a two-way integration could be as easy as providing a username and password.

Depending on the application, a variety of data could be transferred back and forth between these systems and even back to citizens if needed.

If you’re looking to have an application integrated that’s not already been built into Request Management Enterprise, we offer a functional REST API with documentation for future integrations.

Catalis will integrate with the City of Oroville’s existing systems assuming they have an available API to communicate. Scope of work and integrations expectations to be provided per application during project implementation.

**Request Management Enterprise Integration Partners:**

MUNICITY™ | AVAYA | citizenserve | Socrata
Cartegraph | CISCO | COMCATE | esri
HARRIS UTILITIES | CITIBOT | vueworks | IBM MAXIMO
Cityworks Empowering GIS | SMARTGOV™ | lucity | MAINTSTAR

### Chatbot

Catalis has an ongoing partnership with CitiBot. CitiBot is an AI-powered chatbot solution for citizens and governments that fosters efficient and effective communication, increasing productivity.

## System Hosting

Catalis’ solutions are hosted with AWS. Please refer to https://aws.amazon.com/compliance/soc-faqs/ for more information regarding security certifications.

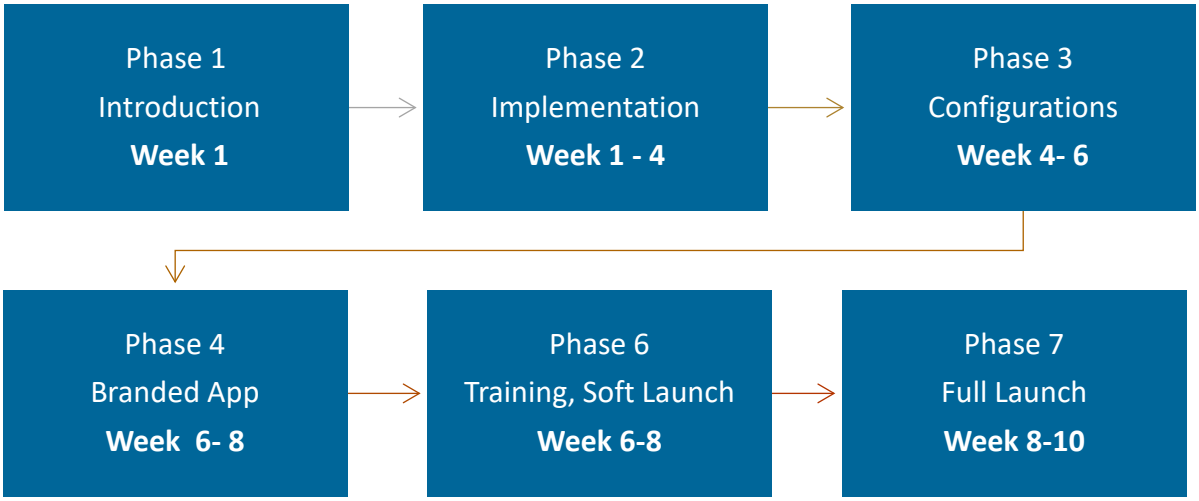
Our hosting facilities are located in secure locations and are monitored 24/7 with a state-of-the-art Intrusion Detection System (DS) and Sensor Security System. We use multiple vendor backbones to ensure data reaches the end-user in the fastest, most efficient manner possible. Our hosting facilities are engineered to avoid any single point of failure in our connectivity, power, or HVAC.

- No limit to the amount of bandwidth/space needed for archiving, etc.
- Secure portal, post-mortem reporting and investigation
- Disaster recovery; a data storage solution with redundancy

- Always on (no "off" toggle) mitigation service (blocks DDoS attacks) monitoring all traffic/IP addresses DDoS: Distributed Denial of Service; multiple systems targeting a single system.

Catalis Request Management Enterprise also allows the ability to authenticate users with Active Directory/LDAPS protocols.

## Implementation Overview




### *Phase 1: Introduction*

After signing the contract, your sales contact will introduce you to your project managers on the Catalis team. You will schedule an initial kick off call to discuss the timeline of the project. During this initial call, you will also schedule your first webinar from our Project Manager to get a better understanding of Request Management Enterprise from an administrator standpoint.

- **Meet Your Project Management Team** – This is the first call you will have with your project managers from Catalis. The discussion will involve all project leads on your end. Your project managers from Catalis will go over the phases of this project and the requirements needed to get Request Management Enterprise up and running. Any outside integrations will be discussed during this time. While this is being discussed a timeline will be built out based upon your full launch date.
- **Kick off Meeting** – During this kick-off meeting, your project managers from Catalis will give a presentation to your departments and other stakeholders showing how they can greatly benefit from using Request Management Enterprise. Your project managers will answer any questions departments may have during this time. Following the presentation, the Catalis team will meet with additional stakeholders to discuss their involvement.
- **Administrator Training** – Our PM will be in touch with you and your "admin" users to schedule a time to have your first webinar. This first webinar, Administrator Training, is directed towards power users of Request Management Enterprise. These will be users who will be making additions, changes, or overlooking Request Management Enterprise. During this webinar you will get a much better understanding of how the requirements needed for implementation will drive the performance of Request Management Enterprise. You will be provided with an in-depth view of how Request Management Enterprise works.

The PMs will give many examples and answer any questions you may have during this call. This webinar is followed by additional webinars as the project moves along.

## *Phase 2: Implementation*

During your introductory call with your project managers from Catalis, they will provide you with a list of requirements needed for implementation. They will work with you and other departments to gather this data. A call will be scheduled between your IT and GIS departments to discuss additional data the Catalis team will need. The minimal data needed for implementation will be:

- **Citizen Record Database** – Names and addresses for citizens within your municipality. Voter registration data is recommended. Previous records from existing systems can also be used and imported from the Catalis side.
- **Users List** – A list of users who will be using Request Management Enterprise. This will be anyone receiving notifications or entering calls into Request Management Enterprise. Their email addresses will need to be provided. If you will be using SSO with ADFS or Azure AD please provide this list.
- **List of Departments** – A full list of departments in your municipality. Request Management Enterprise can report on Service Request Types and the responsible department.
- **Service Request Types** – Service requests are requests for help; service request types are the reasons that help is necessary. They also are key items for which an organization needs data to report on to enhance services and performance.
- **Routes** – Routes are the departmental experts - individuals or groups - responsible for resolving service requests.
- **Escalation Routes** – Additional routes that will be notified if the request hasn't been taken care of during a certain time period. You will decide on this time frame and who will be notified.
- **GIS Layers** – Your Project Managers from Catalis will work with your GIS departments on the integration of GIS layers via ESRI. (if available)

### Product Enhancements

- **Knowledge Base Articles -** A knowledge base is a centralized repository for information, a database of related information about a particular subject. Similar to Frequently Asked Questions, this will be built out to related Service Request Types.
- **Prompts & Scripts –** Information that is related to a request type that may provide you with information to give out to a submitter or with questions to help you collect information.
- **Notification Content** - This is information about request resolution expectations, for example, that an organization can "push" to submitters. It is delivered in the initial receipt email when notifications are enabled.
- **Custom Fields** - A field type that you can create to collect data that Request Management Enterprise doesn't.
- **Reusable Comments** - Information snippets that you may use repeatedly. You can add your own or use a global comment that has been added for everyone's use.
- **Schedule Reports** – Reports can be custom built and delivered to your schedule.
- **"Places" Lookup -** A place is a landmark, place, or building that is more known by name than address. Rather than searching for an address, citizens can search by Places when entering the location of a request.

## *Phase 3: Configuration*

During this phase Catalis will also work with you on configurations within Request Management Enterprise. These configurations will include;

- **Setting up Request Management Enterprise Email Address**
- **Build Email Templates** – By default Request Management Enterprise will provide canned email templates. You will have the option to build these out and brand them to best fit your municipality.
- **SSO setup** – Connect to your Azure AD or ADFS environment. (if available)
- **Enable Auto-call/SMS** – Setting up Request Management Enterprise with phone numbers for auto-call back and text messaging.
- **Develop a Call Script** – With auto-call turned on you will develop text associated with your municipality.
- **Configure Calendar on Escalations** – Setup calendar to eliminate escalation count on weekends or during holidays.
- **Add Intake** – Designated email, or SMS for requests coming in. Create and add accounts to Request Management Enterprise as another way to intake Service Requests.

