



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

September 02, 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: Chuck Reynolds, Scott Thomson, Tracy Johnstone, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The City Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – Two Cases.
2. 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
3. Pursuant to Government Code Section 54956.8, the Council will meet with the staff regarding Conference with Real Property Negotiations for 1200 Myers Street, Oroville, CA 95965
APN: 012-032-033-000

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

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.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 7** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. APPROVAL OF MASTER SALARY SCHEDULE – ADDITION OF PAYROLL TECHNICIAN

The City Council shall review and consider approval of the updated Master Salary Schedule, which includes adding the Payroll Technician position.

ACTION REQUESTED -

APPROVE MASTER SALARY SCHEDULE WITH THE ADDITION OF THE PAYROLL TECHNICIAN

2. CONSIDERATION AND APPROVAL OF A JOB DESCRIPTION FOR A FIRE MARSHAL/INSPECTOR

The City Council shall consider and adopt a job description for Fire Marshal/Inspector.

ACTION REQUESTED -

APPROVE THE ATTACHED JOB DESCRIPTION FOR FIRE MARSHAL/INSPECTOR AND SALARY RANGE.

3. BRANDLEY ENGINEERING TASK ORDERS NOS. 1 & 2 OF AGREEMENT NO. 3548 FOR ENGINEERING AND CONSTRUCTION MANAGEMENT FOR 2025 AIRPORT PROJECTS

The City Council shall consider approving 2 task orders from Brandley Engineering:

Task Order No. 1 – Engineering design and construction management services for Crack Seal Taxiway L and the North Tie Down Apron for an amount not-to-exceed \$98,500.00

Task Order No. 2 – Engineering design and construction management services for Crack Seal South Tie Down Apron, Tee Hangar Taxilanes, and Runway 13-31 Marking Upgrades for an amount not-to-exceed \$141,500.00.

These projects are planned for implementation at the Oroville Municipal Airport during the 2025/2026 Fiscal Year.

ACTION REQUESTED -

APPROVE BRANDLEY TASK ORDERS NOS.1 & 2 AND AUTHORIZE THE MAYOR TO SIGN BOTH TASK ORDERS ON BEHALF OF THE CITY.

4. PRE-APPROVAL OF CONTRACT AWARD FOR AIRPORT CRACK SEAL PROJECTS PENDING FAA GRANT OFFER WITH Q&D CONSTRUCTION

The City Council shall consider pre-approving the award of contract for two crack sealing projects at the Oroville Municipal Airport. This pre-approval will allow work to begin promptly once the FAA grant award is finalized, ensuring the projects can be completed during the upcoming fall construction season.

ACTION REQUESTED -

AUTHORIZE THE CITY ADMINISTRATOR, OR HIS DELEGATE, TO ENTER INTO A CONTRACT WITH Q&D CONSTRUCTION IN THE AMOUNT OF \$280,000.00 FOR THE WORK STATED ABOVE, CONTINGENT UPON RECEIVING THE GRANT AWARDS FROM THE FAA FOR THE PROJECTS.

5. CONTRACT FOR SCHEDULE B – PROJECT 2: RUNWAY 13-31 MARKING UPGRADES WITH SPECIALIZED PAVEMENT MARKING LLC

The City Council shall consider pre-authorization to award bid for contract for marking upgrades on runway 13-31 at Oroville Municipal Airport.

ACTION REQUESTED –

AUTHORIZE THE CITY ADMINISTRATOR, OR HIS DELEGATE, TO AWARD CONTRACT TO SPECIALIZED PAVEMENT MARKING LLC IN THE AMOUNT OF \$65,400.00 ONCE OFFICIAL GRANT AWARD DOCUMENTATION HAS BEEN PROCESSED.

6. NOT-TO-EXCEED AGREEMENT WITH PRECISION CONCRETE CUTTING (PCC) FOR SIDEWALK MAINTENANCE AND TRIP HAZARD REPAIR

The City Council shall consider approving a not-to-exceed agreement in the amount of \$18,000 with Precision Concrete Cutting (PCC) to assess and repair uneven sidewalks within the Oroville High School zone. The work will address trip hazards and improve pedestrian safety through PCC's specialized horizontal saw-cutting method, providing a cost-effective alternative to full slab replacement.

ACTION REQUESTED -

APPROVE AGREEMENT NO. 3564 WITH PRECISION CONCRETE CUTTING AND AUTHORIZE THE MAYOR TO SIGN.

7. APPROVAL OF REGULAR MEETING MINUTES

The City Council shall consider approving the drafted regular meeting minutes of 08.19.2025.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

8. CONTRACT AMENDMENT WITH TABLE MOUNTAIN GOLF COURSE FOR OPERATING AND MAINTAINING CITY OWNED FACILITY

The City contracts with Table Mountain Golf Club, Inc. (TMGC) to operate and maintain the City golf course. The Council will consider amending a portion of the agreement which provides revenue to the City and partial reimbursement for costs associated with projects which are approved by the Council to TMGC.

ACTION REQUESTED -

APPROVE CONTRACT AMENDMENT AND AUTHORIZE THE MAYOR TO SIGN.

9. DISCUSSION AND DIRECTION REGARDING ZONING CODE DIRECTIONS FOR TATTOOING, PERMANENT MAKEUP, AND RELATED SERVICES

The City Council shall provide direction regarding potential amendments to the Zoning Code to clarify how the City classifies tattooing, permanent makeup (PMU), micro- tattooing, micropigmentation, and related services. The Ad Hoc Business Advocacy Committee has recommended reclassifying these services as lower intensity uses. Staff has explored several options and is presenting a recommendation along with alternatives for Council consideration.

ACTION REQUESTED -

STAFF RECOMMENDS THAT THE CITY COUNCIL PROVIDE DIRECTION ON WHETHER TO PURSUE A ZONING CODE AMENDMENT RELATED TO TATTOOING, PERMANENT MAKEUP, MICROPIGMENTATION, AND MICRO-TATTOOING SERVICES.

STAFF RECOMMENDS OPTION 1, WHICH WOULD TREAT ALL PIGMENT-BASED SERVICES THE SAME. THIS APPROACH IS CONSISTENT WITH STATE LAW, SIMPLIFIES ENFORCEMENT, AND ENSURES UNIFORM TREATMENT OF SIMILAR USES.

HOWEVER, THE FOLLOWING OPTIONS ARE PRESENTED FOR COMPARISON AND DISCUSSION:

TREAT ALL PIGMENT-BASED SERVICES THE SAME, WITH COUNCIL DETERMINING WHETHER THEY SHOULD BE REGULATED AS LOW-IMPACT OR MODERATE-IMPACT USES.

NO CHANGE TO THE CURRENT ZONING CODE (RETAIN EXISTING CLASSIFICATIONS).

CREATE A NEW “COSMETIC PIGMENTATION SERVICES” DEFINITION TO ALLOW CERTAIN PIGMENT-BASED COSMETIC SERVICES TO BE CLASSIFIED AS LOW-IMPACT PERSONAL SERVICES.

DIRECTION FROM COUNCIL WILL GUIDE STAFF IN PREPARING A DRAFT ORDINANCE FOR FUTURE REVIEW AND PUBLIC HEARINGS BEFORE THE PLANNING COMMISSION AND CITY COUNCIL.

10. TABLE FOR 8 AT THE 2025 OROVILLE ECONOMIC ALLIANCE ANNUAL BBQ

The City Council shall consider purchasing a table for 8 at the annual Oroville Economic Alliance BBQ for a price of \$510.00.

ACTION REQUESTED -

APPROVE THE PURCHASE OF A TABLE FOR AN AMOUNT NOT-TO-EXCEED \$510.00.

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

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FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence – None received.

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on September 16, 2025 at 4:00 p.m.

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

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: MEGAN WILLIAMS – HUMAN RESOURCE ANALYST

**RE: APPROVAL OF MASTER SALARY SCHEDULE – ADDITION OF
PAYROLL TECHNICIAN**

DATE: SEPTEMBER 2, 2025

SUMMARY

The City Council shall review and consider approval of the updated Master Salary Schedule, which includes adding the Payroll Technician position.

DISCUSSION

The Payroll Technician position was approved by the City Council on August 6, 2024; however, it was not subsequently added to the Master Salary Schedule. This position shares the same salary range as the Accounting Analyst classification.

FISCAL IMPACT

None

ACTION REQUESTED -

**APPROVE MASTER SALARY SCHEDULE WITH THE ADDITION OF THE PAYROLL
TECHNICIAN**

ATTACHMENTS

Updated Master Salary Schedule

CITY OF OROVILLE MASTER SALARY SCHEDULE									
Revised: December 23, 2024									
Approved by Council: 02/18/2025									
ELECTED OFFICIAL'S STIPEND SCHEDULE									
Mayor	\$600	Monthly	Plus \$5/Mtg. Up to 2 Mtgs. Per Month						
Council Members	\$500	Monthly							
Treasurer	\$500	Monthly							
DEPARTMENT HEAD'S SALARY SCHEDULE									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
City Administrator	\$168,132	\$176,538	\$185,365	\$194,633	\$204,365	\$214,583	\$225,312	Bonus*	Annual
	\$14,011.00	\$14,711.50	\$15,447.08	\$16,219.42	\$17,030.42	\$17,881.92	\$18,776.00		Monthly
	\$80.8327	\$84.8740	\$89.1178	\$93.5736	\$98.2524	\$103.1649	\$108.3231		Hourly
Police Chief	\$135,465	\$142,238	\$149,350	\$156,817	\$164,658	\$172,891	\$181,536	\$190,612	Annual
	\$11,288.73	\$11,853.16	\$12,445.82	\$13,068.11	\$13,721.52	\$14,407.59	\$15,127.97	\$15,884.37	Monthly
	\$65.1273	\$68.3836	\$71.8028	\$75.3929	\$79.1626	\$83.1207	\$87.2768	\$91.6406	Hourly
Department Heads	\$122,282	\$128,714	\$135,486	\$142,619	\$150,123	\$158,028	\$166,345	\$175,100	Annual
	\$10,190.13	\$10,726.16	\$11,290.52	\$11,884.91	\$12,510.21	\$13,168.98	\$13,862.08	\$14,591.67	Monthly
	\$58.7892	\$61.8817	\$65.1376	\$68.5668	\$72.1743	\$75.9749	\$79.9736	\$84.1827	Hourly
Assistant Police Chief	\$117,795	\$123,685	\$129,869	\$136,363	\$143,181	\$150,340	\$157,857	\$165,750	Annual
	\$9,816.28	\$10,307.10	\$10,822.45	\$11,363.57	\$11,931.75	\$12,528.34	\$13,154.76	\$13,812.50	Monthly
	\$56.6324	\$59.4640	\$62.4372	\$65.5591	\$68.8370	\$72.2789	\$75.8928	\$79.6875	Hourly
Assistant Director of Public Work/ City Engineer	\$113,128	\$118,784	\$124,724	\$130,960	\$137,508	\$144,383	\$151,602	\$159,182	Annual
	\$9,427.33	\$9,898.70	\$10,393.64	\$10,913.32	\$11,458.98	\$12,031.93	\$12,633.53	\$13,265.20	Monthly
	\$54.3885	\$57.1079	\$59.9633	\$62.9614	\$66.1095	\$69.4150	\$72.8857	\$76.5300	Hourly
Deputy City Clerk	\$80,909.69	\$84,955.18	\$89,202.94	\$93,663.08	\$98,346.24	\$103,263.55	\$108,426.73	\$113,848.06	Annual
	\$6,742.47	\$7,079.60	\$7,433.58	\$7,805.26	\$8,195.52	\$8,605.30	\$9,035.56	\$9,487.34	Monthly
	\$38.8989	\$40.8438	\$42.8860	\$45.0303	\$47.2818	\$49.6459	\$52.1282	\$54.7346	Hourly
OROVILLE MANAGER'S ASSOCIATION									
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Police Lieutenant	\$102,430.78	\$107,552.32	\$112,929.94	\$118,576.43	\$124,505.25	\$130,730.52	\$137,267.04	\$144,130.39	Annual
	\$8,535.90	\$8,962.69	\$9,410.83	\$9,881.37	\$10,375.44	\$10,894.21	\$11,438.92	\$12,010.87	Monthly
	\$49.2456	\$51.7078	\$54.2932	\$57.0079	\$59.8583	\$62.8512	\$65.9938	\$69.2935	Hourly
Project Mgr./Sr. Civil Engineer	\$90,475.41	\$94,999.18	\$99,749.14	\$104,736.60	\$109,973.43	\$115,472.10	\$121,245.70	\$127,307.99	Annual
	\$7,539.62	\$7,916.60	\$8,312.43	\$8,728.05	\$9,164.45	\$9,622.67	\$10,103.81	\$10,609.00	Monthly
	\$43.4978	\$45.6727	\$47.9563	\$50.3541	\$52.8718	\$55.5154	\$58.2912	\$61.2058	Hourly
IT Manager	\$103,816.79	\$109,007.63	\$114,458.01	\$120,180.91	\$126,189.96	\$132,499.45	\$139,124.43	\$146,080.65	Annual
	\$8,651.40	\$9,083.97	\$9,538.17	\$10,015.08	\$10,515.83	\$11,041.62	\$11,593.70	\$12,173.39	Monthly
	\$49.9119	\$52.4075	\$55.0279	\$57.7793	\$60.6682	\$63.7017	\$66.8867	\$70.2311	Hourly
Airport Manager	\$80,392.35	\$87,078.84	\$91,434.25	\$96,006.19	\$100,805.93	\$105,845.89	\$111,138.46	\$116,696.08	Annual
Building Official	\$6,699.36	\$7,256.57	\$7,619.52	\$8,000.52	\$8,400.49	\$8,820.49	\$9,261.54	\$9,724.67	Monthly
	\$38.65	\$41.86	\$43.96	\$46.16	\$48.46	\$50.89	\$53.43	\$56.10	Hourly
Public Works Manager	\$80,231.89	\$84,243.48	\$91,251.75	\$95,814.56	\$100,604.72	\$105,634.62	\$110,916.63	\$116,463.15	Annual
	\$6,685.99	\$7,020.29	\$7,604.31	\$7,984.55	\$8,383.73	\$8,802.89	\$9,243.05	\$9,705.26	Monthly
	\$38.5730	\$40.5017	\$43.8710	\$46.0647	\$48.3677	\$50.7859	\$53.3253	\$55.9919	Hourly
Accounting Manager	\$80,737.35	\$84,774.22	\$91,826.64	\$96,418.19	\$101,238.53	\$106,300.12	\$111,615.40	\$117,196.87	Annual

HR Manager	\$6,728.11	\$7,064.52	\$7,652.22	\$8,034.85	\$8,436.54	\$8,858.34	\$9,301.28	\$9,766.41	Monthly
	\$38.8160	\$40.7568	\$44.1474	\$46.3549	\$48.6724	\$51.1058	\$53.6613	\$56.3446	Hourly
OPOA SWORN AND NON-SWORN 1ST TIER									
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F			
Sergeant	\$94,108.28	\$98,813.69	\$103,754.38	\$108,942.10	\$114,389.20	\$120,108.66	Annual		
	\$7,842.36	\$8,234.47	\$8,646.20	\$9,078.51	\$9,532.43	\$10,009.05	Monthly		
	\$45.2444	\$47.5066	\$49.8819	\$52.3760	\$54.9948	\$57.7445	Hourly		
Rotational Detective/OIC	\$86,265.93	\$90,579.23	\$95,108.19	\$99,863.60	\$104,856.78	\$110,099.62	Annual		
10% Above Police Officer	\$7,188.83	\$7,548.27	\$7,925.68	\$8,321.97	\$8,738.06	\$9,174.97	Monthly		
	\$41.4740	\$43.5477	\$45.7251	\$48.0113	\$50.4119	\$52.9325	Hourly		
Police Officer	\$78,423.57	\$82,344.75	\$86,461.99	\$90,785.09	\$95,324.34	\$100,090.56	Annual		
	\$6,535.30	\$6,862.06	\$7,205.17	\$7,565.42	\$7,943.70	\$8,340.88	Monthly		
	\$37.7036	\$39.5888	\$41.5683	\$43.6467	\$45.8290	\$48.1205	Hourly		
Reserve Police Officer	\$37.7036	\$39.5888	\$41.5683	\$43.6467	\$45.8290	\$48.1205	Hourly		
Reserve Investigator	\$25.0000						Hourly		
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G		
Police Dispatch Supervisor	\$63,476.84	\$66,650.68	\$69,983.22	\$73,482.38	\$77,156.50	\$81,014.32	\$85,065.04	Annual	
	\$5,289.74	\$5,554.22	\$5,831.93	\$6,123.53	\$6,429.71	\$6,751.19	\$7,088.75	Monthly	
	\$30.5177	\$32.0436	\$33.6458	\$35.3281	\$37.0945	\$38.9492	\$40.8967	Hourly	
Public Information Officer	61,627.99	64,709.39	67,944.86	71,342.10	74,909.21	78,654.67	82,587.40	Annual	
	\$5,135.67	\$5,392.45	\$5,662.07	\$5,945.18	\$6,242.43	\$6,554.56	\$6,882.28	Monthly	
	\$29.6288	\$31.1103	\$32.6658	\$34.2991	\$36.0140	\$37.8147	\$39.7055	Hourly	
Police Admin. Assistant	\$46,047.18	\$48,349.54	\$50,767.02	\$53,305.37	\$55,970.64	\$58,769.17	\$61,707.63	Annual	
	\$3,837.27	\$4,029.13	\$4,230.58	\$4,442.11	\$4,664.22	\$4,897.43	\$5,142.30	Monthly	
	\$22.1381	\$23.2450	\$24.4072	\$25.6276	\$26.9090	\$28.2544	\$29.6671	Hourly	
Police Dispatcher	\$49,588.32	\$52,067.74	\$54,671.12	\$57,404.68	\$60,274.91	\$63,288.66	\$66,453.09	Annual	
	\$4,132.36	\$4,338.98	\$4,555.93	\$4,783.72	\$5,022.91	\$5,274.05	\$5,537.76	Monthly	
	\$23.8405	\$25.0326	\$26.2842	\$27.5984	\$28.9783	\$30.4272	\$31.9486	Hourly	
MLE	\$44,904.70	\$47,149.94	\$49,507.44	\$51,982.81	\$54,581.95	\$57,311.05	\$60,176.60	Annual	
	\$3,742.06	\$3,929.16	\$4,125.62	\$4,331.90	\$4,548.50	\$4,775.92	\$5,014.72	Monthly	
	\$21.5888	\$22.6682	\$23.8017	\$24.9917	\$26.2413	\$27.5534	\$28.9311	Hourly	
Police Records Technician	\$42,759.42	\$44,897.39	\$47,142.26	\$49,499.37	\$51,974.34	\$54,573.06	\$57,301.71	Annual	
	\$3,563.29	\$3,741.45	\$3,928.52	\$4,124.95	\$4,331.20	\$4,547.75	\$4,775.14	Monthly	
	\$20.5574	\$21.5853	\$22.6645	\$23.7978	\$24.9877	\$26.2370	\$27.5489	Hourly	
Police Recruit	\$60,538.29							Annual	
	\$5,044.86							Monthly	
	\$29.1049							Hourly	
MASTER SALARY SCHEDULE									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	\$81,519.18	\$85,595.14	\$89,874.89	\$94,368.64	\$99,087.07	\$104,041.42	\$109,243.49	\$114,705.67	Annual
	\$6,793.26	\$7,132.93	\$7,489.57	\$7,864.05	\$8,257.26	\$8,670.12	\$9,103.62	\$9,558.81	Monthly
	\$39.1919	\$41.1515	\$43.2091	\$45.3695	\$47.6380	\$50.0199	\$52.5209	\$55.1470	Hourly
Assistant Civil Engr.	\$74,876.88	\$78,620.72	\$82,551.76	\$86,679.35	\$91,013.32	\$95,563.98	\$100,342.18	\$105,359.29	Annual
	\$6,239.74	\$6,551.73	\$6,879.31	\$7,223.28	\$7,584.44	\$7,963.67	\$8,361.85	\$8,779.94	Monthly