## *Phase 4: Branded App*

Your branded app integrates with your installation of RME to allow your citizens to submit requests for service from their smart phone or tablet and show you the problem by sending a photo of the issue. This is key element, but you don't have to stop there. There's really no limit to what you can incorporate into your app. You will work with the Catalis team on deciding which additional app elements work best for your municipality. The Web Design team from Catalis will work closely with you building out the following:

- **App Name** - Try to relate your title to your organization or your project with a name that promotes your 311 center, if applicable, or some interaction between you and your citizens.
- **Splash Screen Image** - The first screen image of your app that users see as it loads, opens and takes you to the home screen.
- **Images** – Images that can be changed on demand that show off your municipality.
- **Icon** - Essentially your app logo.
- **Buttons or App Elements** – Aside from submitting a request, what else would you like the app to do for your citizens.

Building out the branded app typically takes 4-6 weeks from start to publish. This can begin during the early phases of the project. Client must have their own developer account with Apple so we can publish the app on your behalf.

## Phase 5: Training & Soft Launch

Training dates will be set up for you and your staff planning to use Request Management Enterprise. This can include onsite training or online webinars from our Educational Department. You and your staff will have full access to Catalis Academy, which offers several learning opportunities. The Academy offers online training courses consisting of videos and live online webinars. During this phase you and your team will:

- **Set Date & Location for Training**
- **Provide Memo to Your Users about Request Management Enterprise**
- **Distribute Info about Prerequisite Training** – Catalis Academy will guide your team through a process that's meant to help more easily grasp the new software and processes you're going to put into place. This is done before onsite training begins.
- **Onsite Training (optional add-on)** - Onsite training is optimal for 12 to 15 users per session, and the Educational Department will hold three two-hour sessions in a day, by role or point of entry into Request Management Enterprise. All sessions are hands-on and interactive, with games and exercises designed to enhance retention. If onsite training was not purchased, full access will be provided to the Catalis Academy.
- **Soft Launch** – You are now live! Directly after training your soft launch will begin.

During the Soft Launch Phase your staff will be adding calls and requests into Request Management Enterprise. This is the time when your staff will become familiar with the features and benefits of Request Management Enterprise.

## Phase 6: Full Launch

At this final stage you will begin the rollout and announcement of Request Management Enterprise to the public. Catalis' marketing team will be in touch during this time to discuss and develop ways to market Request Management Enterprise and your branded mobile app to your community. This exciting phase will include:

- **Request Management Enterprise Webform** – Introducing the Request Management Enterprise webform onto your municipal website. You will work with the Catalis team to decide on which elements you want to include or make a requirement on the webform. The webform is responsive and will be styled to match your website.
- **Marketing** – Discuss outboard marketing campaign. Some of these methods will include reaching out to local news outlets, connecting to your citizens through social media and more.

After the full launch has been deployed the Catalis team will regularly be in touch to set up reviews. During this time, you will discuss improvements and exciting new updates with the Catalis team!

# Ongoing Maintenance and Support

Catalis' Support Team maintains robust support processes and implements advanced ticketing and tracking systems to streamline customer inquiries and monitor satisfaction. This systematic approach ensures that each customer request receives the attention they deserve and is promptly routed to the appropriate team member with the necessary expertise. These processes also enable better tracking of customer interactions, ensuring continuity and providing valuable insights for future product improvements.

The support team can handle a wide variety of technical issues at rapid speed, provide in-depth product knowledge, and offer personalized guidance tailored to each customer's unique needs.

Catalis also invests in continuous training and professional development programs for support staff. This commitment to ongoing learning ensures that the team remains up to date with the latest industry trends, emerging technologies, and best practices. As a result, customers benefit from knowledgeable support agents who can provide informed guidance and resolve their concerns effectively.

Catalis prides itself on providing the best local customer support in the industry. Our commitment to exceptional customer service sets us apart and ensures that our clients receive unparalleled assistance throughout their partnership with us. There are multiple ways of contacting Catalis Support including phone and email. **Catalis support is truly unmatched.**

Catalis' Support Team offers several contact methods to best suit the needs of every customer. We also provide support around-the-clock:

- Live Support – 8:00am - 4pm Pacific Time, Monday-Friday (excluding holidays)
  - Via phone, email, or through our support portal.
- Customer Support Portal (FAQs, tips, news, etc.)

After each support request is resolved, Catalis sends a survey to the customer. Catalis values customer feedback tremendously as it helps us gauge the quality of our support services and identify areas for improvement. These surveys provide an invaluable opportunity for you to share your experience, ensuring that we consistently meet and exceed your expectations. By collecting feedback through surveys, we gain insights into customer satisfaction with the support process, the effectiveness of Catalis solutions, and the overall customer experience. This feedback allows us to assess the support team's performance, identify areas where we excel, and address any shortcomings promptly. Customer input guides us in enhancing our support offerings, streamlining processes, and refining our overall approach to better serve you. Moreover, surveys empower Catalis customers to voice opinions and concerns.

Customer feedback plays a crucial role in shaping Catalis' ongoing efforts to provide exceptional support. It helps us understand each customer's unique needs and preferences, allowing us to tailor our services. Survey results have shown the following:

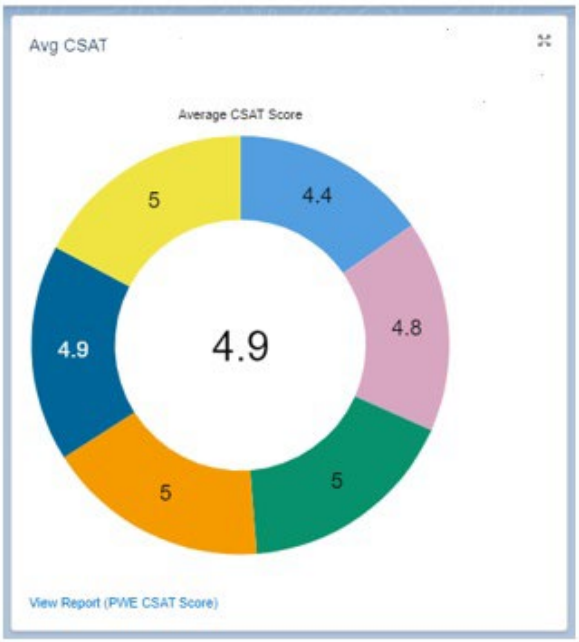
- Our Customer Satisfaction Score – **4.9** out of 5
  - After a support case is resolved, clients are sent a survey to rate how happy they are on a scale of 1-5. The rating above represents Catalis' average year to date CSAT at the time of submission.
- Our Customer Effort Score – **4.86** out of 5
  - This number represents the average customer rating of ease in contacting Catalis support.

Our support philosophy goes beyond simply reacting to customer issues. We adopt a proactive approach by identifying potential challenges before they escalate and working to prevent them from occurring. Regularly monitoring our software performance, analyzing user feedback, and staying ahead of industry trends enables us to anticipate potential issues and take necessary actions to ensure a seamless user experience.

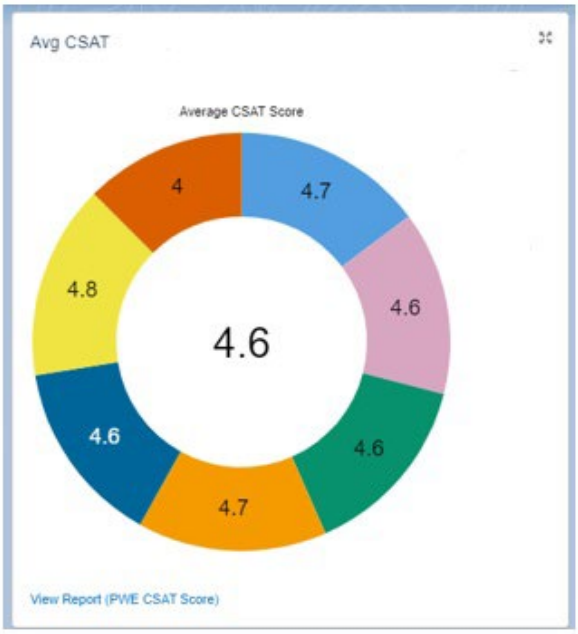
## *Customer Satisfaction Surveys (CSAT) - What our Customers have to say.*

**Survey Results:**

*Past 30 days




*Past 12 months




*Data captured April 11, 2024

**Survey Comments:**

- ”Your team is amazing. I would be lost without them!! THANK YOU”
- “Each and every employee I dealt with were helpful and amazing. Everyone should have employees like this. Excellent support, much appreciated. Went out of their way to assist and follow up.”
- “Fantastic help - always so knowledgeable - always available to help and learn. Thanks so much.”
- “Always professional and extremely helpful ....Thank you!!”
- “Great customer service, representative very knowledgeable and eager to help. Very patient and helpful.”
- “I am super happy that I have the support when its needed. The way they explain and show me how to do something makes the problem so much easier. Thank you.”