	\$35.9985	\$37.7984	\$39.6883	\$41.6728	\$43.7564	\$45.9442	\$48.2414	\$50.6535	Hourly
IT Analyst	\$70,109.01	\$73,614.46	\$77,295.18	\$81,159.94	\$85,217.94	\$89,478.84	\$93,952.78	\$98,650.42	Annual
	\$5,842.42	\$6,134.54	\$6,441.27	\$6,763.33	\$7,101.49	\$7,456.57	\$7,829.40	\$8,220.87	Monthly
	\$33.7063	\$35.3916	\$37.1611	\$39.0192	\$40.9702	\$43.0187	\$45.1696	\$47.4281	Hourly
Fire Marshal/Inspector	\$65,102.18	\$68,357.29	\$71,775.15	\$75,363.91	\$79,132.11	\$83,088.71	\$87,243.15	\$91,605.30	Annual
	\$5,425.18	\$5,696.44	\$5,981.26	\$6,280.33	\$6,594.34	\$6,924.06	\$7,270.26	\$7,633.78	Monthly
	\$31.2991	\$32.8641	\$34.5073	\$36.2326	\$38.0443	\$39.9465	\$41.9438	\$44.0410	Hourly
Associate Planner	\$64,767.61	\$68,005.99	\$71,406.29	\$74,976.61	\$78,725.44	\$82,661.71	\$86,794.80	\$91,134.54	Annual
Recycling Coordinator	\$5,397.30	\$5,667.17	\$5,950.52	\$6,248.05	\$6,560.45	\$6,888.48	\$7,232.90	\$7,594.54	Monthly
	\$31.1383	\$32.6952	\$34.3299	\$36.0464	\$37.8488	\$39.7412	\$41.7283	\$43.8147	Hourly
GIS Specialist	\$62,168.24	\$65,276.65	\$68,540.48	\$71,967.51	\$75,565.88	\$79,344.18	\$83,311.39	\$87,476.96	Annual
	\$5,180.69	\$5,439.72	\$5,711.71	\$5,997.29	\$6,297.16	\$6,612.01	\$6,942.62	\$7,289.75	Monthly
	\$29.8886	\$31.3830	\$32.9522	\$34.5998	\$36.3298	\$38.1462	\$40.0536	\$42.0562	Hourly
Code Enforcement Technician III	\$63,514.95	\$66,690.70	\$70,025.23	\$73,526.49	\$77,202.82	\$81,062.96	\$85,116.11	\$89,371.91	Annual
	\$5,292.91	\$5,557.56	\$5,835.44	\$6,127.21	\$6,433.57	\$6,755.25	\$7,093.01	\$7,447.66	Monthly
	\$30.5360	\$32.0628	\$33.6660	\$35.3493	\$37.1167	\$38.9726	\$40.9212	\$42.9673	Hourly
Sr. Admin/SBF/PIO	\$61,116.93	\$64,172.78	\$67,381.42	\$70,750.49	\$74,288.01	\$78,002.41	\$81,902.53	\$85,997.66	Annual
Assistant City Clerk	\$5,093.08	\$5,347.73	\$5,615.12	\$5,895.87	\$6,190.67	\$6,500.20	\$6,825.21	\$7,166.47	Monthly
Cultural Facilities Curator	\$29.3831	\$30.8523	\$32.3949	\$34.0147	\$35.7154	\$37.5012	\$39.3762	\$41.3450	Hourly
Accounting Analyst	\$60,454.82	\$63,477.56	\$66,651.44	\$69,984.01	\$73,483.21	\$77,157.37	\$81,015.24	\$85,066.00	Annual
Payroll Technician	\$5,037.90	\$5,289.80	\$5,554.29	\$5,832.00	\$6,123.60	\$6,429.78	\$6,751.27	\$7,088.83	Monthly
	\$29.0648	\$30.5181	\$32.0440	\$33.6462	\$35.3285	\$37.0949	\$38.9496	\$40.8971	Hourly
Assistant Planner	\$57,882.96	\$60,777.11	\$63,815.96	\$67,006.76	\$70,357.10	\$73,874.95	\$77,568.70	\$81,447.14	Annual
	\$4,823.58	\$5,064.76	\$5,318.00	\$5,583.90	\$5,863.09	\$6,156.25	\$6,464.06	\$6,787.26	Monthly
	\$27.8283	\$29.2198	\$30.6808	\$32.2148	\$33.8255	\$35.5168	\$37.2926	\$39.1573	Hourly
Signal Tech/Electrician	\$58,997.37	\$61,947.24	\$65,044.60	\$68,296.83	\$71,711.67	\$75,297.26	\$79,062.12	\$83,015.22	Annual
	\$4,916.45	\$5,162.27	\$5,420.38	\$5,691.40	\$5,975.97	\$6,274.77	\$6,588.51	\$6,917.94	Monthly
	\$28.3641	\$29.7823	\$31.2714	\$32.8350	\$34.4768	\$36.2006	\$38.0106	\$39.9112	Hourly
Human Resource Analyst	\$56,185.47	\$58,994.74	\$61,944.48	\$65,041.70	\$68,293.79	\$71,708.48	\$75,293.90	\$79,058.60	Annual
	\$4,682.12	\$4,916.23	\$5,162.04	\$5,420.14	\$5,691.15	\$5,975.71	\$6,274.49	\$6,588.22	Monthly
	\$27.0122	\$28.3629	\$29.7810	\$31.2701	\$32.8336	\$34.4752	\$36.1990	\$38.0089	Hourly
Admin/Program Analyst II	\$56,137.06	\$58,943.91	\$61,891.11	\$64,985.66	\$68,234.95	\$71,646.69	\$75,229.03	\$78,990.48	Annual
Construction Inspector	\$4,678.09	\$4,911.99	\$5,157.59	\$5,415.47	\$5,686.25	\$5,970.56	\$6,269.09	\$6,582.54	Monthly
Building Inspector	\$26.9890	\$28.3384	\$29.7553	\$31.2431	\$32.8053	\$34.4455	\$36.1678	\$37.9762	Hourly
Lead Equipment Mechanic									
Lead Public Works Operator									
Lead Tree Worker									
Lead Collection System Operator									
Code Enforcement Technician II	\$54,768.19	\$57,506.60	\$60,381.93	\$63,401.03	\$66,571.08	\$69,899.63	\$73,394.61	\$77,064.34	Annual
	\$4,564.02	\$4,792.22	\$5,031.83	\$5,283.42	\$5,547.59	\$5,824.97	\$6,116.22	\$6,422.03	Monthly
	\$26.3309	\$27.6474	\$29.0298	\$30.4813	\$32.0053	\$33.6056	\$35.2859	\$37.0502	Hourly
Program Analyst I	\$50,857.42	\$53,400.30	\$56,070.31	\$58,873.83	\$61,817.52	\$64,908.39	\$68,153.81	\$71,561.50	Annual
Comm. Devel. Technician III	\$4,238.12	\$4,450.02	\$4,672.53	\$4,906.15	\$5,151.46	\$5,409.03	\$5,679.48	\$5,963.46	Monthly
	\$24.4507	\$25.6732	\$26.9569	\$28.3047	\$29.7200	\$31.2060	\$32.7663	\$34.4046	Hourly

Code Enforcement Technician	\$49,617.16	\$52,098.02	\$54,702.92	\$57,438.06	\$60,309.97	\$63,325.47	\$66,491.74	\$69,816.33	Annual
	\$4,134.76	\$4,341.50	\$4,558.58	\$4,786.51	\$5,025.83	\$5,277.12	\$5,540.98	\$5,818.03	Monthly
	\$23.8544	\$25.0471	\$26.2995	\$27.6145	\$28.9952	\$30.4449	\$31.9672	\$33.5655	Hourly
Sr. Administrative Assistant	\$48,406.91	\$50,827.26	\$53,368.62	\$56,037.05	\$58,838.90	\$61,780.85	\$64,869.89	\$68,113.38	Annual
	\$4,033.91	\$4,235.60	\$4,447.38	\$4,669.75	\$4,903.24	\$5,148.40	\$5,405.82	\$5,676.12	Monthly
	\$23.2726	\$24.4362	\$25.6580	\$26.9409	\$28.2879	\$29.7023	\$31.1874	\$32.7468	Hourly
Equipment Mechanic	\$47,226.53	\$49,587.86	\$52,067.25	\$54,670.61	\$57,404.14	\$60,274.35	\$63,288.07	\$66,452.47	Annual
	\$3,935.54	\$4,132.32	\$4,338.94	\$4,555.88	\$4,783.68	\$5,022.86	\$5,274.01	\$5,537.71	Monthly
	\$22.7051	\$23.8403	\$25.0323	\$26.2839	\$27.5981	\$28.9781	\$30.4270	\$31.9483	Hourly
Public Works Operator III	\$46,074.99	\$48,378.74	\$50,797.68	\$53,337.56	\$56,004.44	\$58,804.66	\$61,744.89	\$64,832.14	Annual
Comm. Devel. Technician II	\$3,839.58	\$4,031.56	\$4,233.14	\$4,444.80	\$4,667.04	\$4,900.39	\$5,145.41	\$5,402.68	Monthly
	\$22.1514	\$23.2590	\$24.4220	\$25.6431	\$26.9252	\$28.2715	\$29.6850	\$31.1693	Hourly
Accounting Technician III	\$49,618.19	\$52,099.10	\$54,704.05	\$57,439.26	\$60,311.22	\$63,326.78	\$66,493.12	\$69,817.78	Annual
	\$4,134.85	\$4,341.59	\$4,558.67	\$4,786.60	\$5,025.94	\$5,277.23	\$5,541.09	\$5,818.15	Monthly
	\$23.8549	\$25.0476	\$26.3000	\$27.6150	\$28.9958	\$30.4456	\$31.9678	\$33.5662	Hourly
Apprentice Electrician	\$48,105.72	\$50,511.00	\$53,036.55	\$55,688.38	\$58,472.80	\$61,396.44	\$64,466.26	\$67,689.58	Annual
	\$4,008.81	\$4,209.25	\$4,419.71	\$4,640.70	\$4,872.73	\$5,116.37	\$5,372.19	\$5,640.80	Monthly
	\$23.1277	\$24.2841	\$25.4983	\$7.0000	\$28.1119	\$29.5175	\$30.9934	\$32.5431	Hourly
Accounting Technician II	\$44,958.47	\$47,206.39	\$49,566.71	\$52,045.05	\$54,647.30	\$57,379.67	\$60,248.65	\$63,261.08	Annual
	\$3,746.54	\$3,933.87	\$4,130.56	\$4,337.09	\$4,553.94	\$4,781.64	\$5,020.72	\$5,271.76	Monthly
	\$21.6146	\$22.6954	\$23.8302	\$25.0217	\$26.2727	\$27.5864	\$28.9657	\$30.4140	Hourly
Public Works Operator II	\$43,854.96	\$46,047.71	\$48,350.09	\$50,767.60	\$53,305.98	\$55,971.28	\$58,769.84	\$61,708.33	Annual
Parks Maint. Technician II	\$3,654.58	\$3,837.31	\$4,029.17	\$4,230.63	\$4,442.16	\$4,664.27	\$4,897.49	\$5,142.36	Monthly
Building Maint. Tech II	\$21,084.1	\$22,138.3	\$23,245.2	\$24,407.5	\$25,627.9	\$26,909.3	\$28,254.7	\$29,667.5	Hourly
Collection System Operator II									
Administrative Assistant									
Human Resource Technician	\$42,571.59	\$44,700.17	\$46,935.18	\$49,281.94	\$51,746.03	\$54,333.34	\$57,050.00	\$59,902.50	Annual
	\$3,547.63	\$3,725.01	\$3,911.26	\$4,106.83	\$4,312.17	\$4,527.78	\$4,754.17	\$4,991.88	Monthly
	\$20.4671	\$21.4905	\$22.5650	\$23.6932	\$24.8779	\$26.1218	\$27.4279	\$28.7993	Hourly
Comm. Devel. Technician I	\$41,741.78	\$43,828.87	\$46,020.31	\$48,321.33	\$50,737.39	\$53,274.26	\$55,937.98	\$58,734.88	Annual
	\$3,478.48	\$3,652.41	\$3,835.03	\$4,026.78	\$4,228.12	\$4,439.52	\$4,661.50	\$4,894.57	Monthly
	\$20.0682	\$21.0716	\$22.1252	\$23.2314	\$24.3930	\$25.6126	\$26.8933	\$28.2379	Hourly
Accounting Technician	\$40,731.35	\$42,767.92	\$44,906.31	\$47,151.63	\$49,509.21	\$51,984.67	\$54,583.90	\$57,313.10	Annual
	\$3,394.28	\$3,563.99	\$3,742.19	\$3,929.30	\$4,125.77	\$4,332.06	\$4,548.66	\$4,776.09	Monthly
	\$19.5824	\$20.5615	\$21.5896	\$22.6691	\$23.8025	\$24.9926	\$26.2423	\$27.5544	Hourly
Public Works Operator I	\$42,149.66	\$44,257.14	\$46,470.00	\$48,793.50	\$51,233.18	\$53,794.83	\$56,484.58	\$59,308.80	Annual
Parks Maint. Technician I	\$3,512.47	\$3,688.10	\$3,872.50	\$4,066.13	\$4,269.43	\$4,482.90	\$4,707.05	\$4,942.40	Monthly
Collection System Operator I	\$20,264.3	\$21,277.5	\$22,341.3	\$23,458.4	\$24,631.3	\$25,862.9	\$27,156.0	\$28,513.8	Hourly
Custodian	\$37,831.90	\$39,723.50	\$41,709.67	\$43,795.15	\$45,984.91	\$48,284.16	\$50,698.36	\$53,233.28	Annual
	\$3,152.66	\$3,310.29	\$3,475.81	\$3,649.60	\$3,832.08	\$4,023.68	\$4,224.86	\$4,436.11	Monthly
	\$18.1884	\$19.0978	\$20.0527	\$21.0554	\$22.1081	\$23.2135	\$24.3742	\$25.5929	Hourly
Staff Assistant	\$38,950.48	\$40,898.00	\$42,942.90	\$45,090.05	\$47,344.55	\$49,711.78	\$52,197.37	\$54,807.24	Annual
	\$3,245.87	\$3,408.17	\$3,578.58	\$3,757.50	\$3,945.38	\$4,142.65	\$4,349.78	\$4,567.27	Monthly
	\$18.7262	\$19.6625	\$20.6456	\$21.6779	\$22.7618	\$23.8999	\$25.0949	\$26.3496	Hourly

Community Navigator	42,767.36	\$44,905.73	\$47,151.02	\$49,508.57	\$51,983.99	\$54,583.19	\$57,312.35	\$60,177.97	Annual
	3563.946775	\$3,742.14	\$3,929.25	\$4,125.71	\$4,332.00	\$4,548.60	\$4,776.03	\$5,014.83	Monthly
	20.5612	21.5893	22.6688	23.8022	24.9923	26.2419	27.5540	28.9317	Hourly



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: MEGAN WILLIAMS – HUMAN RESOURCE ANALYST

RE: CONSIDERATION AND APPROVAL OF A JOB DESCRIPTION FOR A FIRE MARSHAL/INSPECTOR

DATE: SEPTEMBER 2, 2025

SUMMARY

The City Council shall consider and adopt a job description for Fire Marshal/Inspector.

DISCUSSION

The City Council will consider the adoption of the attached job description for Fire Marshal/Inspector. The proposed salary range is below. Staff is recommending approval of both the job description and salary range.

A	B	C	D	E	F	G	H
\$88,639.00	\$93,127.65	\$97,784.03	\$102,673.23	\$107,806.90	\$113,197.24	\$118,857.10	\$124,799.96

FISCAL IMPACT

None

ACTION REQUESTED -

APPROVE THE ATTACHED JOB DESCRIPTION FOR FIRE MARSHAL/INSPECTOR AND SALARY RANGE.

ATTACHMENTS

Fire Marshal/Inspector job description

FIRE MARSHAL/INSPECTOR

DEFINITION

Responsible for enforcing fire and life safety codes to protect the public, property, and the environment. Duties may include reviewing plans for code compliance, conducting inspections of new and existing structures, and verifying fire protection systems. The role involves working directly with the public, contractors, and property owners to explain requirements, address concerns, and promote fire safety.

SUPERVISION RECEIVED AND EXERCISED

Receives general fire code direction from the Fire Chief or their designee, and administrative oversight from the Community Development Director

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Review and approve building permit plans, specifications, and revisions for compliance with applicable codes, including small-capacity occupancies, fire alarm and sprinkler systems, and panic/fire safety laws.

Inspect industrial, commercial, and residential buildings at various construction stages; verify special fire protection features; conduct annual inspections of educational, multi-family residential, hotel/motel, hazardous, and assembly buildings; inspect above-ground gas tanks, fireworks facilities, and related events.

Enforce fire safety, building, and zoning codes; respond to complaints; issue warnings and citations; prepare and prosecute cases; and testify in court as required.

Conduct plan reviews, inspections, and enforcement in cooperation with other public agencies, including the State Fire Marshal and Office of the State Architect.

Administer and enforce laws governing flame-retardant treatments, flammable decorative materials, dangerously flammable apparel, and the sale and discharge of fireworks.

Maintain detailed inspection and enforcement records; prepare reports, correspondence, and letters of instruction or recommendation.

Interpret code requirements to engineers, architects, contractors, developers, property owners, tenants, realtors, and the public; assist with permit applications; and respond to inquiries and requests for assistance.

Represent the division in City, civic, and community meetings; keep informed of new developments in code enforcement and fire safety.

Approved by Council:

May temporarily perform the duties of Building Inspection Manager/Building Inspector in their absence.

School visits and community programs, include something about fire safety presentations or community risk reduction.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and methods of fire prevention inspections.

Modern practices, techniques, and equipment for building inspection and code enforcement.

California Fire Code, building, electrical, plumbing, mechanical, and general construction codes.

Fire prevention and protection standards established by nationally recognized agencies such as the National Fire Protection Association and the National Board of Fire Underwriters.

Construction and operation of fire protection systems and appliances.

Safety standards for commercial, industrial, and residential building construction.

Research methods and resources related to building and fire code enforcement.

Basic principles of leadership and supervision.

Modern office practices and technology, including computer use for word and data processing.

Methods of letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Ability to:

Read, interpret, apply, and enforce federal, state, and local laws, codes, rules, and regulations.

Analyze problems, identify solutions, evaluate consequences, and implement recommendations in support of goals.

Interpret and review complex building plans, specifications, and blueprints.

Approved by Council:

Apply technical knowledge and inspection techniques to examine workmanship and materials, ensuring compliance with plans, regulations, and standard construction practices.

Advise on construction methods and requirements for residential, commercial, and industrial buildings.

Provide leadership and guidance to assigned staff.

Prepare clear, concise, and accurate reports.

Perform mathematical calculations with accuracy.

Gain cooperation through effective communication, discussion, and persuasion.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those encountered in the course of work.

Experience:

Minimum of five (5) years of progressively responsible fulltime career experience in fire prevention, fire investigation, or firefighting, including supervisory or management experience.

Education:

High school diploma or GED required.

Bachelor's degree from an accredited college or university is strongly preferred.

Additional Requirements:

Possession of a valid California Class "C" driver's license.

Certification as a Fire Inspector and/or Fire Investigator through the International Code Council (ICC), National Fire Protection Association (NFPA), or a recognized state agency.

Completion of Firefighter I and II certifications from a recognized fire training academy.

Approved by Council:

TYPICAL WORKING CONDITIONS

Work is performed in both office and field environments, requiring travel on surface streets and regular visits to active job sites. The incumbent may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wet or slippery surfaces, heights, fumes, dust, odors, toxic or caustic chemicals, and vibration. Duties may involve walking, standing, or sitting for extended periods; lifting, carrying, pushing, and pulling objects weighing up to 50lbs; climbing ladders or stairs; bending, stooping, and reaching; and navigating uneven terrain. Field work frequently involves exposure to varying environmental elements, and employees are expected to follow all City safety policies and procedures. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position in accordance with the Americans with Disabilities Act (ADA).

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; traverse uneven terrain; lift and/or move objects and materials of up to 50 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

**FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS
CODY NISSEN, AIRPORT MANAGER**

**RE: BRANDLEY ENGINEERING TASK ORDERS NOS. 1 & 2 OF
AGREEMENT NO. 3548 FOR ENGINEERING AND
CONSTRUCTION MANAGEMENT FOR 2025 AIRPORT PROJECTS**

DATE: SEPTEMBER 2, 2025

SUMMARY

The City Council shall consider approving 2 task orders from Brandley Engineering:

- Task Order No. 1 – Engineering design and construction management services for Crack Seal Taxiway L and the North Tie Down Apron for an amount not-to-exceed \$98,500.00
- Task Order No. 2 – Engineering design and construction management services for Crack Seal South Tie Down Apron, Tee Hangar Taxilanes, and Runway 13-31 Marking Upgrades for an amount not-to-exceed \$141,500.00.

These projects are planned for implementation at the Oroville Municipal Airport during the 2025/2026 Fiscal Year.

DISCUSSION

Three airport projects are scheduled for Fiscal Year 2025/2026 which will be funded through a combination of the Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG), Airport Improvement Program (AIP) Grant, Cal-Trans Matching Grant and City match contribution.

This table summarizes the funding sources, total costs, and contributions for the airport crack seal and marking upgrade projects as outlined in the June 17, 2025 staff report.

Project / Schedule	Total Project Cost	Federal Funding	State Funding	City Funding (Match + Ineligible)	Notes
Schedule A – Crack Seal Taxiway L and North Tie Down Apron	\$263,585 (\$157,085 for Const; \$98,500 for Eng; \$8,000 for Admin)	\$244,321 (FAA AIP – 95%)	\$12,216 (Caltrans – 5% of FAA portion)	\$7,048 (\$643 match + \$6,405 ineligible costs near FBO)	Design and construction
Schedule B – Project 1: Crack Seal South Tie Down Apron & Tee Hangar Taxilanes	\$341,815 (\$188,315 for Const; \$141,500 for Eng; \$12,000 for Admin)	\$307,529 (FAA AIG – 95%)	N/A	\$34,286 (\$16,186 match + \$18,100 ineligible costs)	Design and construction
Schedule B – Project 2: Runway 13-31 Marking Upgrade	Included in \$341,815 above	Covered under AIG funding (95%)	N/A	Part of \$34,286 City match/ ineligible	Upgrade of runway markings for compliance
Overall Combined Project (All Schedules)	\$605,400	\$551,850	\$12,216	\$41,334	Total local cost from Airport Fund

- The AIG grant has been awarded.
- The AIP grant is expected to be awarded by late August or early September.
- The Caltrans match is anticipated shortly thereafter.

To avoid delays caused by the reimbursement process, Brandley Engineering began design work at their own risk, with the understanding they will be reimbursed once funding is finalized. This proactive approach ensures that the City meets FAA deadlines and keeps the projects on schedule.

FISCAL IMPACT

For Task Order #1, total cost is \$98,500.00. City match is 0.25% or \$246.00 from the Airport Fund.

For Task Order #2, total cost is \$141,500.00. City match is 5% or \$7,075.00 from the Airport Fund.

ACTION REQUESTED -

APPROVE BRANDLEY TASK ORDERS NOS.1 & 2 AND AUTHORIZE THE MAYOR TO SIGN BOTH TASK ORDERS ON BEHALF OF THE CITY.

ATTACHMENTS

Brandley Task Order #1

Brandley Task Order #2

Agreement No. 3548

**CITY OF OROVILLE TASK ORDER NO. 1 TO
AGREEMENT NO. 3548 – PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
DATED JUNE 17, 2025
BETWEEN THE CITY OF OROVILLE AND BRANDLEY ENGINEERING, INC.**

THIS Task Order is made and entered into by and between the CITY OF OROVILLE, a municipal corporation (“CITY”), and Brandley Engineering, (“CONTRACTOR”).

RECITALS

- A. CONTRACTOR’s services are needed for Engineering Design and Construction Management Services for Crack Seal Taxiway L and North Tie Down Apron at the Oroville Municipal Airport.
- B. The CITY, as an Airport Sponsor, followed FAA requirements for the Airport CONTRACTOR selection process in accordance with FAA Advisory Circular # AC-150/1500-14E.
- C. CITY and CONTRACTOR, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **INCORPORATION OF AGREEMENT NO. 3548.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement for Professional Architectural/Engineering Services (Agreement No. 3548) for this project, unless specifically modified by this Task Order.
- 2. **SCOPE OF SERVICES.** CONTRACTOR shall perform the services described in Exhibit “A” attached hereto and incorporated herein by reference.
- 3. **TIME OF PERFORMANCE.** CONTRACTOR shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit “A.”
- 4. **COMPENSATION.** For services performed by CONTRACTOR in accordance with this Task Order, CITY shall pay CONTRACTOR, a Not to Exceed amount of \$98,500 as set forth in Exhibit “A”.
- 5. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Signatures on following page.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF OROVILLE

**CONTRACTOR: Brandley
Engineering, Inc., a California
corporation**

By: David Pittman
Title: Mayor

By: Melissa Brandley
Title: Chief Financial Officer
Date:_____

APPROVED AS TO FORM:

By: David Ritchie
Title: City Attorney

Exhibit "A"

A. SCOPE OF WORK.

CONTRACTOR shall perform the following work:

Environmental Document – Cat Ex

Prepare Environmental Document – Simple Written Record for a Cat Ex

Project Scoping

Meeting with staff and City to determine the required scope of the project.

Crack Surveys

A crack survey consisting of an aerial mapping survey (drone) along with a visual survey will be conducted for the purpose of accurately plotting the cracks on the plans that require sealing.

Engineering Design and Preparation of Plans and Specifications

- 1) Perform complete engineering design.
- 2) Prepare complete plans and specifications for this project, ready for distribution to prospective bidders.
- 3) Prepare Engineer's Report including engineer's estimate of construction costs for the proposed project and the Construction Safety and Phasing Plan.

Engineering Support During Bidding and Contract Award

- 1) Assist Airport in distributing final plans and specifications to prospective contractors.
- 2) Participate in a pre-bid meeting for all prospective contractors.
- 3) Respond to any questions and comments from prospective contractors.
- 4) Preparation of required addenda
- 5) Assist Airport in awarding contract including preparation of Abstract of Bids, evaluation of bids, and preparation of application for AIP funding

Engineering Design Services During Construction and Project Closeout

- 1) Participate in a pre-construction conference.
- 2) Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A. reimbursement requests, review of all contractor submittals, preparation of final as-constructed drawings and final engineer's report, and updating the ALP to show as constructed conditions.

Resident Engineering, Testing, and Inspection - The Contractor will be required to furnish material submittals for all materials proposed for use on the project and meet all requirements of the plans and specifications.

The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

- 1) Furnish qualified Resident Engineer to review and monitor all construction activities. Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
- 2) Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
- 3) Provide surveying services as required.
- 4) Provide traffic safety inspectors and Safety Plan implementation.

All deliverables shall be submitted in PDF format.

B. TIME OF PERFORMANCE.

CONTRACTOR shall complete the Engineering design work on schedule in conformance with the FAA grant timeline deadlines.

CONTRACTOR shall complete the construction management work throughout the duration of construction and complete project closeout work within 30 days of receipt of the final closeout documentation from the contractor at the conclusion of the construction.

C. COMPENSATION.

CONTRACTOR will be compensated for conducting the above listed work at standard hourly rates as included in Exhibit B for a total not to exceed fee of \$98,500. Invoices shall be submitted monthly and detail the work performed in the payment period.

D. FEDERAL CONTRACT PROVISIONS.

The Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects must be included as part of a contract for any project funded by the F.A.A. These provisions are included in the Agreement for Professional Architectural/Engineering Services – Agreement No. 3548 and incorporated into this agreement in Item 1 of this Task Order.

TABLE NO. 1

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

CRACK SEAL TAXIWAY L AND NORTH TIE DOWN APRON - DESIGN/CONSTRUCT

BREAKDOWN OF ENGINEERING FEES

Staff	Hours	Rate	Total
<u>SCHEDULE A - TAXIWAY L & NORTH TIE DOWN APRON - DESIGN/CONSTRUCT</u>			
<u>Environmental - Cat Ex</u>			
Senior Environmental Planner			\$ 250.00
Brandley Supervision - 10%			25.00
<i>Total Environmental</i>			\$ 275.00
<i>Total Environmental - Use</i>			\$ 300.00
<u>Project Scoping</u>			
Principal Engineer	6.0	\$ 300.00	\$ 1,800.00
Senior Engineer	4.0	180.00	720.00
Mileage	65.0	0.58	37.70
<i>Total Project Scoping</i>			\$ 2,557.70
<i>Total Project Scoping - Use</i>			\$ 2,500.00
<u>Crack Surveys</u>			
Resident Engineer	4.0	\$ 190.00	\$ 760.00
Mileage	60.0	0.665	39.90
<i>Total Crack Surveys</i>			\$ 799.90
<i>Total Crack Surveys - Use</i>			\$ 1,000.00
<u>Engineering Design: Engineering Services up through Preparation of Plans, Specifications, and Reports</u>			
Principal Engineer	15.0	\$ 300.00	\$ 4,500.00
Senior Engineer	15.0	180.00	2,700.00
Junior Engineer	15.0	120.00	1,800.00
Junior Drafter	45.0	100.00	4,500.00
Project Administrator	15.0	100.00	1,500.00
Clerical	10.0	85.00	850.00
<i>Total Engineering Design</i>			\$ 15,850.00
<i>Total Engineering Design - Use</i>			\$ 16,000.00

TABLE NO. 1

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

CRACK SEAL TAXIWAY L AND NORTH TIE DOWN APRON - DESIGN/CONSTRUCT

BREAKDOWN OF ENGINEERING FEES

Staff	Hours	Rate	Total
<u>Engineering During Bid and Award</u>			
Principal Engineer	10.0	\$ 300.00	\$ 3,000.00
Senior Engineer	3.0	180.00	540.00
Junior Engineer	3.0	120.00	360.00
Project Administrator	10.0	100.00	1,000.00
Clerical	5.0	85.00	425.00
Mileage	130.0	0.655	85.15
<i>Total - Engineering During Bid/Award</i>			\$ 5,410.15
<i>Total - Engineering During Bid/Award - Use</i>			\$ 6,000.00
<u>Engineering During Construction and Final Project Closeout</u>			
Principal Engineer	25.0	\$ 300.00	\$ 7,500.00
Senior Engineer	15.0	180.00	2,700.00
Junior Engineer	5.0	120.00	600.00
Project Administrator	20.0	100.00	2,000.00
Clerical	20.0	85.00	1,700.00
Mileage	500.0	0.655	327.50
<i>Total Engineering During Construction</i>			\$ 14,827.50
<i>Total Engineering During Construction - Use</i>			\$ 15,000.00
<u>Resident Engineering, Testing, and Inspection</u>			
Resident Engineer:			
Regular Time	148.0	\$ 190.00	\$ 28,120.00
Overtime	34.0	285.00	9,690.00
Senior Inspector			
Regular Time	55.0	180.00	9,900.00
Overtime	10.0	270.00	2,700.00
Apprentice			
Regular Time	28.0	95.00	2,660.00
Overtime	7.0	142.50	997.50
Per Diem	15.0	157.00	2,355.00
Vehicle Rental	17.0	50.00	850.00
Mileage	550.0	0.655	360.25
<i>Total Resident Engineering</i>			\$ 57,632.75
<i>Total Resident Engineering - Use</i>			\$ 57,700.00
<i>TOTAL ENGINEERING FEES</i>			\$ 98,500.00

**CITY OF OROVILLE TASK ORDER NO. 2 TO
AGREEMENT NO. 3548 – PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
DATED JUNE 17, 2025
BETWEEN THE CITY OF OROVILLE AND BRANDLEY ENGINEERING, INC.**

THIS Task Order is made and entered into by and between the CITY OF OROVILLE, a municipal corporation ("CITY"), and Brandley Engineering, ("CONTRACTOR").

RECITALS

- A. CONTRACTOR's services are needed for Engineering Design and Construction Management Services for Crack Seal South Tie Down Apron and Tee Hangar Taxilanes and for Runway 13-31 Marking Upgrade at the Oroville Municipal Airport.
- B. The CITY, as an Airport Sponsor, followed FAA requirements for the Airport CONTRACTOR selection process in accordance with FAA Advisory Circular # AC-150/1500-14E.
- C. CITY and CONTRACTOR, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **INCORPORATION OF AGREEMENT NO. 3548.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement for Professional Architectural/Engineering Services (Agreement No. 3548) for this project, unless specifically modified by this Task Order.
- 2. **SCOPE OF SERVICES.** CONTRACTOR shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.
- 3. **TIME OF PERFORMANCE.** CONTRACTOR shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A."
- 4. **COMPENSATION.** For services performed by CONTRACTOR in accordance with this Task Order, CITY shall pay CONTRACTOR, a Not to Exceed amount of \$141,500 as set forth in Exhibit "A".
- 5. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Signatures on following page.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF OROVILLE

**CONTRACTOR: Brandley
Engineering, Inc., a California
corporation**

By: David Pittman
Title: Mayor

By: Melissa Brandley
Title: Chief Financial Officer
Date:_____

APPROVED AS TO FORM:

By: David Ritchie
Title: City Attorney

Exhibit "A"

A. SCOPE OF WORK.

CONTRACTOR shall perform the following work:

Project Formulation

Preparation of DBE Program and Goal Calculation

Environmental Document – Cat Ex

Prepare Environmental Document – Simple Written Record for a Cat Ex.

Project Scoping

Meeting with staff and City to determine the required scope of the project.

Crack Surveys

A crack survey consisting of an aerial mapping survey (drone) along with a visual survey will be conducted for the purpose of accurately plotting the cracks on the plans that require sealing.

Engineering Design and Preparation of Plans and Specifications

- 1) Perform complete engineering design.
- 2) Prepare complete plans and specifications for this project, ready for distribution to prospective bidders.
- 3) Prepare Engineer's Report including engineer's estimate of construction costs for the proposed project and the Construction Safety and Phasing Plan.

Engineering Support During Bidding and Contract Award

- 1) Assist Airport in distributing final plans and specifications to prospective contractors.
- 2) Participate in a pre-bid meeting for all prospective contractors.
- 3) Respond to any questions and comments from prospective contractors.
- 4) Preparation of required addenda.
- 5) Assist Airport in awarding contract including preparation of Abstract of Bids, evaluation of bids, and preparation of application for AIP funding.

Engineering Design Services During Construction and Project Closeout

- 1) Participate in a pre-construction conference.
- 2) Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A. reimbursement requests, review of all contractor submittals, preparation of final as-constructed drawings and final engineer's report, and updating the ALP to show as constructed conditions.

Resident Engineering, Testing, and Inspection - The Contractor will be required to furnish material submittals for all materials proposed for use on the project and meet all requirements of the plans and specifications.

The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

- 1) Furnish qualified Resident Engineer to review and monitor all construction activities. Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
- 2) Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
- 3) Provide surveying services as required.
- 4) Provide traffic safety inspectors and Safety Plan implementation.

All deliverables shall be submitted in PDF format.

B. TIME OF PERFORMANCE.

CONTRACTOR shall complete the Engineering design work on schedule in conformance with the FAA grant timeline deadlines.

CONTRACTOR shall complete the construction management work throughout the duration of construction and complete project closeout work within 30 days of receipt of the final closeout documentation from the contractor at the conclusion of the construction.

C. COMPENSATION.

CONTRACTOR will be compensated for conducting the above listed work at standard hourly rates as included in Exhibit B for a total not to exceed fee of \$141,500. Invoices shall be submitted monthly and detail the work performed in the payment period.

D. FEDERAL CONTRACT PROVISIONS.

The Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects must be included as part of a contract for any project funded by the F.A.A. These provisions are included in the Agreement for Professional Architectural/Engineering Services – Agreement No. 3548 and incorporated into this agreement in Item 1 of this Task Order.