## *Contacting Catalis Support*

There are multiple ways of contacting Catalis Support. Our local Support Team is truly unmatched. Municipalities can call us and speak with a live person at our office.

Catalis uses a Salesforce internal service request system, which allows customers to submit queries, feedback, and get general support for new and existing municipal staff via email or phone. The Catalis Support Team will communicate all updates regarding support tickets via email. Catalis follows a step-by-step process for support tickets that prioritizes the needs of the customer and provides a sufficient solution for the problem at hand. The diagram below outlines the typical process Catalis support tickets follow from creation to resolution:

The Catalis Service Level Agreement (SLA) diagram is used to track the response and resolution time of customer requests.

### *Product Upgrades*

Product upgrades are included in the CRM package that will be received by the City of Oroville. The City will not have access to version control. However, we will notify and review product upgrades with the City before any changes are made to the CRM system.

Releases and patches go through several layers of testing before production is updated. We do feature testing as developers finish new features. Once a release is finalized, we do full application regression testing. Internal staff is then trained on the new release as well as new features are documented. Substantial releases also receive release notes and in some cases demo videos are included to help communicate new functions. Once we have our internal teams ready to support our customers, we push the update to production.

## Representative Projects

RME clients that have been implemented in the last 5 years:

- Arlington, VA
  - Claudia O'Connor
  - Cloconnor@arlingtonva.us
  - (703) 228-3283
  - https://arlingtonva.qscend.com/311
- Avondale, AZ
  - Micah Leigh
  - mleigh@avondaleaz.gov
  - 623-333-5016
  - https://avondaleaz.qscend.com/311
- Belleville, IL
  - Dean Hardt
  - dhardt@belleville.net
  - (618) 355-8614
  - https://bellevilleil.qscend.com/311
- Broward County, FL
  - John Sam
  - JSAM@broward.org
  - 954.831.3994
  - https://browardcountyfl.qscend.com/311
- Chatham County, GA
  - Jackie Jackson
  - jajackson@chathamcounty.org
  - (912) 652-7953
  - https://chathamcountyga.qscend.com/311
- Chatham, IL
  - Patrick McCarthy
  - PMcCarthy@chathamil.gov
  - 217-697-5809
  - https://chathamil.qscend.com/311

- Collier County, FL
  - Michael Brownlee
  - Michael.Brownlee@colliercountyfl.gov
  - (239) 252-2679
  - https://colliercountyfl.qscend.com/311
- Deland, FL
  - Jessica Gray
  - grayj@deland.org
  - 386-626-7084
  - https://delandfl.qscend.com/311
- East Hartford, CT
  - Jessica Carrero
  - jcarrero@easthartfordct.gov
  - 860-291-7108
  - https://easthartfordct.qscend.com/311
- Englewood, CO
  - Joe Isenbart
  - jisenbart@englewoodco.gov
  - 303-783-6841
  - https://englewoodco.qscend.com/311
- Evanston, IL
  - Sue Pontarelli
  - spontarelli@cityofevanston.org
  - 847-866-5093
  - https://evanstonil.qscend.com/311/
- Fairfield, CT
  - Dave Kelley
  - DKelley@fairfieldct.org
  - 203-254-4806
  - https://fairfieldct.qscend.com/311
- Glendale, AZ
  - James Dellaitre
  - JDelaittre@GLENDALEAZ.COM
  - (623) 930-2924
  - https://glendaleone.com/G1
- Jefferson County, CO
  - Heather Henderson
  - hhenders@co.jefferson.co.us
  - 303-271-8756
  - https://jeffersoncountyco.qscend.com/311

- Kirkland, WA
  - Kate Ryan
  - kryan@kirklandwa.gov
  - 425-587-3004
  - https://kirklandwa.qscend.com/ourkirkland
- Lacey, WA
  - Kelly Adams
  - kadams@ci.lacey.wa.us
  - 360-412-2892
  - https://laceywa.qscend.com/311
- Manatee County, FL
  - Lacy Pritchard
  - lacy.pritchard@mymanatee.org
  - 941-748-4501 x3827
  - https://manateecountyfl.qscend.com/311
- Mercer County, NJ
  - Brianna Machado
  - bmachado@mcianj.org
  - 609-278-8086
  - http://www.mcianj.org/311
- Mercer Island, WA
  - Ali Spietz
  - ali.spietz@mercerisland.gov
  - 206-275-7667
- Meriden, CT
  - John Lawlor
  - jlawlor@meridenct.gov
  - 203-630-4022
  - https://meridenct.qscend.com/qalert/
- Middlesex County, NJ
  - Kevin Figa
  - kevin.figa@mciauth.com
  - 732-402-2147
  - https://middlesexcountynjia.qscend.com/311
- Munhall, PA
  - Seth Abrams
  - sabrams@munhallpa.us
  - 412-464-7310 x1001
  - https://munhallpa.qscend.com/311
- Olympia, WA
  - Melynda Schmitt
  - mschmitt@ci.olympia.wa.us
  - 360-753-8225
  - https://olympiawa.qscend.com/311

- Oxford, AL
  - Sandra Hancock
  - sandra.hancock@oxfordal.gov
  - 256-241-4311
  - https://oxfordal.qscend.com/311
- Pacific Grove, CA
  - Mohammed Khasimi
  - mkhasimi@cityofpacificgrove.org
  - 831- 648-3170
  - https://pacificgroveca.qscend.com/311
- Port St. Lucie, FL
  - Jasmin Padova
  - JasminP@cityofpsl.com
  - 772-871-5225
  - https://portstluciefl.qscend.com/311
- Redmond, WA
  - Julia Scotland
  - jscotland@redmond.gov
  - 425-556-2900 x7
  - https://redmondwa.qscend.com/311
- Revere, MA
  - Randall Mondestin
  - rmondestin@revere.org
  - 781-286-8311
  - https://reverema.qscend.com/311
- Rochester, MN
  - Jenna Bowman
  - JBowman@rochestermn.gov
  - 507-328-2913
  - https://rochestermn.qscend.com/311
- Sandwich, MA
  - Heather Harper
  - hharper@sandwichmass.org
  - 508-888-5144
  - https://sandwichma.qscend.com/311
- Sarasota County, FL
  - Kelly Vandine
  - kvandine@scgov.net
    941-861-5632
    https://sarasotacountyfl.qscend.com/311
- Shreveport, LA
  - William Daniel
  - william.daniel@shreveportla.gov
  - 318 -673-5515
  - https://shreveportla.qscend.com/311

- Somerville, MA
  - Steve Craig
  - SCraig@somervillema.gov
  - 617-666-3311
  - https://somervillema.qscend.com/311
- Southfield, MI
  - John Michrina
  - jmichrina@cityofsouthfield.com
  - 248-796-5114
  - https://southfieldmi.qscend.com/311
- St. Clair Shores, MI
  - Nick Dushaj
  - dushajn@scsmi.net
  - https://stclairshoresmi.qscend.com/311
- Watertown, CT
  - Mark Raimo
  - raimo@watertownct.org
  - 860-945-5255
  - https://watertownct.qscend.com/311
- West Miami, FL
  - Gabriela Lopez
  - glopez@cityofwestmiami.org
  - 786-368-8924
  - https://westmiamifl.qscend.com/311