TABLE NO. 1

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

**CRACK SEAL SOUTH TIE DOWN APRON AND TEE HANGAR TAXILANES
RUNWAY 13-31 MARKING UPGRADE
DESIGN-CONSTRUCT**

BREAKDOWN OF ENGINEERING FEES

Staff	Hours	Rate	Total
CRACK SEAL SOUTH TIE DOWN APRON & HANGAR TAXILANES			
<u>Project Formulation - DBE Goal Preparation</u>			
DBE Goal Preparation Subconsultant			\$ 6,000.00
Subconsultant Markup - 10%			600.00
<i>Total - Project Formulation</i>			\$ 6,600.00
		<i>Use</i>	\$ 7,000.00
<u>Environmental - Cat Ex</u>			
Senior Environmental Planner			\$ 250.00
Brandley Supervision - 10%			25.00
<i>Total Environmental</i>			\$ 275.00
<i>Total Environmental - Use</i>			\$ 300.00
<u>Project Scoping</u>			
Principal Engineer	6.0	\$ 300.00	\$ 1,800.00
Senior Engineer	4.0	180.00	720.00
Mileage	65.0	0.58	37.70
<i>Total Project Scoping</i>			\$ 2,557.70
<i>Total Project Scoping - Use</i>			\$ 2,500.00
<u>Crack Surveys</u>			
Resident Engineer	4.0	\$ 190.00	\$ 760.00
Mileage	60.0	0.665	39.90
<i>Total Crack Surveys</i>			\$ 799.90
<i>Total Crack Surveys - Use</i>			\$ 1,000.00
<u>Engineering Design: Engineering Services up through Preparation of Plans, Specifications, and Reports</u>			
Principal Engineer	15.0	\$ 300.00	\$ 4,500.00
Senior Engineer	15.0	180.00	2,700.00
Junior Engineer	15.0	120.00	1,800.00
Junior Drafter	45.0	100.00	4,500.00
Project Administrator	15.0	100.00	1,500.00
Clerical	10.0	85.00	850.00
<i>Total Engineering Design</i>			\$ 15,850.00
<i>Total Engineering Design - Use</i>			\$ 16,000.00

TABLE NO. 1

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

**CRACK SEAL SOUTH TIE DOWN APRON AND TEE HANGAR TAXILANES
RUNWAY 13-31 MARKING UPGRADE
DESIGN-CONSTRUCT**

BREAKDOWN OF ENGINEERING FEES

Staff	Hours	Rate	Total
<u>Engineering During Bid and Award</u>			
Principal Engineer	10.0	\$ 300.00	\$ 3,000.00
Senior Engineer	3.0	180.00	540.00
Junior Engineer	3.0	120.00	360.00
Project Administrator	10.0	100.00	1,000.00
Clerical	5.0	85.00	425.00
Mileage	130.0	0.655	85.15
<i>Total - Engineering During Bid/Award</i>			\$ 5,410.15
<i>Total - Engineering During Bid/Award - Use</i>			\$ 6,000.00
<u>Engineering During Construction and Final Project Closeout</u>			
Principal Engineer	25.0	\$ 300.00	\$ 7,500.00
Senior Engineer	15.0	180.00	2,700.00
Junior Engineer	5.0	120.00	600.00
Project Administrator	20.0	100.00	2,000.00
Clerical	20.0	85.00	1,700.00
Mileage	500.0	0.655	327.50
<i>Total Engineering During Construction</i>			\$ 14,827.50
<i>Total Engineering During Construction - Use</i>			\$ 15,000.00
<u>Resident Engineering, Testing, and Inspection</u>			
Resident Engineer:			
Regular Time	148.0	\$ 190.00	\$ 28,120.00
Overtime	34.0	285.00	9,690.00
Senior Inspector			
Regular Time	55.0	180.00	9,900.00
Overtime	10.0	270.00	2,700.00
Apprentice			
Regular Time	28.0	95.00	2,660.00
Overtime	7.0	142.50	997.50
Per Diem	15.0	157.00	2,355.00
Vehicle Rental	17.0	50.00	850.00
Mileage	550.0	0.655	360.25
<i>Total Resident Engineering</i>			\$ 57,632.75
<i>Total Resident Engineering - Use</i>			\$ 57,700.00
<i>Total Crack Seal</i>			\$ 105,500.00

TABLE NO. 1

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

**CRACK SEAL SOUTH TIE DOWN APRON AND TEE HANGAR TAXILANES
RUNWAY 13-31 MARKING UPGRADE
DESIGN-CONSTRUCT**

BREAKDOWN OF ENGINEERING FEES

Staff	Hours	Rate	Total
<u>RUNWAY 13-31 MARKING UPGRADE</u>			
<u>Environmental - Cat Ex</u>			
Senior Environmental Planner			\$ 900.00
Brandley Supervision - 10%			90.00
<i>Total Environmental</i>			\$ 990.00
<i>Total Environmental - Use</i>			\$ 1,000.00
<u>Engineering Design: Engineering Services up through Preparation of Plans, Specifications, and Reports</u>			
Principal Engineer	14.0	\$ 300.00	\$ 4,200.00
Senior Engineer	12.0	180.00	2,160.00
Junior Engineer	30.0	120.00	3,600.00
Project Administrator	15.0	100.00	1,500.00
Clerical	8.0	80.00	640.00
<i>Total Engineering Design</i>			\$ 12,100.00
<i>Total Engineering Design - Use</i>			\$ 12,000.00
<u>Engineering During Bid and Award</u>			
Principal Engineer	10.0	\$ 300.00	\$ 3,000.00
Senior Engineer	3.0	180.00	540.00
Junior Engineer	3.0	120.00	360.00
Project Administrator	8.0	100.00	800.00
Clerical	3.0	80.00	240.00
<i>Total - Engineering During Bid/Award</i>			\$ 4,940.00
<i>Total - Engineering During Bid/Award - Use</i>			\$ 5,000.00
<u>Engineering During Construction and Project Closeout</u>			
Principal Engineer	20.0	\$ 300.00	\$ 6,000.00
Senior Engineer	6.0	180.00	1,080.00
Junior Engineer	6.0	120.00	720.00
Project Administrator	11.0	100.00	1,100.00
Clerical	15.0	80.00	1,200.00
<i>Total - Engineering During Construction</i>			\$ 10,100.00
<i>Total - Engineering During Construction - Use</i>			\$ 10,000.00

TABLE NO. 1

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

***CRACK SEAL SOUTH TIE DOWN APRON AND TEE HANGAR TAXILANES
RUNWAY 13-31 MARKING UPGRADE
DESIGN-CONSTRUCT***

BREAKDOWN OF ENGINEERING FEES

Staff	Hours	Rate	Total
<u>Resident Engineering, Testing, and Inspection</u>			
Resident Engineer:			
Regular Time	25.0	\$ 190.00	\$ 4,750.00
Overtime	6.0	285.00	1,710.00
Apprentice			
Regular Time	5.0	95.00	475.00
Overtime	1.0	142.50	142.50
Per Diem	2.0	157.00	314.00
Vehicle Rental	3.0	50.00	150.00
Mileage	136.0	0.700	95.20
<i>Total Resident Engineering</i>			\$ 7,636.70
<i>Total Resident Engineering - Use</i>			\$ 8,000.00
<i>Total - Remark Runway</i>			\$ 36,000.00
<i>TOTAL ENGINEERING FEES</i>			\$ 141,500.00

CITY OF OROVILLE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

Agreement No. 3548

This Agreement is made on this 17th day of June, 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 Brandley Engineering Inc., 6125 King Road, Suite 201, Loomis, CA 95650 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CITY conducted an RFQ for Architectural/Engineering Services for Airport Development Project for Oroville Municipal Airport issued in January 2025, 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 five (5) years from the date of this Agreement.

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence on an as-needed basis, in the form of Task Orders. Each Task Order will have it’s own schedule and not-to-exceed amount.

4. PAYMENT FOR SERVICES.

The City will pay CONTRACTOR for CONTRACTOR’s time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the Compensation Rates and Charges attached hereto as Exhibit “B” and incorporated herein by reference, as compensation in full for Services satisfactorily performed under task orders accepted by Consultant and in compliance with this Agreement. Consultant’s total compensation for performing the Services may not exceed the amount specified in task orders without prior written authorization from the City. 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, Cody Nissen, 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, Melissa Brandley, 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, defend (with counsel reasonably acceptable to CITY), and hold harmless CITY, its officers, officials, and employees (collectively, "CITY") from and against any and all liability, claims, damages, losses, expenses, and costs (including without limitation reasonable attorney's fees, expert fees, and all other costs and expenses of litigation) actually caused by Contractor's negligent acts, recklessness, willful misconduct, errors, or omissions in

the performance of work under this Agreement, or Contractor's failure to comply with any obligation of this Agreement.

In the event CITY is named as a party defendant in a lawsuit arising out of such acts or omissions, Contractor shall reimburse CITY's defense costs, including reasonable attorney's fees, expert fees, and other litigation expenses after final determination of liability and not to exceed the Contractor's proportionate percentage of fault as awarded by a court or arbitrator of competent jurisdiction.

To the extent Contractor is a "design professional" as defined in California Civil Code section 2782.8, Contractor's indemnity and defense obligations under this section for claims actually caused by its performance of design professional services shall be limited to claims actually caused by Contractor's sole negligence, recklessness, or willful misconduct, as required by that statute. This limitation shall apply only to professional services performed in the capacity of a design professional. All other services performed under this Agreement—including but not limited to non-professional, administrative, or support services—shall remain fully subject to the indemnity and defense obligations set forth herein, without limitation to proportionate fault, except as otherwise required by applicable law.

Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood that this indemnity is intended to be as broad and inclusive as permitted by California law, except as limited by Civil Code § 2782.8 or where the loss is 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, and CITY employees.
- 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 CITY 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. 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 CITY 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 CITY. Contractor waives any right to recover from the CITY 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:

Brandley Engineering
6125 King Road, Suite 201,
Loomis, California 95650
Attention: Melissa Brandley

17. INCORPORATION FAA CONTRACT PROVISIONS.

The terms and provisions set forth in “Exhibit C” Required Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects are hereby incorporated by this reference. Where possible, terms of all documents incorporated by reference herein shall be construed in a manner that avoids conflict between the various documents. However, in the event such a conflict cannot be avoided, the terms of Exhibit C shall prevail over all.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

19. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes any and all other agreements, except as indicated below, 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 except as noted below. 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. The existing Agreement for Professional Services between the City of Oroville and Brandley Engineering dated March 30, 2023 for Airport Planning and Environmental Services is not superseded by this agreement and remains valid and unaltered by this agreement.

20. 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.

21. 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.

22. 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 17th day of June, 2025.

CONTRACTOR:

Signed by:



306BC924D98541E...
{Name, Title} Melissa Brandley, PE

CITY OF OROVILLE:

Signed by:



191FDE38569B40C...
David Pittman, Mayor

APPROVED AS TO FORM:

Signed by:



C11D4ADE4840414...
David Ritchie, City Attorney

Exhibit A

Scope of Architectural/Engineering Services

The scope of services includes, but is not limited to, the following tasks. Tasks may include additional items as described in the Brandley Statement of Qualifications dated February 7, 2025.

- Preparation of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funding applications and associated documentation including but not limited to required reports and project closeout documents.
- Assist with project coordination with FAA and California Department of Transportation Division of Aeronautics (Caltrans) including on-site meetings.
- Represent the City in discussions with FAA and Caltrans regarding projects, requirements and grant assurances.
- Provide airport and aviation-related design and engineering services as required by the City to include , but not be limited to: geotechnical studies , pavement evaluation studies, drainage studies, airport design and engineering, terminal area design and engineering, value engineering, cost estimating, development of plans and specifications, bid documents, and project coordination. The work may be accomplished during the course of multiple grants.
- Provide construction engineering services including resident engineering, testing and inspection of all contractor operations during construction of the specific projects.
- Miscellaneous airport architectural, engineering and consulting support services as may be required from time to time by the City. These consultant services may include representing the City in all discussions with the FAA regarding the work program, grant requirements, and project documentation.

Exhibit B – Compensation Rates and Charges

STANDARD BILLING RATES
JANUARY 2025

Personnel

Principal Engineer	\$300.00/Hour
Senior Engineer.....	\$190.00/Hour
Junior Engineer	\$130.00/Hour
Senior Drafter.....	\$120.00/Hour
Junior Drafter	\$100.00/Hour
Laboratory Technician	\$90.00/Hour
Laboratory Apprentice	\$50.00/Hour
Project Administrator	\$100.00/Hour
Clerical	\$85.00/Hour
Resident Engineer.....	\$200.00/Hour*
Senior Inspector	\$180.00/Hour*
Apprentice	\$95.00/Hour*

Travel and Vehicle Rental

Per Diem	\$230/Day**
Vehicle Rental	\$50.00/Day + \$0.70/Mile***

Subconsultants

Consulting Services, Testing Services.....	Cost + 10%
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*Resident Engineer, Senior Inspector and Apprentice rates subject to change based on future increases to published DIR Prevailing Wage Rate

**Subject to change based on U.S. General Services Administration (GSA) Per Diem Rates plus applicable taxes.

***Subject to change based on IRS standard rate for mileage

EXHIBIT C

CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

1. ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

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

2. BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

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

3. CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including

limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

Title VI Solicitation Notice:

The City of Oroville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or

refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

7. DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

Contract Assurance (49 CFR § 26.13)

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from City of Oroville. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Oroville. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of City of Oroville. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent City of Oroville. Unless City of Oroville consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Oroville may provide such written consent only if City of Oroville agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Oroville its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to City of Oroville, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise City of Oroville and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Oroville should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Oroville may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

9. DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or

national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15. TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and

debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

16. TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

17. TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the

list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

18. VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS
CODY NISSEN, AIRPORT MANAGER

RE: PRE-APPROVAL OF CONTRACT AWARD FOR AIRPORT CRACK SEAL PROJECTS PENDING FAA GRANT OFFER WITH Q&D CONSTRUCTION

DATE: SEPTEMBER 2, 2025

SUMMARY

The City Council shall consider pre-approving the award of contract for two crack sealing projects at the Oroville Municipal Airport. This pre-approval will allow work to begin promptly once the FAA grant award is finalized, ensuring the projects can be completed during the upcoming fall construction season.

DISCUSSION

Three airport improvement projects are scheduled for Fiscal Year 2025/2026 which will be funded through a combination of the FAA Airport Infrastructure Grant (AIG), Airport Improvement Program (AIP) Grant, Cal-Trans Matching Grant and City match contribution.

This table summarizes the funding sources, total costs, and contributions for the airport crack seal and marking upgrade projects as outlined in the June 17, 2025 staff report.

Project / Schedule	Total Project Cost	Federal Funding	State Funding	City Funding (Match + Ineligible)	Notes
Schedule A – Crack Seal Taxiway L and North Tie Down Apron	\$263,585 (\$157,085 for Const; \$98,500 for Eng; \$8,000 for Admin)	\$244,321 (FAA AIP – 95%)	\$12,216 (Caltrans – 5% of FAA portion)	\$7,048 (\$643 match + \$6,405 ineligible costs near FBO)	Design and construction
Schedule B – Project 1: Crack Seal South Tie Down Apron &	\$341,815 (\$188,315 for Const; \$141,500 for	\$307,529 (FAA AIG – 95%)	N/A	\$34,286 (\$16,186 match + \$18,100 ineligible costs)	Design and construction

Tee Hangar Taxilanes	Eng; \$12,000 for Admin)				
Schedule B – Project 2: Runway 13-31 Marking Upgrade	Included in \$341,815 above	Covered under AIG funding (95%)	N/A	Part of \$34,286 City match/ ineligible	Upgrade of runway markings for compliance
Overall Combined Project (All Schedules)	\$605,400	\$551,850	\$12,216	\$41,334	

- The AIG grant has been awarded.
- The AIP grant is expected to be awarded by late August or early September.
- The Caltrans match is anticipated shortly thereafter.

In February 2024, staff advertised the Crack Seal Project (Schedule A and Schedule B, Project 1) for bid and conducted a pre-bid meeting on February 26, 2024, with bids due on March 12, 2024. Four bids were received.

Due to internal errors within the FAA, a grant was not awarded in 2024, causing the project to be postponed until 2025 when funding became available.

Q&D Construction, the lowest responsive bidder in 2024, with a bid of \$280,000, has agreed to honor its original bid through the fall of 2025, avoiding the need to re-bid the project. (See attached bid documents for reference.)

- Schedule A – Crack Seal Taxiway L and North Tie Down Apron, \$157,085.00; Paid via FAA AIP and Caltrans Grant (awaiting award)
- Schedule B – Project 1; Crack Seal South Tie Down Apron and Tee Hangar Taxilanes, \$122,915.00; Paid via FAA AIG (awarded)

On June 17, 2025, City Council approved the acceptance of two FAA grants, pending final award:

- An Airport Improvement Program (AIP) grant of \$244,321 for the engineering design and construction of Schedule A – Crack Seal Taxiway L and North Tie Down Apron.
- An Airport Infrastructure Grant (AIG) of \$307,529 for the engineering design and construction of Schedule B – Crack Seal South Tie Down Apron, Tee Hangar Taxilanes, and Runway 13-31 Marking Upgrades.

The City received a Notice of Award on August 19, 2025 for the FY25 AIG grant. We expect the AIP and Caltrans grants will be awarded soon.

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

2025 AIRPORT IMPROVEMENT PROGRAM (AIP) - DESIGN/CONSTRUCT

Schedule A - Crack Seal Taxiway L and North Tie Down Apron - Design/Construct

SUMMARY OF PROJECT COSTS

	Apron Eligible	Taxiway Eligible	Apron Ineligible	Total
<u>Construction</u>	\$ 119,263.00	\$ 31,417.00	\$ 6,405.00	\$ 157,085.00
<u>Engineering:</u>	\$ 78,800.00	\$ 19,700.00	\$ -	\$ 98,500.00
<u>Administration</u>	\$ 6,400.00	1600	\$ -	\$ 8,000.00
<i>Total Project Costs</i>	\$ 204,463.00	\$ 52,717.00	\$ 6,405.00	\$ 263,585.00
Total (FAA Eligible) Project Costs	\$ 204,463.00	\$ 52,717.00	\$ -	\$ 257,180.00
F.A.A. Participation	\$ 194,240	\$ 50,081.15	\$ -	\$ 244,321.00
Sponsor Participation - Grant Match + Ineligible Costs	\$ 511	\$ 132	\$ 6,405	\$ 7,048
State Participation	\$ 9,712	\$ 2,504	\$ -	\$ 12,216

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

2025 AIRPORT INFRASTRUCTURE GRANT - DESIGN/CONSTRUCTION

***Project 1 - Crack Seal South Tie Down Apron and Tee Hangar Taxilanes
Project 2 - Runway 13-31 Marking Upgrade***

SUMMARY OF PROJECT COSTS

	Project 1 Apron	Project 1 Taxilanes Eligible	Project 1 Taxilanes Ineligible	Project 2	Total
<u>Construction</u>	\$ 67,603.25	\$ 37,211.75	\$ 18,100.00	\$ 65,400.00	\$ 188,315.00
<u>Engineering:</u>	58,025.00	47,475.00	-	\$ 36,000.00	\$ 141,500.00
<u>Administration</u>	\$ 4,400.00	\$ 3,600.00	\$ -	\$ 4,000.00	\$ 12,000.00
<i>Total Project Costs</i>	\$ 130,028.25	\$ 88,286.75	\$ 18,100.00	\$ 105,400.00	\$ 341,815.00
Total (FAA Eligible) Project Costs	\$ 130,028.25	\$ 88,286.75	\$ -	\$ 105,400.00	\$ 323,715.00
F.A.A. Participation	\$ 123,527	\$ 83,872	\$ -	\$ 100,130	\$ 307,529
Sponsor Participation	\$ 6,501	\$ 4,414	\$ 18,100	\$ 5,270	\$ 34,286

FISCAL IMPACT:

Schedule A will require \$7,048 and Schedule B – Project 1 will require \$29,015 from the Airport Fund.