# REFERENCES

| City of Pacifica, CA | |
|---|---|
| Contact: | Sarah Coffey, City Clerk |
| Phone: | (650) 738-7307 |
| Email: | scoffey@pacifica.gov |
| Website: | https://pacificaca.qscend.com/311 |

| City of Salinas, CA – City Manager's Office | |
|---|---|
| Contact: | Sophia Rome, Community Relations Manager (PIO) |
| Phone: | Direct: (831) 758-7407 I Office: (831) 758-7201 |
| Email: | sophiar@ci.salinas.ca.us |
| Website: | https://salinasca.qscend.com/311 |

| City of Pacific Grove, CA | |
|---|---|
| Contact: | Mohammed Khasimi, Chief Information Officer (CIO) |
| Phone: | (831) 648-3170 |
| Email: | mkhasimi@cityofpacificgrove.org |
| Website: | https://pacificgroveca.qscend.com/311 |

| City of Lacey, WA – Public Affairs Department | |
|---|---|
| Contact: | Kelly Adams, Community Relations Manager (PIO) |
| Phone: | Cell: 360-790-4632 \| Desk: 360-412-2892 |
| Email: | kadams@ci.lacey.wa.us |
| Website: | https://laceywa.qscend.com/311 |

# Evanston 311

City of Evanston™

https://youtu.be/-WjPIpAH7CU

**Explore Evanston's 311 platform upgrade journey in a City of Evanston, IL video testimonial.**

https://evanstonil.qscend.com/311/

CATALIS™

For years, the City of Evanston, IL, struggled with its citizen support system due to inefficiencies and outdated technology. Director Sue Pontarelli and her team sought a modern solution to align with the City's commitment to innovation and responsiveness.

Evanston partnered with Catalis, a leader in citizen support solutions, and implemented the 311 Evanston app. This robust platform offers advanced reporting and intuitive applications for both citizens and staff, perfectly matching Evanston's forward-thinking vision.

Catalis ensured a seamless implementation, providing dedicated support and in-person training. Our lead project manager worked closely with Director Pontarelli to ensure a smooth transition, empowering City staff to fully utilize the new system.

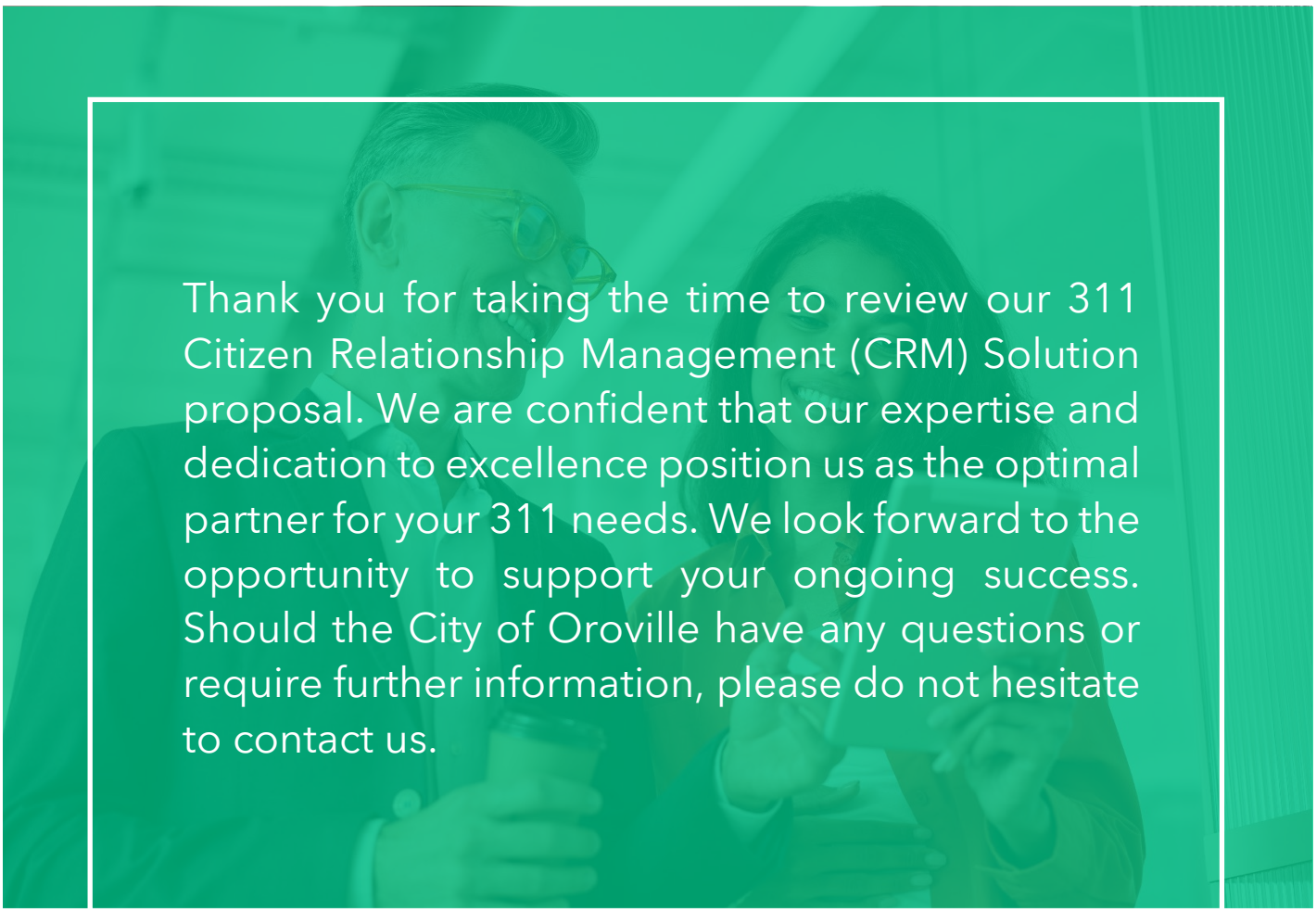
The 311 Evanston app has revolutionized citizen support, streamlining interactions and enhancing municipal services. Positive feedback highlights its success, reinforcing Evanston's reputation for customer service excellence and innovation. Explore the City's 311 platform upgrade journey in a video testimonial, showcasing the profound impact of technology on citizen engagement.

***"The new app from Catalis for contacting the City is amazing and is making the call and citizen support center more efficient."***

**Sue Pontarelli, City of Evanston, IL, Director**

# PAYMENT TERMS AND IMPLEMENTATION COSTS

| Software Description | Type | TOTAL |
|---|---|---|
| **RME SaaS License** | | |
| *Annual License includes the following:*<br>■ Unlimited users<br>■ Training - Catalis Academy subscription<br>■ Support – full access to Catalis Support<br>■ Citizen Branded app – iOS & Android – updates and changes<br>■ Performance Transparency Dashboards – updates and changes<br>■ Maintenance, Upgrades & API access | Annual/Recurring | $25,750 |
| **RME Implementation** | | |
| *One-time implementation includes:*<br>■ Dedicated Catalis PM until product launch<br>■ Training – Administrative training – Virtual<br>■ Citizen Branded app design and launch<br>■ Transparency Dashboard setup and configuration | One-time | $20,000 |
| **Optional add-on Services** | | |
| Remote training and project kickoff (2-day minimum) | One-time | $1,200/day |
| Travel costs TBD for on-site training | - | - |
| | **Total Year One Cost - $45,750** | |



Thank you for taking the time to review our 311 Citizen Relationship Management (CRM) Solution proposal. We are confident that our expertise and dedication to excellence position us as the optimal partner for your 311 needs. We look forward to the opportunity to support your ongoing success. Should the City of Oroville have any questions or require further information, please do not hesitate to contact us.

CATALIS™

ADVANCING GOVERNMENT. ENGAGING CITIZENS.

Mike LeBeau, Regional Sales Manager
mike.lebeau@catalisgov.com | 203-590-9997

# CITY OF OROVILLE
# STAFF REPORT

**TO:** MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM:** FRED MAYO, DIRECTOR OF PUBLIC WORKS

**RE:** PRESENTATION FROM ALL AMERICAN WELDING FOR NEW SAFETY FENCING FOR TABLE MOUNTAIN BLVD

**DATE:** FEBRUARY 4, 2025

## SUMMARY

The City Council shall consider authorizing the execution of an agreement with All American Welding for the design and construction of fencing for Table Mountain Blvd.

## DISCUSSION

All American Welding Company has been contacted to create a conceptual design for safety fencing along Table Mountain Blvd. The purpose of this fencing is to enhance public safety by providing a barrier along the sidewalk from the traffic lanes and to add an artistic touch to the new mosaic art installed on the retaining wall near the fish hatchery.

The proposed design and construction concepts will be presented to the City Council for review and feedback. These upgrades are intended to prevent pedestrian and bicycle traffic from accidentally entering roadway lanes, improving overall safety in the area.

The construction cost is estimated not to exceed $200,000.

## FISCAL IMPACT

Not-to-exceed $200,000.00. This project was not budgeted. If approved, funding would need to come from contingencies.

## ACTION REQUESTED

REVIEW AND PROVIDE DIRECTION TO PUBLIC WORKS STAFF REGARDING THE FENCING CONCEPTS AND CONSTRUCTION OF FENCING.

## ATTACHMENTS

1. Quotes for proposed fencing

# ESTIMATE

**All American Welding**
143 Lone Tree Rd
Oroville, CA 95965

aaworoville@gmail.com
+1 (530) 403-9271

**Bill to**
Fred Mayo
City of Oroville

**Ship to**
Fred Mayo
City of Oroville

**Estimate details**
Estimate no.: 1067
Estimate date: 11/05/2024

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **Multi Line Rail** | -We will be fabricating and installing pedestrian guardrail to go up the hill from the fish hatchery.<br>-This design will have multiple mid rails giving it a sleek and modern look. The top rail will be 1"x3" rectangle tubing. The mid rails will be 1"x2" rectangle tubing. And the posts will be 2 1/2"x2 1/2" square tubing. Attached is an image of the design of the railing.<br>-The panels will be made in 20' sections that will be bolted together so that they can be installed with no welding and can be replaced if a section is ever damaged.<br>-The posts can be surface mounted to the concrete, or core drilled and set in the concrete.<br>-The rails will be powder coated a color of your choosing.<br>-The purpose of this guardrail is to provide some safety to pedestrians and help prevent people from stepping off of the sidewalk into the street.<br>-The price is per foot. The total footage is an approximation, and the price will vary if there is more or less guardrail, which will depend on where it is decided the rail will start and stop.<br>-Artwork can be added to the design for an additional fee. The price will depend on the artwork design and the quantity.<br>-An initial installment payment will be required to purchase materials and begin work.<br>-Anything not specifically included in this scope is specifically excluded. | 680 | $210.00 | $142,800.00 |

| | |
|---|---|
| Subtotal | $142,800.00 |
| Sales tax | $10,35 |
| **Total** | **$153,153.00** |

**Accepted date**

**Accepted by**

# ESTIMATE

**All American Welding**
143 Lone Tree Rd
Oroville, CA 95965

aaworoville@gmail.com
+1 (530) 403-9271

**Bill to**
Fred Mayo
City of Oroville

**Ship to**
Fred Mayo
City of Oroville

**Estimate details**
Estimate no.: 1069
Estimate date: 11/18/2024

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **Fish Artwork** | -We will be cutting out custom stainless steel fish for artwork on the rail by the fish hatchery.<br>-The fish will be done in the style shown in the attached photos.<br>-They will be backed with powder coated steel for contrast.<br>-Up to 4 different designs of fish will be used, spaced out along the run of railing.<br>-Approximately 20 fish is what we recommend spaced out in that length of railing. | 20 | $2,000.00 | $40,000.00 |

| | |
|---|---|
| Subtotal | $40,000.00 |
| Sales tax | $2,900.00 |
| **Total** | **$42,900.00** |

Note to customer
Thank you for your business.

**Accepted date**

**Accepted by**

# ESTIMATE

**All American Welding**
143 Lone Tree Rd
Oroville, CA 95965

aaworoville@gmail.com
+1 (530) 403-9271

**Bill to**
Fred Mayo
City of Oroville

**Ship to**
Fred Mayo
City of Oroville

**Estimate details**
Estimate no.: 1068
Estimate date: 11/05/2024

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **Round About Style Rail** | -We will be fabricating and installing pedestrian guardrail to go up the hill from the fish hatchery.<br>-This design will closely replicate the style of railing that is at the roundabout. We will use similar sized tubing, and we will closely match the wavy patterns in the existing rails.<br>-The panels will be made in 20' sections that will be bolted together so that they can be installed with no welding and can be replaced if a section is ever damaged.<br>-The posts can be surface mounted to the concrete, or core drilled and set in the concrete.<br>-The rails will be powder coated a color of your choosing.<br>-The purpose of this guardrail is to provide some safety to pedestrians and help prevent people from stepping off of the sidewalk into the street.<br>-The price is per foot. The total footage is an approximation, and the price will vary if there is more or less guardrail, which will depend on where it is decided the rail will start and stop.<br>-Artwork can be added to the design for an additional fee. The price will depend on the artwork design and the quantity.<br>-An initial installment payment will be required to purchase materials and begin work.<br>-Anything not specifically included in this scope is specifically excluded. | 680 | $180.00 | $122,400.00 |

| | |
|---|---|
| Subtotal | $122,400.0 |
| Sales tax | $8,874.00 |

**Total** **$131,274**

**Accepted date** **Accepted by**

# ESTIMATE

**All American Welding**
143 Lone Tree Rd
Oroville, CA 95965

aaworoville@gmail.com
+1 (530) 403-9271

**Bill to**
Fred Mayo
City of Oroville

**Ship to**
Fred Mayo
City of Oroville

**Estimate details**
Estimate no.: 1066
Estimate date: 11/05/2024

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **3 Line Guard Rail** | -We will be fabricating and installing pedestrian guardrail to go up the hill from the fish hatchery.<br>-This is a clean and economical design that will have a 2"x4" rectangle tubing top rail, 3" square posts, and two 2"x3" rectangle mid rails. Attached is an example of the design.<br>-The panels will be made in 20' sections that will be bolted together so that they can be installed with no welding and can be replaced if a section is ever damaged.<br>-The posts can be surface mounted to the concrete, or core drilled and set in the concrete.<br>-The rails will be powder coated a color of your choosing.<br>-The purpose of this guardrail is to provide some safety to pedestrians and help prevent people from stepping off of the sidewalk into the street.<br>-The price is per foot. The total footage is an approximation, and the price will vary if there is more or less guardrail, which will depend on where it is decided the rail will start and stop.<br>-Artwork can be added to the design for an additional fee. The price will depend on the artwork design and the quantity.<br>-An initial installment payment will be required to purchase materials and begin work.<br>-Anything not specifically included in this scope is specifically excluded. | 680 | $150.00 | $102,000.00 |

| | |
|---|---|
| Subtotal | $102,000.0 |
| Sales tax | $7,395.00 |

**Total** **$109,395**

**Accepted date** **Accepted by**

# CITY OF OROVILLE
# STAFF REPORT

**TO:** MAYOR PITTMAN & COUNCIL MEMBERS

**FROM:** TIM KABER, PROJECT MANAGER

**RE:** APPROVAL OF CONTRACT FOR CODE AND COST ANALYSIS OF 2000 CHALLENGER AVENUE FOR CONVERSION TO A SECOND PUBLIC SAFETY FACILITY WITHIN THE CITY

**DATE:** FEBRUARY 4, 2025

## SUMMARY

The City Council shall consider approving the contract with David Griffith Architects for services related to Code and Cost Analysis of converting 2000 Challenger Avenue to a public safety facility.

## DISCUSSION

The City is considering locations to construct a new public safety facility in the Thermalito area near the airport. A public safety station in this area will reduce response time to public safety incidents in Thermalito. This is a growth area for the City with several developments under consideration.

The City owns the facility at 2000 Challenger Avenue, which is in an ideal location for a public safety facility to serve the local area. The facility was constructed in 1994 as the Manufacturing Development Center for the Oroville Redevelopment Agency. The design of the facility was accomplished using the 1991 California Building Code (CBC). There have been multiple revisions of the CBC since 2000 Challenger Avenue was first designed and constructed. A public safety facility is considered a First Responder Facility, which is to be designed to a higher standard than most facilities.

The proposed contract will evaluate the facility to determine the feasibility of renovation into a public safety facility. The contract will address code issues pertaining to structural safety, essential services to maintain operability during an emergency, life safety, disabled access, energy compliance, and cost analysis. The contractor will provide a rough order of magnitude of design and construction cost for the renovation.