ACTION REQUESTED -

AUTHORIZE THE CITY ADMINISTRATOR, OR HIS DELEGATE, TO ENTER INTO A CONTRACT WITH Q&D CONSTRUCTION IN THE AMOUNT OF \$280,000.00 FOR THE WORK STATED ABOVE, CONTINGENT UPON RECEIVING THE GRANT AWARDS FROM THE FAA FOR THE PROJECTS.

ATTACHMENTS

Q&D Construction Bid

Staff Report from June 17, 2025 meeting

ADDENDUM NO. 3

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

**SCHEDULE A**

**CRACK SEAL TAXIWAY L AND NORTH TIE DOWN APRON
AIP NO. 3-06-0178-__-2024**

SCHEDULE B

**CRACK SEAL SOUTH TIE DOWN APRON AND
TEE HANGAR TAXILANES
AIP NO. 3-06-0178-__-2024**

BID OPENING: Tuesday, March 12, 2024, at 12:00 noon

DESIGN ENGINEER: Brandley Engineering
Melissa Brandley, P.E.
6125 King Road, Suite 201
Loomis, CA 95650-8004
Telephone: (916) 652-4725
FAX: (916) 652-9029
melissa@brandleyeng.com

The following changes shall be made in the specifications for this project:

SPECIFICATIONS:

Item 3-1 Delete Federal Provisions Part D – Wage Determinations, dated March 1, 2024, Pages WD-1 through WD-54, and
Replace with attached Federal Provisions Part D – Wage Determinations, dated March 8, 2024, Addendum No. 3, Pages WD-1 through WD-54.

NOTE: Bidders are required to acknowledge receipt of this addendum in the Bid Proposal.

***** END OF ADDENDUM NO. 3 *****

**OROVILLE MUNICIPAL AIRPORT
CRACK SEAL TAXIWAYS, APRONS, AND TAXILANES**

PROPOSAL FORM

Pre-Bid Meeting Date: February 26, 2024
 Hour of Pre-Bid Meeting: 9:00 a.m.
 Place of Pre-Bid Meeting:
Oroville Municipal Airport
225 Chuck Yeager Way
Oroville, California 95965

Bid Opening Date: March 12, 2024
 Hour of Bid Opening: 12:00 noon
 Place of Bid Opening:
City of Oroville
City Clerk's Office
1735 Montgomery Street, Conference Room 1
Oroville, California 95965

TO: The City of Oroville, State of California:

Bid of, Q&D Construction LLC,
 organized and existing under the laws of the State of California, and doing business as:
 () a Corporation
 (✓) a Partnership
 () an Individual

to the City of Oroville, 1735 Montgomery Street, Oroville, California 95965.

The bidder, in compliance with the Invitations for Bids for:

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

SCHEDULE A

CRACK SEAL TAXIWAY L AND NORTH TIE DOWN APRON

AIP NO. 3-06-0178-__-2024

SCHEDULE B

CRACK SEAL SOUTH TIE DOWN APRON AND TEE HANGAR TAXILANES

AIP NO. 3-06-0178-__-2024

having examined the plans and specifications with related documents of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The bidder is required to examine carefully the work site, the proposal form, plans, Specifications, Supplemental Specifications, special provisions and contract forms for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered for performing the work as scheduled, and as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the plans, Specifications, Supplemental Specifications, special provisions and contract. The submission of a

SUBMIT THIS SHEET AS PART OF YOUR BID

proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies.

Bidder hereby agrees to commence work under this contract within ten (10) working days after issuance of the "Notice to Proceed" by the City and, will fully complete Schedule A within **seventeen (17) working days**, and Schedule B within **seventeen (17) working days** unless the period of completion is extended thereafter as stipulated in the specifications.

Bidder further agrees that should he/she fail to complete any segment of work in the time specified, he/she will pay liquidated damages in the amount of \$2,000 to the City for each consecutive calendar day thereafter as prescribed in these specifications.

It is understood that the City reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in a major item (20 percent of total bid) does not exceed 25 percent.

All items contained in the project bid schedule, including any alternative bid items, must be submitted for the entire work. Award of contract(s) will be based on the lowest responsive and responsible bidder for Schedule A plus Schedule B with any alternatives, at the City's discretion. The amount of the bid for comparison purposes will be the total bid of all items for each respective Bid Schedule. The unit prices shall include all labor, materials, tools, equipment, overhead, profit, fees and all other items of expense necessary for and incidental to the finished work. The Contractor's attention is directed to Section 40-02 of the F.A.A. General Contract Provisions of these specifications entitled, "Alteration of Work and Quantities."

The bidder understands that the City reserves the right to award or reject any or all bids for each respective Bid Schedule. The bidder agrees that their bids shall be good and may not be withdrawn for a period of two hundred (200) calendar days after the actual date of opening thereof.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within fifteen (15) calendar days and deliver surety bonds as required by the general conditions. The bid security, attached, is to become the property of the City in the event the contract and bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to the City caused thereby.

Accompanying this bid is Bidders bond

(Note: Insert the words "cash," "cashiers check," "certified check," or "bidders bond" as the case may be in the amount equal to at least ten (10) percent of the total bid.)

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The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Q&D Construction LLC

Chris Dianda - Owner

Jeff Bean - President - Heavy/Civil

Mike Dianda - Owner

Kevin Linderman - President - Operations

Lance Semenko - CEO

Duane Boreham - President - Aviation

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Licensed in accordance with an act providing for the registration of Contractors,

License No. & Exp. Date: 427988 - Expires 9/30/2024

Classification(s)

A - General Engineering

B - General Building

C-8 - Concrete

C-61/D06 - Concrete Related Services

C12 - Earthwork and paving

DIR NO 1000061144

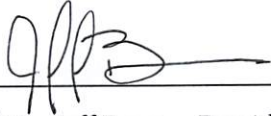
ADDENDA: This proposal is submitted with respect to the changes to the contract included in addendum number(s): None 1, 2, 3

(Fill in addendum numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

Addendum or addenda issued by the department must be noted above.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code are true and correct.

Signature of Bidder



Date:

3/4/2024

Name and Title of Bidder: Jeff Bean President - Heavy/Civil

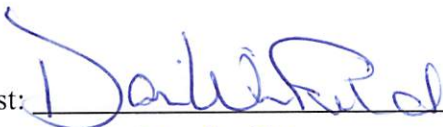
Name of Business: Q&D Construction LLC

Business Address: 1050 S. 21st Street, Sparks, NV 89431

Telephone Number: (775) 786-2677

Email Address: jbean@qdconstruction.com

Attest:



Dated:

3-4-2024

License No. & Exp. Date: 427988 - Expires 9/30/2024

Classification: A - General Engineering

B - General Building

C-8 - Concrete

C-61/D06 - Concrete Related Services

C12 - Earthwork and Paving

SEAL: (If bid by corporation)

SUBMIT THIS SHEET AS PART OF YOUR BID

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

**SCHEDULE A
CRACK SEAL TAXIWAY L AND NORTH TIE DOWN APRON
AIP NO. 3-06-0178-__-2024**

**SCHEDULE B
CRACK SEAL SOUTH TIE DOWN APRON AND TEE HANGAR TAXILANES
AIP NO. 3-06-0178-__-2024**

BID SCHEDULE

Item No.	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Amount (In Figures)
<i>SCHEDULE A – TAXIWAY L & M AND NORTH TIE DOWN APRON</i>				
A1	LS	Mobilization (C-105)* <u>Fifteen thousand</u> Dollars and <u>zero</u> Cents Lump Sum	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
A2	LS	Marking and Lighting of Closed Airport Facilities (C-106) <u>Fifty thousand</u> Dollars and <u>zero</u> Cents Lump Sum	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
A3	14,500 LF	Crack Sealing Filler – Type A – Reseal Existing AC Cracks (P-605) <u>One</u> Dollars and <u>zero</u> Cents per Linear Foot	\$ <u>1.00</u>	\$ <u>14,500.00</u>
A4	47,000 LF	Crack Sealing Filler – Type B – Seal New AC Cracks (P-605) <u>One</u> Dollars and <u>zero</u> Cents per Linear Foot	\$ <u>1.00</u>	\$ <u>47,000.00</u>
*Mobilization shall be limited to 10 percent of the total Schedule A cost.				

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Item No.	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Amount (In Figures)
A5	3,950 LF	Joint Sealing Filler Type C – Reseal Existing Concrete Joints (P-605) <u>Three</u> Dollars and <u>Fifty</u> Cents per Linear Foot	\$ <u>3.50</u>	\$ <u>13,825.00</u>
A6	1,460 LF	Crack Sealing Filler Type D – Seal New Concrete Cracks (P-605) <u>One</u> Dollars and <u>Seventy five</u> Cents per Linear Foot	\$ <u>1.75</u>	\$ <u>2,555.00</u>
A7	5,700 SF	Marking (P-620) <u>One</u> Dollars and <u>ninety</u> Cents per Square Foot	\$ <u>1.90</u>	\$ <u>10,830.00</u>
A8	450 LB	Reflective Media (P-620) <u>Seven</u> Dollars and <u>fifty</u> Cents per Pound	\$ <u>7.50</u>	\$ <u>3,375.00</u>
TOTAL SCHEDULE A			\$ <u>157,085.00</u>	
SCHEDULE B – SOUTH TIE DOWN APRON AND TEE HANGAR TAXILANES				
B1	LS	Mobilization (C-105)* <u>Seven thousand five hundred</u> Dollars and <u>Zero</u> Cents Lump Sum	\$ <u>7,500.00</u>	\$ <u>7,500.00</u>
B2	LS	Marking and Lighting of Closed Airport Facilities (C-106) <u>Thirty three thousand five hundred</u> ^{seventy five} Dollars and <u>Zero</u> Cents Lump Sum	\$ <u>33,575.00</u>	\$ <u>33,575.00</u>
*Mobilization shall be limited to 10% of the total Schedule B cost.				

SUBMIT THIS SHEET AS PART OF YOUR BID

Item No.	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Amount (In Figures)
B3	15,100 LF	Joint Sealing Filler – Type A Reseal Existing AC Cracks (P-605) <u>One</u> Dollars and <u>zero</u> Cents per Linear Foot	\$ <u>1.00</u>	\$ <u>15,100.00</u>
B4	55,000 LF	Joint Sealing Filler – Type B Seal New AC Cracks (P-605) <u>One</u> Dollars and <u>zero</u> Cents per Linear Foot	\$ <u>1.00</u>	\$ <u>55,000.00</u>
B5	4,600 SF	Marking (P-620) <u>One</u> Dollars and <u>ninety</u> Cents per Square Foot	\$ <u>1.90</u>	\$ <u>8,740.00</u>
B6	400 LB	Reflective Media (P-620) <u>seven</u> Dollars and <u>fifty</u> Cents per Pound	\$ <u>7.50</u>	\$ <u>3,000.00</u>
TOTAL SCHEDULE B			\$ <u>122,915.00</u>	

Schedule A Amount	\$ <u>157,085.00</u>
Schedule B Amount	\$ <u>122,915.00</u>
Schedule A + Schedule B Amount	\$ <u>280,000.00</u>

NOTE:

1. In the event the product of a unit price and an estimated quantity do not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. In case of conflict between words and numerals the words, unless obviously incorrect, shall govern.
2. The Contract will be compared and awarded on the basis of the total of Schedule A and Schedule B combined. The Owner reserves the right to award the contract on the basis of both schedules or one schedule as set forth in the bid form and noted herein depending on available funding from the Federal Aviation Administration.

SUBMIT THIS SHEET AS PART OF YOUR BID

LIST OF SUBCONTRACTORS

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform.

**TRADE DESCRIPTION
AND PERCENT BID**

**SUBCONTRACTOR'S NAME,
ADDRESS, LICENSE NUMBER,
DIR NUMBER***

Striping 12.8%

Sierra Nevada Construction, Inc.
P.O. Box 50760
Sparks, NV 89435
Lic# 593393/Dir# 10000001163

*An inadvertent error in California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive as long as the corrected Contractor's license number is submitted to the City by the prime contractor within 24 hours of the bid opening.

SUBMIT THIS SHEET AS PART OF YOUR BID

BIDDER'S BOND
CITY OF OROVILLE

We, Q & D Construction LLC
1050 S. 21st St., Sparks, NV 89431 as Principal, and
Western Surety Company, 151 N. Franklin St., Chicago, IL 60606

as Surety are bound unto the City of Oroville, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the **OROVILLE MUNICIPAL AIRPORT, SCHEDULE A - CRACK SEAL TAXIWAY L AND NORTH TIE DOWN APRON, AIP NO. 3-06-0178-__-2024, SCHEDULE B - CRACK SEAL SOUTH TIE DOWN APRON AND TEE HANGAR TAXILANES, AIP NO. 3-06-0178-__-2024** as shown on the Project Plans and Technical Specification, for which bids are to be opened at 1735 Montgomery Street, Oroville, California 95965 on **TUESDAY, MARCH 12, 2024, at 12:00 NOON.**

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: February 27, 2024

*THIS DOCUMENT
MUST BE NOTARIZED*

Q & D Construction LLC

Jeff Dean Principal
 President - Heavy/Civil
 Western Surety Company

Surety

By: Shelly Demaray
 Shelly Demaray, Attorney-In-Fact

Note: Correspondence or claims relating to this bond should be sent to the surety at the following address:

Western Surety Company, 151 N. Franklin St., Chicago, IL 60606

SUBMIT THIS SHEET AS PART OF YOUR BID



STATE OF NevadaCOUNTY OF Washoe

}

On February 27, 2024, before me, Carey Morgan, Notary Public,
(here insert name of notary)personally appeared Shelly Demaray
(name(s) of Signer(s))

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

WITNESS my hand and official seal.

Signature Carey Morgan (SEAL)

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Peter Kitowski, Carey Morgan, Shelly Demaray, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } SS

On this 27th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of February, 2024.



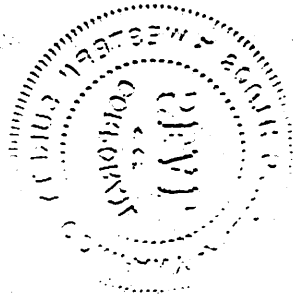
WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)**

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: Oroville Municipal Airport, Crack Seal Runway 2-20 & Associated Taxiways
 Owner: City of Oroville
 Construction Cost: \$380,972.50
 Construction Time: 35 Calendar Days
 Owner's Representative: Damon Brandley
 Owner's Telephone No.: (916) 652-4725
 Date of substantial or final completion: May 2023

2. Project Name: Silver Springs Airport Improvements
 Owner: Lyon County, Nevada
 Construction Cost: \$1,078,935.00
 Construction Time: 60 Calendar Days
 Owner's Representative: Nadine Burgard
 Owner's Telephone No.: (775) 346-3010
 Date of substantial or final completion: October 2021

3. Project Name: Truckee Airport Taxiways A (West), B, C, D, E, L
 Owner: Truckee Tahoe Airport District
 Construction Cost: \$3,686,000.00
 Construction Time: 75 Calendar Days
 Owner's Representative: Damon Brandley
 Owner's Telephone No.: (916) 652-4725
 Date of substantial or final completion: May 2021

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4. Project Name: Fallon Municipal Airport - Rehabilitate Airport Pavement
 Owner: City of Fallon
 Construction Cost: \$589,000.00
 Construction Time: 70 Calendar Days
 Owner's Representative: Brian Fitzgerald
 Owner's Telephone No.: (775) 848-4252
 Date of substantial or final completion: September 2020
5. Project Name: Watsonville Airport Crack Seal, Slurry Seal, & Remarkings
 Owner: City of Watsonville
 Construction Cost: \$728,220.00
 Construction Time: 70 Calendar Days
 Owner's Representative: Damon Brandley
 Owner's Telephone No.: (916) 652-4725
 Date of substantial or final completion: May 2019
6. Project Name: Carson City Airport Rehab Taxiways Taxilanes & Access Road
 Owner: Carson City Airport Authority
 Construction Cost: \$372,289.52
 Construction Time: 44 Calendar Days
 Owner's Representative: Brian Fitzgerald
 Owner's Telephone No.: (775) 848-4252
 Date of substantial or final completion: August 2019
7. Project Name: 2019 Airside Pavement Maintenance Project
 Owner: Reno-Tahoe Airport Authority
 Construction Cost: \$420,151.80
 Construction Time: 60 Calendar Days
 Owner's Representative: Tony Curatolo
 Owner's Telephone No.: (775) 328-6461
 Date of substantial or final completion: December 2019

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LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

<u>Kettle</u>	<u>Foreman Pickup</u>
<u>Sweeper Elgin</u>	<u></u>
<u>Rideable Saw</u>	<u></u>
<u>Compressor with accessories</u>	<u></u>
<u>End Dump</u>	<u></u>
<u>Crew Truck</u>	<u></u>

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

<u>Name</u>	<u>Job Responsibility</u>
<u>Marc Leone</u>	<u>Project Manager/Estimator</u>
<u>Braden Riley</u>	<u>Project Engineer</u>
<u>Scott Leone</u>	<u>General Superintendent</u>
<u>Roy Halliburton</u>	<u>General Superintendent</u>
<u>Eric Gardner</u>	<u>Superintendent</u>
<u>Tim Rhyme</u>	<u>Foreman</u>
<u></u>	<u></u>
<u></u>	<u></u>

Q&D Construction LLC
Name of Bidder

427988
Contractor's License No.


Signature of Bidder

President - Heavy/Civil
Title of Signatory

3/4/2024
Date

SUBMIT THIS SHEET AS PART OF YOUR BID

**BIDDER'S STATEMENT ON PREVIOUS
CONTRACTS SUBJECT TO EEO CLAUSE**

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has ☒ has not ☐ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

*The Bidder has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I," prior to the award of contract:

*NOTE: Failure to complete these boxes may be grounds for rejecting bid.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

DATE 3/14/2024 SIGNED BY 

SUBMIT THIS SHEET AS PART OF YOUR BID

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES _____ NO ✓

If the answer is yes, explain the circumstances in the following space.