This contract will inform the City's plans on renovation at 2000 Challenger Avenue, or a

new facility at another location within the airport area.

**FISCAL IMPACT**

$11,500 to be paid from CFD funds.

**ACTION REQUESTED -**

APPROVE THE CONTRACT FOR 2000 CHALLENGER AVENUE ANALYSIS AND AUTHORIZE THE MAYOR TO SIGN.

**ATTACHMENTS**

Draft Contract with David Griffith Architects

# CITY OF OROVILLE
# AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 4th day of February, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Griffith Architects, Inc. 242 Broadway Suite 8, Chico, California 95928 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. SERVICES.
The CONTRACTOR shall perform those services set forth in the attached Exhibits, which are attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2025 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with paragraph 2, unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $11,500 for services provided pursuant to this Agreement as described in the attached Exhibits. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. CONTRACT ADMINISTRATION.
5.1. The CITY's Representative. Unless otherwise designated in writing, Fred Mayo shall serve as the CITY's representative for the administration of the project. Day-to-day management of the project will be performed by Tim Kaber. All activities performed by the CONTRACTOR shall be coordinated with this person (Kaber).

5.2. Manager-in-Charge. For the CONTRACTOR David M. Griffith shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in Charge shall not be replaced without the written consent of the CITY.

5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.
6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.
Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. Similarly, the CITY shall indemnify and hold harmless Contactor from and against all liability arising out of or in connection with CITY's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation of each Party will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the other Party.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligations of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by either respective Party, and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.
8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING.
The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully

responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the 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 is required by law.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR 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 legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.
The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or

pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.
The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement. CONTRACTOR, at it's sole cost shall provide the CITY with electronic copies of all deliverables upon request.

14. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY. By executing this Agreement, CONTRACTOR confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONTRACTOR is understood to be outside the scope of the usual course of business carried out by the CITY; and C) that CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

If CONTRACTOR, at any time comes to believe that they are an employee and not an independent contractor, CONTRACTOR shall immediately notify the CITY of such belief. All work to be performed by CONTRACTOR under this Agreement shall be immediately suspended. Contractor agrees to indemnify and hold harmless the Company from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such claims arise out of or are based upon the Contractor's designation as an independent contractor and not as an employee of the Company. Contractor waives any right to recover from the Company any expenses or losses, including but not limited to those arising from claims that Contractor was misclassified as an independent contractor unless such indemnification is prohibited by law. In the event CONTRACTOR notifies CITY of a purported misclassification, the CITY may elect to immediately terminate this Agreement.

16. NOTICE.
All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:
City of Oroville,
1735 Montgomery Street,
Oroville, California, 95965
Attention: City Administrator

CONTRACTOR:
Griffith Architects, Inc
242 Broadway Suite 8,
Chico, California, 95928
Attention: David Griffith

17. GOVERNING LAW.
This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. ENTIRE AGREEMENT; MODIFICATION.
This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. 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. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. 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.

21. AUTHORITY TO ENTER AGREEMENT.

The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the 4th day of February, 2025.

CONTRACTOR: Griffith Architects, Inc

_____

David M. Griffith, AIA

CITY OF OROVILLE:

_____

David Pittman, Mayor

APPROVED AS TO FORM:

_____

Scott Huber, City Attorney

Exhibit A



12.06.2024

Tim Kaber, PE
Project Manager, City of Oroville
Via email: tkaber@cityoforoville.org

re: Code & Cost Analysis for proposed conversion of 2000 Challenger Avenue to a Fire Station.

Dear Mr. Kaber

The Manufacturing Developing Center building was developed in 1994 and the years following. The design, engineering and construction administration was done by my firm, then named Griffith & Associates. The building was constructed as a B2 occupancy "office building/workshop" per the 1991Uniform Building Code. It is proposed to convert this building to a Fire Station, which would be a mixed occupancy under the current 2022 California Building code.

Griffith Architects proposes to conduct a preliminary code & cost analysis for the proposed project as follows

**Structural Safety** Review the constructed design documents and calculations for compliance with the current CBC requirements with special attention to requirements for *Essential Services* facilities. Develop a narrative description of strengthening requirements with conceptual details.

**Essential Services** Review constructed design regarding suitability for the addition of Essential Services capabilities such as a whole-building generator, equipment & special storage, engine access, special communications etc. Develop a narrative description of requirements.

**Life Safety** Review constructed design for occupancies required, type of construction, fire separations, fire protection, etc. under the current CBC. Develop a narrative description of required modifications, with conceptual sketches as required.

**Disabled Access** Review constructed design for accessibility under current title 24 and ADA requirements. Develop a narrative description of required modifications.

**Energy Compliance** Review constructed design for energy compliance required for renovations under current CBC. Develop a narrative description of required modifications.

**Cost Analysis** Develop a Master Budget template for use by City of Oroville project manager in estimating project cost.

In view of the above requirements, our fee will be eleven thousand five hundred dollars ($11,500).

I have attached our standard work authorization form for this type of project.

I am looking forward to reviewing our work of thirty years ago in light of the current day. I am looking forward to working with you.

DAVID M. GRIFFITH, AIA
ARCHITECT, PROFESSIONAL ENGINEER
**GRIFFITH ARCHITECTS**

GRIFFITH ARCHITECTS
ARCHITECTURE | ENGINEERING | INTERIORS
242 BROADWAY SUITE 8 CHICO CALIFORNIA 95928 530.343.4621 GRIFFITHARCHITECTS.COM

Exhibit B



# WORK AUTHORIZATION

| | |
|---|---|
| date | **12.06.2024** |
| client | **City of Oroville, Tim Kaber PE.**<br>**tkaber@cityoforoville.org** |
| project<br>location | **Current Code & Cost analysis of 2000 Challenger Fire Station Conversion**<br>**2000 Challenger Avenue**<br>**Oroville, California** |
| services | **Review and advise regarding code issues for a conversion of an existing office/warehouse building to Fire Station use, per the attached letter.** |
| fee | **Eleven thousand five hundred dollars ($11,500).**<br>Additional work, if authorized in advance in writing will be done on a time and material basis per the attached rate schedule. |
| initial payment | **zero**<br>to be applied to final invoice |
| terms | **Work Authorization is made by warranted signature below. Authorization is completed upon Griffith Architects' receipt of executed Work Authorization, initial payment and required project information. Valid only if returned within 90 days.** |

GRIFFITH ARCHITECTS

**DAVID M. GRIFFITH, AIA**
Architect C23092,
expires 7/31/2025
Professional Engineer, C34730
expires 9/30/2025

CLIENT or AUTHORIZED AGENT

**Tim Kaber, PE**
Client's Representative

GRIFFITH ARCHITECTS
ARCHITECTURE | ENGINEERING | INTERIORS
242 BROADWAY SUITE B CHICO CALIFORNIA 95928 530.343.4621 GRIFFITHARCHITECTS.COM

# SCHEDULE OF RATES

**PERSONNEL**

| | |
|---|---|
| Principal Architect | $236.00 per hour |
| Principal Engineer | $236.00 |
| Associate Architect | $166.00 |
| Associate Engineer | $166.00 |
| Interior Designer | $125.00 |
| Architectural Associate | $125.00 |
| Engineering Associate | $125.00 |
| Associate Interior Designer | $73.00 |
| Graphics Associate | $73.00 |
| Architectural Assistant | $73.00 |
| Clerical | $73.00 |

**EQUIPMENT & MISCELLANEOUS**

| | |
|---|---|
| Automobile | $ 0.67 per mile, or Federal Rate, whichever is less. |
| white prints d size (22”x 34”) | $ 2.00 per page |
| high toner white prints d size (22”x 34”) | $ 4.00 per page |
| photocopies & laser output | (single sided; x 1.8 for double sided) |
| (8.5”x 11”) | $ 0.12 per page |
| (8.5”x 14”) | $ 0.18 |
| (11”x 17”) | $ 0.27 |
| Raster color output | $ 3.50/sf |
| Telecommunications (long distance) | actual cost x 1.20 |
| Expenses (as documented) | actual cost x 1.20 |

01.01.2024 subject to revision 01.01.2025

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# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **KAYLA REASTER, ASSISTANT CITY CLERK**

**RE:** **APPROVAL OF DIGITAL SIGNATURE POLICY**

**DATE:** **FEBRUARY 4, 2025**

## SUMMARY

The City Council shall consider adopting a digital signature policy. The City of Oroville currently relies on traditional wet signatures for most of its documentation, including contracts, agreements, and other official records. The increasing shift towards digitalization has prompted the need for a secure, efficient, and legally recognized method for electronic signatures. Implementing a Digital Signature Policy will enable the City to leverage technology to improve workflow, reduce paper usage, and expedite processes.

## DISCUSSION

Digital signatures provide a secure and efficient way to sign documents electronically, ensuring the authenticity, integrity, and non-repudiation of signed documents. This policy will outline the acceptable use, security protocols, and verification processes for digital signatures within the City's operations.

- **Efficiency**: Reduces the time required to execute documents and complete transactions.
- **Cost Savings**: Minimizes the use of paper, printing, and physical storage.
- **Accessibility**: Enables remote signing, facilitating timely approvals and actions.
- **Security**: Enhances document security through encryption and audit trails.

## FISCAL IMPACT

No fiscal impact by adoption of policy.

## RECOMMENDATION

Approve the proposed Digital Signature Policy, Adopt Resolution No. 9342 and Authorize the Mayor to Sign.

**ATTACHMENTS**
Resolution No. 9342

**City of Oroville**

**Resolution No. 9342**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING AND ADOPTING THE DIGITAL SIGNATURE POLICY**

**WHEREAS,** the City of Oroville recognizes the need to modernize its administrative processes and improve efficiency in its operations; and

**WHEREAS,** the City Council acknowledges the benefits of adopting digital signatures, including enhanced security, reduced paper usage, cost savings, and increased accessibility; and

**WHEREAS,** the proposed Digital Signature Policy establishes guidelines for the use, authentication, security, and compliance of digital signatures in City operations; and

**WHEREAS,** the adoption of this policy will ensure that the City's electronic transactions are secure, legally compliant, and aligned with best practices;

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

1. The Digital Signature Policy, attached hereto as Exhibit A, is hereby approved and adopted.
2. The City Administrator and IT Manager, or designee, is authorized to implement the Digital Signature Policy and take any necessary actions to ensure its effective use across all applicable City departments.
3. The City Clerk is directed to maintain a copy of this resolution and the Digital Signature Policy in the official records of the City.
4. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held on February 4, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**Form Approved As To:**

_____

**David Ritchie, Assistant City Attorney**

_____

**David W. Pittman, Mayor**

_____

**Kayla Reaster, Assistant City Clerk**

# CITY OF OROVILLE

## E-SIGNATURE POLICY

**January 21, 2025**

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## A. PURPOSE

The Citywide e-Signature Policy shall be used by City of Oroville Departments to increase productivity by using electronic and digital signature technology to collect and preserve signatures on documents quickly, securely, and efficiently.

This Policy establishes when e-Signature technology may replace a hand-written signature, with the goal of encouraging the use of paperless, electronic documents whenever appropriate and allowed by the law.

While the use of e-Signatures is suggested and encouraged, this Policy does not require any Department to use e-Signatures, nor can the City mandate that any third party signing a document use e-Signatures.

## B. DEFINITIONS

**e- Signature**

Refers to both digital and electronic signatures.

**Metadata**

A set of data that describes and gives information about other data which can make tracking and working with specific data easier.

**Digital Signature**

(short definition) A type of electronic signature that encrypts documents with digital codes that are difficult to duplicate. Typically, programs similar to DocuSign or Adobe Sign are used for routing the document for signature to capture the metadata.

(long definition[2]) An electronic identifier, created by a computer, intended by the party using it to have the same force and effect as the use of a manual signature. Per California Government Code Section 16.5 the following are required:

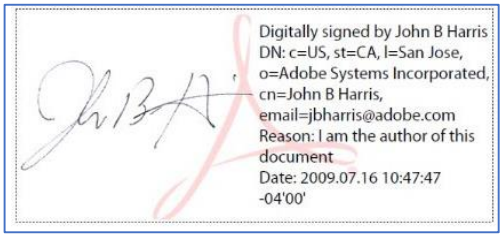
1. It is unique to the person using it.
2. It is capable of verification.
3. It is under the sole control of the person using it.
4. It is linked to data in such a manner that if the data is changed, the digital signature is invalidated.
5. It conforms to regulations adopted by the Secretary of State.

[1] Long definitions were taken from the California Secretary of State Website: https://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures/frequently-asked-questions/

- The use or acceptance of a digital signature shall be at the option of the parties.

- There are two types of technologies that qualify: public key cryptography (PKC) and signature dynamics.
  - **PKC -** third-party verification of the signature with a certificate. This is currently the most commonly used technology.
  - **Signature Dynamics** - measuring the way a person writes his or her signature by hand on a flat surface and binding measurements to a message through the use of cryptographic techniques.

- These are examples of PKC Digital Signatures:




**<u>Electronic Signature</u>**

(short definition) An electronic symbol of a signature. The signature can be an inserted image file, drawn, or copy/pasted from most programs including Adobe DC and Microsoft Office Products.

(long definition[3]) An electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.

- The Uniform Electronic Transaction ACT (UETA) authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency.
- This is an example of an electronic signature:

**<u>Wet Signature</u>**

A signature signed with pen and ink on paper.

[2] Long definitions were taken from the California Secretary of State Website: https://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures/frequently-asked-questions/

**Facsimile (FAX) or Scanned Signature**
A signature that is copied or scanned from a document bearing an authorized original signature.

Under California law, a document bearing a facsimile signature is equivalent to the original copy in most situations unless an original signature is required by law.

While California law allows for the use of fax or scanned signatures in many cases, the Secretary of State's regulations which govern City operations do not authorize the use of fax or scanned signatures as a method to create a legally enforceable agreement. Therefore, the use of fax or scanned signature is not allowed when creating an agreement with a third party in those instances where an authorized original signature is required.

## C. BACKGROUND & LAWS

e-Signature is the broad umbrella category under which all electronic and digital signatures fall.

The legality and use of e-Signatures are governed by Federal and State law. (See 15 United States Code, section 7001, et seq. [U.S. Federal Electronic Signatures in Global and National Commerce Act]; California Government Code, section 16.5; California Civil Code, section 1633.1, et seq.)

15 United States Code, section 7001
https://uscode.house.gov/view.xhtml?path=/prelim@title15/chapter96&edition=prelim

(a) In general
Notwithstanding any statute, regulation, or other rule of law (other than this subchapter and subchapter II), with respect to any transaction in or affecting interstate or foreign commerce—

(1) a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and

(2) a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.

(b) Preservation of rights and obligations
(c) Consumer disclosures
(d) Retention of contracts and records
(e) Accuracy and ability to retain contracts and other records
(f) Proximity
(g) Notarization and acknowledgment
(h) Electronic agents
(i) Insurance
(j) Insurance agents and brokers

California Government Code Section 16.5
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=16.5.

(a) In any written communication with a public entity, as defined in Section 811.2, in which a signature is required or used, any party to the communication may affix a signature by use of a digital signature that complies with the requirements of this section. If a public entity elects to use a digital signature, that digital signature shall have the same force and effect as the use of a manual signature if and only if it embodies all of the following attributes:

(1) It is unique to the person using it.

(2) It is capable of verification.

(3) It is under the sole control of the person using it.

(4) It is linked to data in such a manner that if the data are changed, the digital signature is invalidated.

(5) It conforms to regulations adopted by the Secretary of State. Initial regulations shall be adopted no later than January 1, 1997. In developing these regulations, the secretary shall seek the advice of public and private entities, including, but not limited to, the Department of Information Technology, the California Environmental Protection Agency, and the Department of General Services. Before the secretary adopts the regulations, he or she shall hold at least one public hearing to receive comments.

(b) The use or acceptance of a digital signature shall be at the option of the parties. Nothing in this section shall require a public entity to use or permit the use of a digital signature.

(c) Digital signatures employed pursuant to Section 71066 of the Public Resources Code are exempted from this section.

(d) “Digital signature” means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code.

(e) Nothing in this section shall limit the right of a public entity or government agency to use and accept an “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code.