N/A

SUBMIT THIS SHEET AS PART OF YOUR BID

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not ✓, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, members, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBMIT THIS SHEET AS PART OF YOUR BID

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Statement, Questionnaire, and Non-Collusion Affidavit are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBMIT THIS SHEET AS PART OF YOUR BID

CERTIFICATES REGARDING DEBARMENT**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

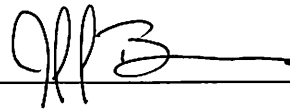
The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted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

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

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DATE 3/4/2024

SIGNED BY



SUBMIT THIS SHEET AS PART OF YOUR BID

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

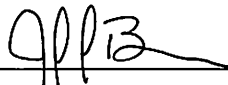
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

DATE 3/4/2024 SIGNED BY 

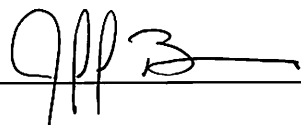
SUBMIT THIS SHEET AS PART OF YOUR BID

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

DATE 3/4/2024 SIGNED BY 

SUBMIT THIS SHEET AS PART OF YOUR BID

**CERTIFICATION OF COMPLIANCE WITH
FAA BUY AMERICAN PREFERENCE STATEMENT**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

SUBMIT THIS SHEET AS PART OF YOUR BID

- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

SUBMIT THIS SHEET AS PART OF YOUR BID

- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3/4/2024
Date

Q&D Construction LLC
Company Name

Date

Company Name


Signature

President - Heavy/Civil
Title

Signature

Title

SUBMIT THIS SHEET AS PART OF YOUR BID

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR
PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

3/4/2024
Date

Q&D Construction LLC
Company Name


Signature

President - Heavy/Civil
Title

SUBMIT THIS SHEET AS PART OF YOUR BID

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

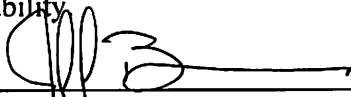
Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

3/4/2024

Date



Signature

Q&D Construction LLC

Company Name

President - Heavy/Civil

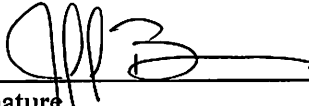
Title

SUBMIT THIS SHEET AS PART OF YOUR BID

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

3/4/2024
Date


Signature

Q&D Construction LLC
Company Name

President - Heavy/Civil
Title

SUBMIT THIS SHEET AS PART OF YOUR BID

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Oroville Municipal Airport, **Schedule A** – Crack Seal Taxiway L and North Tie Down Apron, AIP No. 3-06-0178-026-2024; **Schedule B** – Crack Seal South Tie Down Apron and Tee Hangar Taxilanes, AIP No. 3-06-0178-____-2024 (“Project” or “Contract”)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- ☒ 1. Bidder’s total bid is less than one million dollars (\$1,000,000).

OR

- ☐ 2. Bidder’s total bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

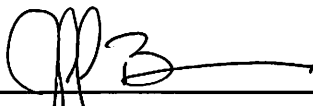
OR

- ☐ 3. Bidder’s total bid one million dollars (\$1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid.**

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

3/4/2024
Date

Q&D Construction LLC
Company Name


Signature

President - Heavy/Civil
Title

SUBMIT THIS SHEET AS PART OF YOUR BID

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☒ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

SUBMIT THIS SHEET AS PART OF YOUR BID

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

✓ The bid/offeror is committed to a minimum of 10.8% DBE utilization on this contract.

 The bidder/offeror (if unable to meet the DBE goal of 10.8%) is committed to a minimum of % DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Q&D Construction LLC

State Registration No. 1000061144

Address 1050 S. 21st Street, Sparks, NV

Phone No. (775) 786-2677 Zip Code 89431

SUBMIT THIS SHEET AS PART OF YOUR BID

CITY OF OROVILLE
DBE PARTICIPATION LIST

Submitted by: Q&D Construction LLC

NAME AND ADDRESS OF DBE FIRM	CONTACT PERSON AND PHONE NUMBER	DESCRIPTION OF SUBCONTRACTED WORK	\$ VALUE	* \$ VALUE TOWARDS GOAL	% OF TOTAL CONTRACT VALUE
K+K Construction Supply Inc. 11400 White Rock Rd. Rancho Cordova, CA 95742	Tracy Loveland (916)851-0965	Supply Construction material & Kettles & equipment	\$51,000.00	\$30,600.00 (60%)	10.9%

*100% for DBE Subcontractors and manufacturers, 60% for DBE suppliers (regular dealers).

SUBMIT THIS SHEET AS PART OF YOUR BID

DBE SUBCONTRACTOR ATTESTATION

The undersigned attests to the following:

1. K & K Construction Supply, Inc. [Insert Proper Name of Subcontractor] ("DBE Subcontractor") is a Disadvantaged Business Enterprise ("DBE"), consistent with federal law, that will perform work in connection with Oroville Municipal Airport, Oroville, Butte County, California, Schedule A – Crack Seal Taxiway L and North Tie Down Apron, AIP No. 3-06-0178-__-2024, Schedule B – Crack Seal South Tie Down Apron and Tee Hangar Taxilanes, AIP No. 3-06-0178-__-2024 ("Project");
2. The DBE Subcontractor has entered into a subcontract with Q&D Construction LLC [Insert Name of Contractor/Bidder] to perform work on the Project;
3. The DBE Subcontractor will perform the following work in connection with the Project:

Insert Brief Description of Work DBE Contractor Will Perform In the Space Below

Supply construction material, kettles and equipment

4. The total contract value of the above subcontract is:

Insert Total Subcontract Value In the Space Below

\$ 51.000 x 60% = \$30,600 . 00

I certify that I am duly authorized to legally bind the DBE Subcontractor to this attestation, that the contents of this attestation are true, and that this attestation is made under the laws of the State of California.

By:

Tracy Loveland

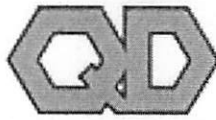
Title:

President

Company:

K & K Construction Supply, Inc.

SUBMIT THIS SHEET NO LATER THAN FIVE DAYS AFTER DATE BIDS ARE OPENED

**Q&D CONSTRUCTION**

est. 1964

**CONSENT OF MANAGER
OF Q&D CONSTRUCTION LLC**

The undersigned, Lance Semenko ("Manager"), in his capacity as the sole Manager of Q&D Construction LLC, a Nevada limited liability company (the "Company"), hereby consents to the following resolutions and actions of the Company:

WHEREAS, Section 5.6 and Section 5.7 of the Company's Revised and Restated Operating Agreement, dated January 31, 2018, as amended by that certain First Amendment to the Revised and Restated Operating Agreement of the Company, dated January 1, 2023 (collectively, the "Operating Agreement"), provides that the Manager may authorize by written action any person to enter into and perform any agreement on behalf of the Company, subject to the other limitations set forth the Operating Agreement.

WHEREAS, the Manager believes it is in the best interests of the Company to authorize certain persons to execute certain agreements on behalf of the Company.

NOW THEREFORE, it is hereby:

RESOLVED, that the Manager hereby authorizes Lance Semenko, Duane Boreham, Jeff Bean, and Kevin Linderman to execute RFP's, RFQ's, Bid Proposal Forms, Bid Bonds, Preconstruction Contracts, Construction Contracts, Owner Agreements, Performance and Payment Bonds and any subsequent documents and agreements related thereto, on behalf of the Company.

IN WITNESS WHEREOF, the undersigned Manager adopts, ratifies, and approves the forgoing resolution as an action of the Company.

Effective January 1, 2024



Lance Semenko, Manager

STATE OF CALIFORNIA



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

Q&D CONSTRUCTION LLC

License Number 427988

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C-8 - CONCRETE
D06 - CONCRETE RELATED SERVICES

Witness my hand and seal this day,

December 20, 2019

Issued September 10, 1982

Reissued September 11, 2018

A handwritten signature in cursive script, reading 'Johnny Simpson', is written over a horizontal line.

Johnny Simpson, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

A handwritten signature in cursive script, reading 'David R. Fogt', is written over a horizontal line.

David R. Fogt, Registrar of Contractors

STATE OF CALIFORNIA



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

Q&D CONSTRUCTION LLC

License Number 427988

to engage in the business or act in the capacity of a contractor in the following classifications:

C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

December 20, 2019

Issued September 10, 1982

Reissued September 11, 2018

A handwritten signature in cursive script, reading 'Johnny Simpson', written over a horizontal line.

Johnny Simpson, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

A handwritten signature in cursive script, reading 'David R. Fogt', written over a horizontal line.

David R. Fogt, Registrar of Contractors

Contractor Information

Legal Entity Name
 Q&D CONSTRUCTION LLC
Legal Entity Type
 LLC
Status
 Active
Registration Number
 1000061144
Registration effective date
 07/01/23
Registration expiration date
 06/30/24
Mailing Address
 PO BOX 10865 RENO 89510 NV United States of America
Physical Address
 1050 S 21ST STREET SPARKS 89431 NV United States of ...
Email Address
 ksalitrero@qdconstruction.com
Trade Name/DBA
License Number (s)
 CSLB:427988
 CSLB:427988

Registration History

Effective Date	Expiration Date
10/01/18	06/30/19
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23
07/01/23	06/30/24

Legal Entity Information

Corporation Entity Number: 201818010177
Federal Employment Identification Number: 880101010

Member name(s):
Member Legal Name: Lance Semenko
Member Legal Entity Type: LLC

Agent for service:
Agent of Service Name: CT Corporation System
Agent of Service Mailing Address: 808 W Seventh, 2nd Floor Los Angeles 90017 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Self Insured
Workers' Compensation Cert/Policy Number: MWC31654623
Workers' Compensation Certification Date: 05/31/23

California Environmental Protection Agency
Air Resources Board

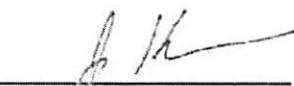
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

Q&D CONSTRUCTION LLC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1265

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

**FROM: ALYSSA STUTZ, INTERIM DIRECTOR OF PUBLIC WORKS
CODY NISSEN, AIRPORT MANAGER**

RE: APPLICATION FOR AIRPORT FEDERAL ASSISTANCE

DATE: JUNE 17, 2025

BACKGROUND

On March 4, 2025, the City Council approved the acceptance of an FAA Airport Infrastructure Grant (AIG) for \$298,281 (pending offer) to fund engineering design and construction for Schedule A – Crack Seal of Taxiway L and North Tie Down Apron, as well as engineering design only for Schedule B – Crack Seal of the South Tie Down Apron and Tee Hangar Taxilanes, and the Runway 13-31 marking upgrade. (See attached March 4 staff report.)

Following Council's approval, the FAA directed City staff to revise the grant scopes and redistribute project elements between two different federal funding sources: the AIP (Airport Improvement Program) and AIG (Airport Infrastructure Grant). As a result, the original AIG proposal has been withdrawn and replaced with two separate grant applications that together fund 95% of the total design and construction costs for the entire airport crack seal and marking upgrade project.

SUMMARY

Staff requests Council authorization to accept and execute the following grant offers (once received) to complete the airport crack seal and marking upgrade projects for FY25–26:

- **FAA AIP Grant** – \$244,321
- **FAA AIG Grant** – \$307,529

Staff requests Council authorization to apply for, accept, and execute the following grant offers (once received)

- **Caltrans State Matching Grant** – \$12,216

These grants will fund the following:

- **Schedule A** (via **FAA AIP** + **Caltrans Grant**):
Engineering Design and Construction for Crack Seal of Taxiway L and North Tie Down Apron
- **Schedule B** + **Runway 13-31** (via **FAA AIG Grant**):
Engineering Design and Construction for Crack Seal of the South Tie Down Apron,

Tee Hangar Taxilanes, and the Runway 13-31 Marking Upgrade

The **AIP/Caltrans-funded portion** has a total project cost of \$263,585, of which \$244,321 will be federally funded (95%), \$12,216 from Caltrans (5% of the federal share), and \$7,048 will be the City's responsibility (which includes \$643 in required match and \$6,405 in ineligible costs near the FBO).

The **AIG-funded portion** totals \$341,815, with \$307,529 in federal funding (95% of eligible costs) and \$34,286 in City funding, which includes a \$16,186 match and \$18,100 in ineligible work between hangars.

DISCUSSION

On September 29, 2023, staff submitted a Pre-Application for Federal Assistance to fund crack sealing of Taxiway L and the North Tie Down Apron (Schedule A), as well as the South Tie Down Apron and Tee Hangar Taxilanes (Schedule B). This work is necessary to meet FAA safety standards and extend the life of the existing pavement until full rehabilitation planned for 2029.

Due to limited federal funding in FY24–25, the project was not approved that cycle. Staff resubmitted the application on December 30, 2024.

Following the City Council's March 4, 2025 approval of an initial grant proposal, the FAA informed staff that the project scope needed to be split across two grant types: the Airport Improvement Program (AIP) and the Airport Infrastructure Grant (AIG). As a result, the original grant application was withdrawn, and two new grant applications were prepared to align with FAA requirements.

Because the FAA typically provides a very short turnaround time (often two weeks or less) to accept and execute grant offers once issued, staff requests Council's advance authorization to accept and execute the grants upon offer. This will help avoid delays due to scheduling constraints with Council meetings.

FAA AIG Grant:

Total Project Costs: \$341,815.00

Federally Ineligible Costs: \$18,100.00

Total FAA Eligible Costs: \$323,715.00

FAA participation 95%: \$307,529.00 (95% of \$323,715)

City 5% match on FAA eligible portion = \$16,186.00 (5% of \$323,715.00)

Total City costs = \$34,286.00 (\$16,186.00 + \$18,100.00 of Federally Ineligible costs)

FAA AIP Grant:

Total Project Costs: \$263,585.00

Federally Ineligible Costs: \$6,405.00

Total FAA Eligible Costs: \$257,180.00

FAA participation 95%: \$244,321.00 (95% of \$257,180.00)

State Participation: \$12,216.00 (5% of the FAA Participation)

City Participation: \$7,048.00 (City portion of FAA eligible funding + 100% of FAA ineligible costs) = \$643.00 + \$6,405 ineligible. (City portion of FAA eligible funding is \$257,180 - \$244,321 FAA 95% participation - \$12,216 State match = \$643)

FISCAL IMPACT FOR BOTH PROJECTS

\$41,334.00 from the Airport Fund

ACTION(S) REQUESTED -

1. APPROVE THE ACCEPTANCE AND EXECUTION OF THE AIG GRANT IN THE AMOUNT OF \$307,529.00 (ONCE OFFERED) FOR AIRPORT CRACK SEAL OF SOUTH TIEDOWN APRON, TEE HANGAR TAXILANES AND RUNWAY 13-31 MARKING UPGRADE.
2. APPROVE THE ACCEPTANCE AND EXECUTION OF THE AIP GRANT IN THE AMOUNT OF \$244,321.00 (ONCE OFFERED) FOR AIRPORT CRACK SEAL OF TAXIWAY "L" AND NORTH TIEDOWN APRON
3. APPROVE APPLYING FOR, ACCEPTANCE AND EXECUTION OF THE STATE MATCHING GRANT FOR CRACK SEAL TAXIWAY "L" AND NORTH TIEDOWN APRON – DESIGN / CONSTRUCT – CALTRANS MATCHING GRANT OF \$12,216.00

NOTE:

Staff is unable to apply for the CalTrans "State Matching" Grant until after receipt of the FAA AIP Grant. The CalTrans "State Matching" Grant application requires proof of Council approval to apply for, accept, and execute the CalTrans Matching Grant

ATTACHMENTS

Original staff report dated March 4, 2025.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

**FROM: ALYSSA STUTZ, ASSISTANT DIRECTOR OF PUBLIC WORKS
CODY NISSEN, AIRPORT MANAGER**

**RE: ADVANCED APPROVAL OF ACCEPTANCE OF FEDERAL AVIATION
ADMINISTRATION GRANT ASSISTANCE**

DATE: MARCH 4, 2025

SUMMARY

The City Council shall consider permitting staff to accept an FAA Airport Infrastructure Grant (AIG) in the amount of \$298,281 (once offered) for FY25-26 for the following work at the Oroville Municipal Airport:

- Engineering Design and Construction of Schedule A – Crack Seal Taxiway L and North Tie Down Apron
- Engineering Design only of Schedule B - Crack Seal South Tie Down Apron and Tee Hangar Taxi lanes
- Engineering Design only of Runway 13-31 pavement remark

Securing this Federal AIG grant (if funded by the FAA and approved by Council) would require a 5% Airport Sponsor (City) “match” of \$15,699.00 plus \$6,405.00 in Federally ineligible costs associated with sealing the joints in front of the FBO. FAA considers the pavement within 50 feet of the FBO as “sole use” by the FBO and FAA only pays for pavement that is used by general aviation public and not one tenant, therefore the City must pay 100% of this \$6,405 (see attachment), for a total City contribution of \$22,104.00.

DISCUSSION

On September 29, 2023, staff submitted a Pre-Application for Federal Assistance for crack seal of taxiway L and North Tie down Apron (Schedule A) in addition to Crack Seal Tie Down South Apron and Tee Hanger taxi lanes (Schedule B) to meet FAA safety standards and ensure longevity of the current pavement until the proposed rehabilitation in 2029. Unfortunately there weren't sufficient Federal funds available to fund the project in FY24-25. Consequently, staff resubmitted a Preapplication for Federal Assistance on December 30, 2024 for the attached project.

Staff do not have clarity on precisely when this grant will be offered, but upon such time that it is offered, there is typically a short window (generally 2 weeks or less) to execute, sign and return the grant offer to the FAA. This timeline does not always coincide well with Council meetings. Consequently, staff is requesting Council's approval to move forward with the execution of the grant offer immediately upon reception.

Total Project Costs: \$320,385

FAA participation: \$298,281 (95% of \$313,980)

City 5% match on FAA eligible portion = \$15,699 (5% of \$313,980)

City 100% of ineligible costs: \$6,405

Total City costs = \$22,104

The City will be applying for a second FAA Airport Improvement Program (AIP) grant in the spring of 2025 which will include the following:

- Construction only of Schedule B Crack Seal South Tie Down Apron and Tee Hangar taxi lanes
- Construction only of Remark Runway 13-31

The City is in the process of getting bid prices for the Remark Runway 13-31 and will follow up with another Council item in April or May 2025 for approval of this second FAA grant. This second grant comes from a different FAA funding program.

FISCAL IMPACT

\$22,104.00 from the Airport Fund

ACTION(S) REQUESTED -

- 1. APPROVE THE ACCEPTANCE OF THE AIG IN THE AMOUNT OF \$298,281.00 (ONCE OFFERED) FOR AIRPORT CRACK SEAL SCHEDULE A AND B AND REMARK RUNWAY 13-31; AND**
- 2. APPROVE THE CITY "MATCH" EXPENDITURE OF \$15,699.00 PLUS THE FEDERALLY INELIGIBLE EXPENDITURE OF \$6,405.00, FOR A TOTAL OF \$22,104.00.**

ATTACHMENTS

Summary of Project Costs

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

FY 2024/25 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCT

Schedule A - Crack Seal Taxiway L and North Tie Down Apron - Design/Construct
Schedule B - Crack Seal South Tie Down Apron and Tee Hangar Taxilanes - Design
Remark Runway 13-31 - Design

SUMMARY OF PROJECT COSTS

	Schedule A	Schedule B	Remark R/W	Total
<u>Construction</u>	\$ 157,085.00	\$ -	\$ -	\$ 157,085.00
<u>Engineering:</u>				
Project Formulation - DBE Goal Preparation	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Environmental Document - Cat Ex	300.00	300.00	1,000.00	1,600.00
Project Scoping	2,500.00	2,500.00	-	5,000.00
Crack Surveys	1,000.00	1,000.00	-	2,000.00
Engineering Design and Preparation of Plans and Specifications	16,000.00	16,000.00	12,000.00	44,000.00
Engineering During Bid and Award	6,000.00	-	5,000.00	11,000.00
Engineering During Construction	15,000.00	-	-	15,000.00
Resident Engineering, Testing, and Inspection	57,700.00	-	-	57,700.00
<i>Total Engineering Costs</i>	<u>\$ 98,500.00</u>	<u>\$ 26,800.00</u>	<u>\$ 18,000.00</u>	<u>\$ 143,300.00</u>
<u>Administration</u>	<u>\$ 10,000.00</u>	<u>\$ 6,000.00</u>	<u>\$ 4,000.00</u>	<u>\$ 20,000.00</u>
<i>Total Project Costs</i>				\$ 320,385.00
Less Ineligible Construction Costs				(6,405.00)
Total (FAA Eligible) Project Costs				\$ 313,980.00
F.A.A. Participation				\$ 298,281.00
Sponsor Participation - Grant Match (5%) + Ineligible Costs				\$ 22,104.00



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS
CODY NISSEN, AIRPORT MANAGER

RE: CONTRACT FOR SCHEDULE B – PROJECT 2: RUNWAY 13-31
MARKING UPGRADES WITH SPECIALIZED PAVEMENT
MARKING LLC

DATE: SEPTEMBER 2, 2025

SUMMARY

The City Council shall consider pre-authorization to award bid for contract for marking upgrades on runway 13-31 at Oroville Municipal Airport.

DISCUSSION

Three airport projects are scheduled for Fiscal Year 2025/2026 which will be funded through a combination of the FAA Airport Infrastructure Grant (AIG), Airport Improvement Program (AIP) Grant, Cal-Trans Matching Grant and City match contribution.

This table summarizes the funding sources, total costs, and contributions for the airport crack seal and marking upgrade projects as outlined in the June 17, 2025 staff report.

Project / Schedule	Total Project Cost	Federal Funding	State Funding	City Funding (Match + Ineligible)	Notes
Schedule A – Crack Seal Taxiway L and North Tie Down Apron	\$263,585 (\$157,085 for Const; \$98,500 for Eng; \$8,000 for Admin)	\$244,321 (FAA AIP – 95%)	\$12,216 (Caltrans – 5% of FAA portion)	\$7,048 (\$643 match + \$6,405 ineligible costs near FBO)	Design and construction
Schedule B – Project 1: Crack Seal South Tie Down Apron & Tee Hangar Taxilanes	\$341,815 (\$188,315 for Const; \$141,500 for Eng; \$12,000 for Admin)	\$307,529 (FAA AIG – 95%)	N/A	\$34,286 (\$16,186 match + \$18,100 ineligible costs)	Design and construction

Schedule B – Project 2: Runway 13-31 Marking Upgrade	\$105,400 is included in \$341,815 above	Covered under AIG funding (95%)	N/A	Part of \$34,286 City match/ ineligible	Upgrade of runway markings for compliance
Overall Combined Project (All Schedules)	\$605,400	\$551,850	\$12,216	\$41,334	Total local cost from Airport Fund

- The AIG grant has been awarded.
- The AIP grant is expected to be awarded by late August or early September.
- The Caltrans match is anticipated shortly thereafter.

On March 10, 2025, staff emailed four (4) contractors from the approved California Uniform Construction Cost Accounting Act (CUPCCAA) list soliciting informal bids for the Remark Runway 13-31 Project at the Oroville Municipal Airport. A pre-bid meeting was held March 24, 2025 with a bid deadline of noon on April 3, 2025. Three (3) qualifying bids were received, with the lowest bid submitted by Specialized Pavement Marking LLC in the amount of \$65,400.00 (bid abstract attached). Staff is requesting authorization to award the contract to Specialized Pavement Marking LLC in the amount of \$65,400.00 once official grant award documentation has been processed.

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

2025 AIRPORT INFRASTRUCTURE GRANT - DESIGN/CONSTRUCTION

*Project 1 - Crack Seal South Tie Down Apron and Tee Hangar Taxilanes
Project 2 - Runway 13-31 Marking Upgrade*

SUMMARY OF PROJECT COSTS

	<u>Project 1 Apron</u>	<u>Project 1 Taxilanes Eligible</u>	<u>Project 1 Taxilanes Ineligible</u>	<u>Project 2</u>	<u>Total</u>
<u>Construction</u>	\$ 67,603.25	\$ 37,211.75	\$ 18,100.00	\$ 65,400.00	\$ 188,315.00
<u>Engineering:</u>	58,025.00	47,475.00	-	\$ 36,000.00	\$ 141,500.00
<u>Administration</u>	\$ 4,400.00	\$ 3,600.00	\$ -	\$ 4,000.00	\$ 12,000.00
<u>Total Project Costs</u>	\$ 130,028.25	\$ 88,286.75	\$ 18,100.00	\$ 105,400.00	\$ 341,815.00
<u>Total (FAA Eligible)</u>					
Project Costs	\$ 130,028.25	\$ 88,286.75	\$ -	\$ 105,400.00	\$ 323,715.00
F.A.A. Participation	\$ 123,527	\$ 83,872	\$ -	\$ 100,130	\$ 307,529
Sponsor Participation	\$ 6,501	\$ 4,414	\$ 18,100	\$ 5,270	\$ 34,286

FISCAL IMPACT

Five percent (5%) City match in the amount of \$3,270.00 from the Airport Fund.

ACTION REQUESTED –

AUTHORIZE THE CITY ADMINISTRATOR, OR HIS DELEGATE, TO AWARD CONTRACT TO SPECIALIZED PAVEMENT MARKING LLC IN THE AMOUNT OF \$65,400.00 ONCE OFFICIAL GRANT AWARD DOCUMENTATION HAS BEEN PROCESSED.

ATTACHMENTS

Invitation for bids 13-31 Remark project

Abstract of Bids 13-31 Remark project

June 17, 2025 Staff report



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Fred Mayo
PW DIRECTOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2401 – FAX (530) 538-2426
www.cityoforoville.org

March 10, 2025

Dear Sir/Madam:

The City of Oroville is planning to complete by small purchase procedures the re-marking of airfield markings on the surface of Runway 13-31 at the Oroville Municipal Airport. This marking shall meet the requirements set forth on the attached plans and specifications.

The City would appreciate receiving a quote from your office for furnishing and installing this airfield marking as noted in the bid documents. Prices quoted shall include the total cost of furnishing all materials, including paint and glass beads, and for all labor equipment, tools, and incidentals necessary to complete the work, including paying applicable California state sales taxes. A Proposal Form is attached for your use. This project is a unit price contract, the City of Oroville reserves the right to increase/decrease quantities as specified in the FAA General Contract Provisions section 40-02 based on their available budget.

A pre-bid meeting will be held Monday, March 24, 2025, at 9:00 AM via Microsoft Teams - Meeting ID: 272 657 410 742, Passcode: CF9RX6JF.

Please send questions to City of Oroville, Airport Manager, Cody Nissen, at cnissen@cityoforoville.org. Proposals are due via hard copy to Kayla Reaster, Assistant City Clerk, City of Oroville, 1735 Montgomery Street, Oroville, California 95965. before 12:00 noon, Thursday, April 3, 2025.

Very truly yours,

Cody Nissen
Airport Manager
City of Oroville CA

March 10, 2025

Page 1

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

**OROVILLE MUNICIPAL AIRPORT
OROVILLE , CALIFORNIA**

**REMARK RUNWAY 13-31
AIP NO. 3-06-0178-0XX-2025**

Summary of Bids

**BID OPENING:
Thursday, April 3, 2025 @ 12:00 Noon**

	<u>Base Bid</u>	<u>Alternate 1</u>	<u>Base Bid plus Alternate 1</u>
<i>Engineer's Estimate</i>	\$ 63,425.00	\$ 12,950.00	\$ 76,375.00
1. <u>Specialized Pavement Marking, LLC*</u>	<u>\$ 56,150.00</u>	<u>\$ 9,250.00</u>	<u>\$ 65,400.00</u>
2. <u>Anderson Striping & Construction, Inc.</u>	<u>\$ 54,591.50</u>	<u>\$ 14,171.00</u>	<u>\$ 68,762.50</u>
3. <u>Sierra Nevada Construction, Inc.</u>	<u>\$ 58,602.50</u>	<u>\$ 12,025.00</u>	<u>\$ 70,627.50</u>

*Corrected total (Addition error of \$1,000 adding Base Bid plus Alternate.)

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

REMARK RUNWAY 13-31

ABSTRACT OF BIDS

Bid Opening: Thursday, April 3, 2025 @ 12:00 Noon

Item No.	Description	Unit	Estimated Quantity	Engineer's Estimate		Specialized Pavement Marking, LLC		Anderson Striping and Construction, Inc.		Sierra Nevada Construction, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid - Remark Runway 13-31											
1	Mobilization	L.S.	7,500.0	L.S.	\$ 7,500.00	L.S.	\$ 4,800.00	L.S.	\$ 5,000.00	L.S.	\$ 5,000.00
2	Marking and Lighting of Closed Airport Facilities	L.S.	3,500.0	L.S.	3,500.00	L.S.	6,200.00	L.S.	1,500.00	L.S.	2,500.00
3	Airfield Marking - 1 Coat	Sq Ft	17,500.0	\$ 1.50	26,250	\$ 1.00	17,500.00	\$ 0.77	13,475.00	\$ 1.50	26,250.00
4	Airfield Marking - 2 Coat	Sq Ft	10,900.0	2.00	21,800	2.25	24,525.00	1.81	19,729.00	1.85	20,165.00
5	Reflective Media - Type III Beads	Ton	625.0	7.00	4,375	5.00	3,125.00	23.82	14,887.50	7.50	4,687.50
	Total Base Bid - Remark Runway 13-31				\$ 63,425		\$ 56,150.00		\$ 54,591.50		\$ 58,602.50
Alternate 1 - Reflective Media on Runway Edge Stripes											
A1	Reflective Media - Type III Beads	Ton	1,850.00	\$ 7.00	\$ 12,950	\$ 5.00	\$ 9,250.00	\$ 7.66	\$ 14,171.00	\$ 6.50	\$ 12,025.00
	Total Alternate 1 - Reflective Media on Runway Edge Stripes				\$ 12,950		\$ 9,250.00		\$ 14,171.00		\$ 12,025.00
	Total Construction Cost - Base Bid + Alternate 1				\$ 76,375		\$ 65,400.00		\$ 68,762.50		\$ 70,627.50



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

**FROM: ALYSSA STUTZ, INTERIM DIRECTOR OF PUBLIC WORKS
CODY NISSEN, AIRPORT MANAGER**

RE: APPLICATION FOR AIRPORT FEDERAL ASSISTANCE

DATE: JUNE 17, 2025

BACKGROUND

On March 4, 2025, the City Council approved the acceptance of an FAA Airport Infrastructure Grant (AIG) for \$298,281 (pending offer) to fund engineering design and construction for Schedule A – Crack Seal of Taxiway L and North Tie Down Apron, as well as engineering design only for Schedule B – Crack Seal of the South Tie Down Apron and Tee Hangar Taxilanes, and the Runway 13-31 marking upgrade. (See attached March 4 staff report.)

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These grants will fund the following:

- **Schedule A** (via **FAA AIP** + **Caltrans Grant**):
Engineering Design and Construction for Crack Seal of Taxiway L and North Tie Down Apron
- **Schedule B** + **Runway 13-31** (via **FAA AIG Grant**):
Engineering Design and Construction for Crack Seal of the South Tie Down Apron,

Tee Hangar Taxilanes, and the Runway 13-31 Marking Upgrade

The **AIP/Caltrans-funded portion** has a total project cost of \$263,585, of which \$244,321 will be federally funded (95%), \$12,216 from Caltrans (5% of the federal share), and \$7,048 will be the City's responsibility (which includes \$643 in required match and \$6,405 in ineligible costs near the FBO).

The **AIG-funded portion** totals \$341,815, with \$307,529 in federal funding (95% of eligible costs) and \$34,286 in City funding, which includes a \$16,186 match and \$18,100 in ineligible work between hangars.

DISCUSSION

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FISCAL IMPACT FOR BOTH PROJECTS

\$41,334.00 from the Airport Fund

ACTION(S) REQUESTED -

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NOTE:

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ATTACHMENTS

Original staff report dated March 4, 2025.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

**FROM: ALYSSA STUTZ, ASSISTANT DIRECTOR OF PUBLIC WORKS
CODY NISSEN, AIRPORT MANAGER**

**RE: ADVANCED APPROVAL OF ACCEPTANCE OF FEDERAL AVIATION
ADMINISTRATION GRANT ASSISTANCE**

DATE: MARCH 4, 2025

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City 5% match on FAA eligible portion = \$15,699 (5% of \$313,980)

City 100% of ineligible costs: \$6,405

Total City costs = \$22,104

The City will be applying for a second FAA Airport Improvement Program (AIP) grant in the spring of 2025 which will include the following:

- Construction only of Schedule B Crack Seal South Tie Down Apron and Tee Hangar taxi lanes
- Construction only of Remark Runway 13-31

The City is in the process of getting bid prices for the Remark Runway 13-31 and will follow up with another Council item in April or May 2025 for approval of this second FAA grant. This second grant comes from a different FAA funding program.

FISCAL IMPACT

\$22,104.00 from the Airport Fund

ACTION(S) REQUESTED -

- 1. APPROVE THE ACCEPTANCE OF THE AIG IN THE AMOUNT OF \$298,281.00 (ONCE OFFERED) FOR AIRPORT CRACK SEAL SCHEDULE A AND B AND REMARK RUNWAY 13-31; AND**
- 2. APPROVE THE CITY "MATCH" EXPENDITURE OF \$15,699.00 PLUS THE FEDERALLY INELIGIBLE EXPENDITURE OF \$6,405.00, FOR A TOTAL OF \$22,104.00.**

ATTACHMENTS

Summary of Project Costs

**OROVILLE MUNICIPAL AIRPORT
OROVILLE, CALIFORNIA**

FY 2024/25 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCT

Schedule A - Crack Seal Taxiway L and North Tie Down Apron - Design/Construct
Schedule B - Crack Seal South Tie Down Apron and Tee Hangar Taxilanes - Design
Remark Runway 13-31 - Design

SUMMARY OF PROJECT COSTS

	Schedule A	Schedule B	Remark R/W	Total
<u>Construction</u>	\$ 157,085.00	\$ -	\$ -	\$ 157,085.00
<u>Engineering:</u>				
Project Formulation - DBE Goal Preparation	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
Environmental Document - Cat Ex	300.00	300.00	1,000.00	1,600.00
Project Scoping	2,500.00	2,500.00	-	5,000.00
Crack Surveys	1,000.00	1,000.00	-	2,000.00
Engineering Design and Preparation of Plans and Specifications	16,000.00	16,000.00	12,000.00	44,000.00
Engineering During Bid and Award	6,000.00	-	5,000.00	11,000.00
Engineering During Construction	15,000.00	-	-	15,000.00
Resident Engineering, Testing, and Inspection	57,700.00	-	-	57,700.00
<i>Total Engineering Costs</i>	<u>\$ 98,500.00</u>	<u>\$ 26,800.00</u>	<u>\$ 18,000.00</u>	<u>\$ 143,300.00</u>
<u>Administration</u>	<u>\$ 10,000.00</u>	<u>\$ 6,000.00</u>	<u>\$ 4,000.00</u>	<u>\$ 20,000.00</u>
<i>Total Project Costs</i>				\$ 320,385.00
Less Ineligible Construction Costs				(6,405.00)
Total (FAA Eligible) Project Costs				\$ 313,980.00
F.A.A. Participation				\$ 298,281.00
Sponsor Participation - Grant Match (5%) + Ineligible Costs				\$ 22,104.00



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS

RE: NOT-TO-EXCEED AGREEMENT WITH PRECISION CONCRETE CUTTING (PCC) FOR SIDEWALK MAINTENANCE AND TRIP HAZARD REPAIR

DATE: SEPTEMBER 2, 2025

SUMMARY

The City Council shall consider approving a not-to-exceed agreement in the amount of \$18,000 with Precision Concrete Cutting (PCC) to assess and repair uneven sidewalks within the Oroville High School zone. The work will address trip hazards and improve pedestrian safety through PCC's specialized horizontal saw-cutting method, providing a cost-effective alternative to full slab replacement.

DISCUSSION

Uneven sidewalks, often caused by tree roots and ground settling, pose significant safety hazards and increase liability exposure for trip-and-fall claims. To proactively address these issues, staff proposes entering into a service agreement with PCC to assess and repair identified hazards in a priority area near the Oroville High School where pedestrian activity is high.

PCC has a proven history of providing high-quality sidewalk maintenance for the City of Oroville.

- In 2021 (Phase 1), PCC completed a comprehensive assessment and repair of sidewalks in key pedestrian corridors, addressing hundreds of trip hazards across Zone 1, at a project cost of approximately \$98,500.
- In 2022 (Phase 2), PCC expanded this work to Zones 1 and 2, repairing over 9,000 inch-feet of sidewalk offsets at a cost of approximately \$395,000.

These past projects significantly reduced the City's exposure to trip-and-fall liability, provided ADA-compliant walking surfaces, and delivered detailed GIS data for long-term infrastructure management. The GIS-compatible data produced from each project allows staff to maintain a detailed inventory of sidewalk conditions to guide future maintenance

and capital planning.

Under this agreement:

- PCC will walk and assess each sidewalk panel within the designated project area.
- A GIS-compatible report with photos, coordinates, and condition details will be provided.
- Identified hazards will be repaired using PCC's patented horizontal saw-cutting process.
- Services will be billed per "inch foot" of repair, with total costs not to exceed \$18,000.

FISCAL IMPACT

The total cost of the agreement shall not exceed \$18,000. Funding for this project is available within the Public Works Sidewalk Maintenance budget 1001170 6190.

ACTION REQUESTED -

APPROVE AGREEMENT NO. 3564 WITH PRECISION CONCRETE CUTTING AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Proposal from Precision Concrete Cutting dated August 12, 2025
Agreement No. 3564



Date: 8/12/2025

PROPOSAL FOR “NOT TO EXCEED” AGREEMENT BETWEEN THE CITY OF OROVILLE AND PRECISION CONCRETE CUTTING (PCC)

OVERVIEW

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to pedestrians. Displaced sidewalks cause problems for both public and private entities in the form of trip and fall liability exposure.

It is proposed that the City of Oroville and PCC enter into an agreement whereby PCC will assess, and repair sidewalks (horizontal concrete saw cutting) as identified and requested by City staff. The price for these services shall not exceed the dollar amount and quantity defined in the “Proposal Detail” section below.

BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING

PCC has been assessing and repairing sidewalks since 1990. The company performs work throughout the United States and with dozens of cities in California.