(f) Regulations adopted by the Secretary of State to implement this section apply only to a public entity’s use of a “digital signature” and not to use of any other type of “electronic

signature" authorized in the Uniform Electronic Transactions Act (Title 2.5 (commencing with Section 1633.1) of Part 2 of Division 3 of the Civil Code).

California Civil Code, Uniform Electronic Transactions Act: Division 3, Part 2, Title 2.5, Sections 1633.1-1633.17.
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CIV&division=3.&title=2.5.&part=2.&chapter=&article=
Excerpts:

1633.2. In this title the following terms have the following definitions: …
(e) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
(g) "Electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means.
(h) "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. For purposes of this title, a "digital signature" as defined in subdivision (d) of Section 16.5 of the Government Code is a type of electronic signature.

1633.3.
(a) Except as otherwise provided in subdivisions (b) and (c), this title applies to electronic records and electronic signatures relating to a transaction.
(b) This title does not apply to transactions subject to the following laws: …

1633.7.
(a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
(b) A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.
(c) If a law requires a record to be in writing, an electronic record satisfies the law.
(d) If a law requires a signature, an electronic signature satisfies the law.

California Secretary of State Title 2; Division 7; Chapter 10; Sections 22000-22005.
https://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures/

22000 Definitions.
22001 Digital Signatures Must Be Created By An Acceptable Technology.
22002 Criteria For Determining If A Digital Signature Technology Is Acceptable.
22003 List of Acceptable Technologies.
22004 Provisions For Adding New Technologies to the List of Acceptable Technologies.
22005 Issues to Be Addressed By Public Entities When Using Digital Signatures.

## D. INTENTIONS

**Security and Legal Compliance**

The use of e-forms and digital signatures provide a secure method of signing and transferring documents electronically. A document cannot be altered after the signer has completed the digital signature. Additionally, a history of any changes made to the document prior to the signature is kept within the document and cannot be changed or deleted. When digital signatures are used, hash values are attached to the document to verify the authenticity of a document and it's signatures during any transfer for added security.

**Integration into Business Processes**

The e-Signature process may fit into pre-existing business practices, provide automated processes, retrieve documents, use standard Application Program Interface (API), generate reminders and expiration settings, and allow multiple people to view a document and track its progress.

**Simplified Workflow**

e-Signatures eliminate resource-intensive processes that require agencies, the public, and staff to manually sign documents. Features of the digital signatures include automation of simple forms, ability to track and review changes, vary the recipient roles, and tag signatures.

**Cost Benefits and Sustainability**

There are potential cost savings from not having to print, file, scan, and store paper copies. The City may also save on certified postage, printing, ink, envelopes, and paper. Staff time can be significantly reduced by not having to personally deliver and pick up documents and follow up with non-responsive signers.

## E. POLICY APPLICATION

This Policy applies to any document requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the Policy of the City to encourage the use of e-Signatures in internal and external activities, documents, and transactions where it is operationally feasible to do so, where existing technology permits, and where it is otherwise appropriate based on the Department's preferences. In such situations, affixing an e-signature to the document in a manner consistent with this Policy shall satisfy the City's requirements for signing a document. As used in this Policy, the term "signature" includes using initials on a document instead of a signature.

## F. DEPARTMENT DISCRETION

Each Department has discretion to decide whether to permit the use of e-Signatures and shall work with City Attorney to determine where applicable laws permit an electronic or digital signature to be used. In addition, each Department that opts to use e-Signatures must adopt/amend their business practices to support the requirements of this Policy.

## G. LEGAL AUTHORITY TO SIGN

This Policy applies to all signatures used in processing various City Documents and assumes the City signer has been given the authority to sign as determined by a Department business process and the Board of Supervisors.

## H. WHEN TO USE E-SIGNATURES

Here is some general guidance on when e-Signatures can and cannot be used:

1. A wet signature is required any time a party declines to provide a digital signature, because the use of a digital signature requires the agreement of the parties (Govt Code § 16.5, subdivision (b) and Civil Code § 1633.5, subdivision (b)).

2. Civil Code § 1633.7 provides that, generally, electronic records and electronic signatures are legal and enforceable, when the law only requires a "signature":

> "(a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
>
> (b) A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.
>
> (c) If a law requires a record to be in writing, an electronic record satisfies the law.
>
> (d) If a law requires a signature, an electronic signature satisfies the law."

However, the Uniform Electronic Transactions Act (UETA, Civil Code § 1633.1 et seq.) does not apply to certain transactions subject to specific laws (See Civil Code § 1633.3, subdivision (b) for a list of the excluded transactions), such as the law governing the creation and execution of wills, codicils or testamentary trusts, along with a list of other statutes. Therefore, presumably, specific requirements, such as wet signatures may be required for these transactions.

**Document & Signature Types**

This Policy is intended to broadly permit the use of e-Signatures. Examples of common types of documents are listed in the following table, with notes on each type of document. The examples are provided for illustration purposes only. Agencies/Departments should work with City Attorney to determine where applicable laws permit an e-Signature to be used.

| Document Type Examples | e-Signature Acceptable | Electronic or Digital | Notes |
|---|---|---|---|
| Memo, Forms, and General Correspondence | Yes | Electronic or Digital | Dept. Standards |
| Contracts | Yes | Digital | |
| Certificates, Permits | Yes, if allowed by law | Depends on law | Work with City Attorney |
| Documents Requiring Notarization | No | | |

Electronic signatures can generally be used for signatures that do not require any further verification or encryption, typically internal informal documents.

Digital signatures should be used for signatures that require an additional layer of verification and encryption, typically external and formal documents.

**Cost Implications**

Using digital signatures for all documents that require signature fully ensures authenticity and security. However, the cost per license and storage diminish the return making digital signatures not cost effective for all documents. Each Department shall evaluate this within their own environment and business processes.

## I. DOCUMENTS INVOLVING OTHER PARTIES

In the case of contracts or transactions which must be signed by outside parties, each party to the agreement must agree in advance to the use of an e-Signature; they must be permitted to decide either way. Such consent may be withdrawn by the other party at any time such that future documents must be signed in hardcopy format.

When a document is digitally signed by all parties, the City will provide a copy of the completed/executed document to the other parties in an electronic format that is capable of being retained and printed by all other parties.

## J. SETUP AND USE

**Setup**

Each Department shall set up a workflow for routing documents that require digital signatures. This flow chart can be used to identify how many product licenses are needed. At a minimum, the Department's procedures shall include maintaining a list of documents, applications, and business processes utilizing e-Signatures technologies and include procedures for monitoring the use of Digital Signatures.

To set up employees authorized to send out documents for digital signature, a request shall be originated with the Department's IT staff.

**Use**

All City users of e-Signature technology shall conform to the rules set forth in the City of Oroville Employee Technology Use Policy.

No person shall share their passcode for authentication for digitally signed documents.

When sending digitally signed documents to other parties (internal or external), users shall send the original PDF document. Note that a printed or scanned copy will not suffice for a digital signature because it would not contain the metadata which provides the validation of the signature.

However, if only an electronic signature is required, a printed or scanned copy of a digitally signed document may suffice, if the Department chooses to accept it. Accompanying this with a printout of the digital signature metadata may provide existing support and information.

The Department that executes the final digitally signed document shall confirm that the document signatures have not been broken.

## K. STORAGE AND ARCHIVING

If a document exists only electronically, steps shall be taken by each Department to ensure that an unalterable version of the final document is stored. If the document is a digitally signed document, ensure that the metadata and history are saved with the final document. It is up to each Department to decide how to store these final electronic documents, so long as it does so in a manner consistent with the applicable City retention policies and any applicable laws. Each Department shall have a storage and archiving plan in concurrence with the initiation of the e-Signature deployment.

## L. PROVIDERS

Each Department using digital signatures shall verify that the selected provider is on the *Approved List of Digital Signature Certification Authorities*[5] certified by the California Secretary of State for use by public entities.

## M. CONCLUSION

The use of e-Signatures is intended to make the City of Oroville business practices more efficient. The process eliminates the need to print, file and store paper copies of documents that can now be authenticated digitally and stored electronically. This Policy is intended to be broadly interpreted to allow for the use of e-Signatures whenever legally applicable to City Business needs.

[3] https://www.sos.ca.gov/administration/regulations/current-regulations/technology/digital-signatures/approved-certification-authorities/