PCC is the leader in sidewalk asset management. We specialize in assessing sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leaves behind ADA compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allow them to create a GIS database to cost effectively manage their sidewalk infrastructure.

ASSESSMENT SERVICES

PCC technicians will walk every panel in the project area and visually assess potential tripping hazards and damage. PCC will provide a GIS compatible report that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

PROPRIETARY MOBILE PHONE SOFTWARE

PCC has developed proprietary mobile software usable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data - Records other data, e.g. spalling, cracks, replacements or other data you need
- Sidewalk Asset Management – PCC offers complete sidewalk asset management

PROPRIETARY AND PATENTED REPAIR METHOD

To Date, PCC has been awarded 8 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – www.uspto.gov





6,827,074 - Hub and blade combination patent
 6,896,604 - Dust hood patent
 7,000,606 - Cutting apparatus and broadening patent
 7,143,760 - Method patent
 7,201,644 - Variations and broadening patent
 7,402,095 - Extended methods patent
 9,759,559 - Stand up measuring gauge digitized readout
 9,494,407 - Stand up measuring gauge
 116,285,96 - Concrete cutting dust abatement systems and methods

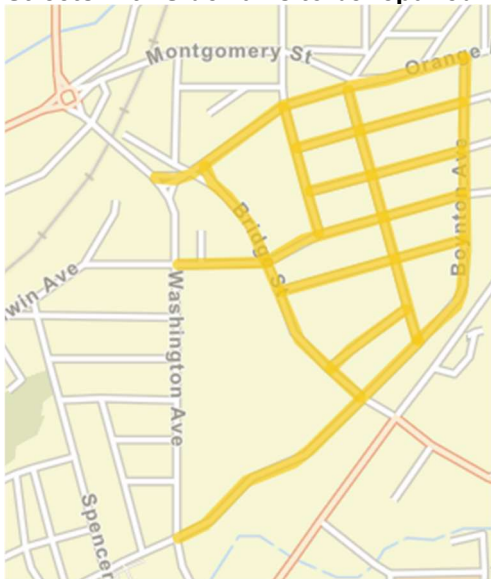
PROPOSAL DETAILS

Contract amount: Total charge for services rendered shall not exceed- \$18,000

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot-wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$\frac{0.5" + 0"}{2} \times 4\text{ft} = 1 \text{ inch-foot}$$

Streets with Sidewalks to be repaired: Oroville high school zone



LIMITATIONS

PCC removes only those trip hazards specifically requested or approved by customers, and therefore makes no guarantee or representation that areas are free of trip hazards after the work is completed. In addition, PCC only performs certain trip hazard repairs. Among other things, PCC does not remove and replace sidewalk slabs (R&Rs) and does not repair certain ATTNs (e.g. utility boxes). Furthermore, to preserve clients' budget, PCC typically does not perform any repair at and around any sidewalk slabs that require to be replaced. It is our customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be repaired due to parked vehicles or other obstacles preventing safe and practical access. In such cases, PCC returns once to attempt completion of repairs that could not be completed the first time. Additionally, it is recognized that after completion of the work, the concrete trip hazards may and





frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages or liabilities thereto pertaining.

Precision Concrete Cutting is committed to providing the highest quality service to our customers. Should you have any questions or comments, please do not hesitate to contact us.

PCC REPRESENTATIVE:

YOUR REPRESENTATIVE:

[Ernesto Martinez](#)

X _____



CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 2nd day of September, 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 Precision Emprise, LLC, 417 Harrison St., Oakland, CA 94607 (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 “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 June 30, 2026 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 \$18,000.00 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 thirty (30) 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, Alyssa Stutz, 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, Ernesto Martinez, 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. 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:
Precision Emprise, LLC
417 Harrison St.
Oakland, CA 94607
Attention: Ernesto Martinez

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 2nd day of September, 2025.

CONTRACTOR:

Ernesto Martinez

CITY OF OROVILLE:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, City Attorney



**August 19, 2025
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

Council Members: Chuck Reynolds, Scott Thomson, 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. THE CITY COUNCIL MET WITH STAFF IN CLOSED SESSION FOR CONFERENCE WITH REAL PROPERTY NEGOTIATIONS (§ 54956.8)

Property: 2700 Oro Dam Blvd W., Oroville, CA 95965

Agency Negotiators: Brian Ring, City Administrator, David Ritchie, Asst City Attorney

Negotiating Parties: Table Mountain Golf Course

Under Negotiation: Price & Terms

OPEN SESSION

1. Announcement from Closed Session – No reportable action taken; direction given to staff.
2. Pledge of Allegiance – Led by Council Member Thomson
3. Adoption of Agenda –

Motioned by: Council Member Goodson **Seconded by:** Vice Mayor Smith

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

1. Presentation from Pneumacare

The City Council received a presentation from Pneumacare. They are contracted through CalAIM to provide services to provide Enhanced Care Management and Community Support services (housing transition and navigation, tenancy and sustaining and food insecurity). Pneumacare has recently opened an office in Oroville to serve the community and introduced themselves to the City Council. This was accepted for information.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnusson, The CameraMan, Allen Dikes, Daniel Vaught and Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Vice Mayor Smith: Announced that on August 21st there will be a Feather River Recreation and Park District Clean Up discussion at the Municipal Auditorium from 5:30-6:30PM.

Mayor Pittman: Butte College opened their new science building. It is 70,000 square feet of classroom and opportunities for learning to happen. He spoke on the planetarium there and recommended members of the community attend it when it opens. He reported on a meeting with Senator Dahle's office personnel, PG&E, and members of the community at the Union Coffee Club. Lastly, he spoke on the orientation for the Lineman students. He and City Administrator, Brian Ring, welcomed them to the City of Oroville and our community.

Council Member Goodson: Also spoke on the new science building that opened at Butte College. She was very impressed with it.

2. Administration Reports

Patrick Piatt, Director of Community Development: Reminded the public about a public meeting due to be held on August 26th at 6pm at the Southside Community Center. The topic of discussion is biomass and there will be a Q&A session. Additionally, Director Piatt announced the addition of Intern James Fong, who will be with the City for a month. James is doing an amazing job already.

Alyssa Stutz, Director of Public Works: Introduced Jacob Glick, the new Civil Engineer for Public Works.

Ruth Duncan, Director of Finance: Announced that there is a CalPERS investment return percentage of 11.6%. There will be a formal update to come.

Jason Wines, Chief of Police: Reported that there have been 2 lateral officers and a Sergeant onboarded, with one more to come next month. There is 1-2 vacancies remaining for the Oroville Police Department, the lowest in many years. National Night Out was a success. He spoke on the newest flock cameras that arrived. Lastly, he spoke on Officer Moreno and his outstanding performance.

Chris Tenns, Fire Chief: Spoke on the provided monthly report. He also updated Council on the status of Title 19 inspections taking place. Many of them have been done, and there are about 30 businesses left. This will resume after this fire season.

CONSENT CALENDAR

Consent calendar **items 1 - 6** were adopted in one action by the Council.

Motioned by: Council Member Goodson **Seconded by:** Vice Mayor Smith

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

1. BENEFIT RESOLUTION FOR UNREPRESENTED EMPLOYEES, WHICH INCLUDES THE CITY ADMINISTRATOR, CHIEF OF POLICE, DIRECTORS, ASSISTANT DIRECTORS, AND THE DEPUTY CITY CLERK PER CALPERS REQUIREMENT

The City Council adopted Benefit Resolution No. 9406 for Unrepresented employees as required by CalPERS.

2. AUTHORIZATION OF PAYMENT TO MELTON DESIGN GROUP FOR WORK PERFORMED AT HEWITT PARK

The City Council authorized the payment to Melton Design Group Inc. in the amount of \$9383.60 for work performed in 2023.

3. APPROVAL OF AGREEMENT NO. 3562 WITH BENEN FOR ELECTRICAL ENGINEERING SERVICES – PEDESTAL SEPARATION PROJECT

The City Council approved Agreement No. 3562 with BenEn in the amount of \$8,522.00 for electrical engineering services to prepare drawings for a new electrical pedestal to be submitted to Pacific Gas and Electric Company (PG&E). This project will separate the electrical service currently shared between 1305 Myers and City-owned streetlights along the adjacent block.

4. RESOLUTION AUTHORIZING APPLICATION, ACCEPTANCE, AND EXECUTION OF A GRANT AGREEMENT WITH CALTRANS FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT AND AUTHORIZATION FOR CITY ADMINISTRATOR TO EXECUTE ALL ASSOCIATED DOCUMENTS

The City Council approved Resolution No. 9407 authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation (Caltrans) for an Airport Improvement Program (AIP) Matching Grant to support asphalt crack sealing improvements at the Oroville Municipal Airport. The resolution provides authorization for City Administrator Brian Ring to sign Caltrans Airport grant application documents.

5. CONTRACT FOR FLOCK SAFETY AUTOMATED LICENSE PLATE READER (ALPR) CAMERA SYSTEM

The City Council approved a two-year contract to renew the Flock Safety Automated License Plate Reader (ALPR) Camera System.

6. **APPROVAL OF SET OF REGULAR MEETING MINUTES**

Item 7.

The City Council approved the regular meeting minutes of July 15, 2025 and August 5, 2025.

REGULAR BUSINESS

7. **ADDITIONAL STOP SIGNS ON BIRD STREET AT DOWNER STREET**

The City Council directed staff to proceed with the installation of stop signs for eastbound and westbound traffic on Bird Street at the intersection of Bird Street and Downer Street.

8. **EMPLOYMENT CONTRACT AMENDMENT WITH PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

The City Council approved an amendment to the employment contract with Patrick Piatt, Community Development Director, that would advance Mr. Piatt from Step E, \$150,123 annual salary to Step F, \$158,028 annual salary. The City Council adopted Resolution No. 9408 a resolution of the Oroville City Council authorizing and directing the Mayor to execute an amendment to the employment agreement between the City of Oroville and Patrick Piatt by the following vote:

Motioned by: Council Member Webber **Seconded by:** Council Member Goodson

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

PUBLIC HEARINGS

None this meeting.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
 - i. **Business Assistance Housing Development Monthly Report**
 - ii. **Fire Department Monthly Report**
 - iii. **Community Development Monthly Report**

ADJOURN THE MEETING

The meeting was adjourned at 5:59PM.

Brian Ring, City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: CONTRACT AMENDMENT WITH TABLE MOUNTAIN GOLF COURSE
FOR OPERATING AND MAINTAINING CITY OWNED FACILITY**

DATE: SEPTEMBER 2, 2025

SUMMARY

The City contracts with Table Mountain Golf Club, Inc. (TMGC) to operate and maintain the City golf course. The Council will consider amending a portion of the agreement which provides revenue to the City and partial reimbursement for costs associated with projects which are approved by the Council to TMGC.

DISCUSSION

The City contracts with Table Mountain Golf Club, Inc. (TMGC) to operate and maintain the City golf course ("Property"). On August 16, 2022, the Council approved the ninth amendment to agreement number 764 between the City and TMGC which provided some clarity to both parties with regard to how a portion of the revenue generated from TMGC is to be shared with the City, and how the City agrees to contribute a portion of that revenue back to TMGC for approved projects completed on the Property. Specifically, the most recent agreement stipulates that TMGC shall provide two percent of the gross sales to the City and retain one percent of the gross sales to apply towards projects approved by the City Council. While revenues vary from year to year, one percent generally equates to approximately \$17,500.

Historically, the City has had a relationship with TMGC to pay fair market value for the ability to use the land near the Oroville Airport where the current golf course is located (revenue sharing discussed previously). There are requirements in place from the Federal Aviation Administration (FAA) for fair market value to be paid. There are also exceptions, however for situations where there is a benefit to the public that the payment can be waived or below fair market value. At this point due to capital needs that exist at the property, any lease payment that is made takes away from dollars that could be reinvested into the Property.

The Oroville Golf Course is an asset to the City and the residents of Oroville, providing healthy outdoor activities for all ages promoting physical fitness; attracts others in this region to the City to recreate; creates jobs; is an asset to the community which can be leveraged to bring market rate housing to the area. TMGC provides a great service to the City by operating this facility. Operational duties include but are not limited to: maintaining the grounds (mowing, watering, fertilizing, pest control, etc.), hiring staff (maintenance workers, greenskeepers, those in the clubhouse/restaurant), maintaining all the equipment (maintenance equipment, golf carts, etc.), maintaining critical infrastructure (club house, cart barns, restrooms, irrigation) and many other day to day operational matters. By providing this service, TMGC is providing a significant benefit to this community.

The golf course, like all our public infrastructure, requires constant maintenance in order to keep the golf course operational. While the TMGC has a relatively healthy fund balance currently at approximately \$450,000, it has many projects on its list for the foreseeable future that need to be addressed:

- Irrigation system is outdated, failing and needs regular maintenance. Long term, the system needs to be replaced;
- Drainage matters;
- Cart path repairs;
- Septic system improvements; and
- Replacement of aging capital assets.

Given the benefit that TMGC provides to the City and the community, and the funding needed for necessary improvements to keep the golf course viable, staff recommend modifying the revenue sharing agreement to provide the City with the following:

- Calendar year 2024 (paid to Lessor after the close of the financials for 2024) remains under the terms of the previous agreement (764-9);
- Calendar year 2025 \$10,000 paid to the Lessor (after the close of financials for 2025), with the \$42,500 reinvested in projects approved by the City Council (Bocce Ball Court being added in as one of supported projects);
- Calendar year 2026 \$15,000 paid to the Lessor (after the close of financials for 2026), with \$37,500 reinvested in projects approved by the City Council;
- Calendar year 2027 \$20,000 paid to the Lessor (after the close of financials for 2027), with \$32,500 reinvested in projects approved by the City Council.

The additional revenue that TMGC would retain would be the City's contribution towards infrastructure needs. This addendum will be reviewed at the conclusion of the three years to review Airport revenues. If it is determined that the previously agreed upon amount (2% gross sales to Lessor and 1% gross sales going towards capital improvements) is required, both parties agree to restore these previously agreed values. Lessor and Lessee agree to commence these discussions in September of 2027.

FISCAL IMPACT

This would result in an approximate reduction of \$25,000 annually towards the Airport Fund in year one; \$20,000 in year two and \$15,000 in year three. These additional funds would be used towards improvements at the golf course for projects prioritized by the Council.

ACTION REQUESTED -

APPROVE CONTRACT AMENDMENT AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Contract amendment

**AMENDMENT TO LEASE AGREEMENT NO. 764 BETWEEN THE CITY
OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC.**

(Agreement No. 764-10)

This tenth amendment, dated September 2, 2025, is to Agreement No. 764 between the City of Oroville ("Lessor") and the Table Mountain Golf Club, Inc. ("Lessee"). In consideration of the terms and conditions herein, Lessor and Lessee agree that Agreement No. 764 be amended as follows:

1. A three-year addendum to the lease amending the lease revenue contribution to the Lessor to a flat amount of the following:
 - a. Calendar year 2024 (paid to Lessor after the close of the 2024) remains under the terms of the previous agreement (764-9);
 - b. Calendar year 2025 \$10,000 paid to the Lessor (after close of 2025), with the \$42,500 reinvested in projects approved by the City Council (Bocce Ball Court being added in as one of supported projects);
 - c. Calendar year 2026 \$15,000 paid to the Lessor (after close of 2026), with \$37,500 reinvested in projects approved by the City Council;
 - d. Calendar year 2027 \$20,000 paid to the Lessor (after close of 2027), with \$32,500 reinvested in projects approved by the City Council.

Under the current terms, Lessor receives 3% of gross sales, with 1% of that 3% being reinvested in Lessor approved projects at the golf course. While this amount varies each year, \$52,500 is an approximation for 3% of gross sales. This formula nets approximately \$35,000 in revenue to the Lessor (after 1% is retained by Lessee). This change will result in an approximate reduction of \$25,000 in lease revenue in year one, \$20,000 in year two and \$15,000 in year three. The reduced revenue will be re-invested in City Council approved capital projects at the Table Mountain Golf Course. The Lessor will approve projects in the amount of: \$42,500 for 2025, \$37,500 for 2026 and \$32,500 for 2027. Projects for 2025 were previously approved at the February 18, 2025 regularly scheduled City Council meeting. This addendum will add the creation of a Bocce Ball Court to the City Council approved 2025 project list.

- e. This addendum will be reviewed at the conclusion of the three years to review Airport revenues. If it is determined that the previously agreed upon amount (2% gross sales to Lessor and 1% gross sales going towards capital improvements) is required, both parties agree to restore these previously agreed values. Lessor and Lessee agree to commence these discussions in September of 2027.
2. Lessee shall provide Council annually with proposed capital improvement projects and will take input from the Council on the prioritization of said projects.

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

CITY OF OROVILLE

David Pittman, Mayor

TBD
Table Mountain Golf Course, Inc.

APPROVED AS TO FORM:

Scott E. Huber, City Attorney



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

**FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR
KILEY COPE, ASSISTANT PLANNER**

**RE: DISCUSSION AND DIRECTION REGARDING ZONING CODE
DIRECTIONS FOR TATTOOING, PERMANENT MAKEUP, AND
RELATED SERVICES**

DATE: SEPTEMBER 2, 2025

SUMMARY

The City Council shall provide direction regarding potential amendments to the Zoning Code to clarify how the City classifies tattooing, permanent makeup (PMU), micro-tattooing, micropigmentation, and related services.

The Ad Hoc Business Advocacy Committee has recommended reclassifying these services as lower intensity uses. Staff has explored several options and is presenting a recommendation along with alternatives for Council consideration.

DISCUSSION

On February 18, 2025, the City Council formed the Ad Hoc Business Advocacy Committee to review permitting processes and identify potential code changes to improve clarity and reduce delays. The Committee met with staff and business owners to gather input. One recommendation presented to the Planning Commission was to examine how the City defines and regulates tattooing and related services.

Currently, Oroville's Zoning Code defines:

- **Tattoo and Body Piercing Parlors** as moderate-impact personal services
- **Permanent Makeup** as both a low-impact personal service and, inconsistently, a professional office use

The code does not define or address **micro-tattooing** or **micropigmentation**, which has led to inconsistent interpretation. In the absence of local definitions, staff refers to the

California Health and Safety Code, which defines all pigment application under the skin as “tattooing,” regardless of size, purpose, or tool.

State Law and Health Code

Under California Health and Safety Code Section 119301, “tattooing” includes any insertion of pigment under the skin to produce a visible mark. This includes permanent makeup, micropigmentation, and micro-tattoos. All such services require Body Art Practitioner registration with the appropriate county health department.

While state law groups all these services under a single definition, local zoning may distinguish them based on how they function in practice. From a land use perspective, the City's focus is on the impacts these uses have on their surroundings, on adjacent businesses, and on how well they align with community standards. This differs from the State's approach, which is centered on health and safety oversight.

Planning Commission and Committee Input

The Ad Hoc Committee and Planning Commission discussed whether micro-tattooing and restorative pigmentation services should be treated similarly to permanent makeup, rather than being grouped with full-scale tattooing. The Commission asked staff to present potential options to the City Council before drafting any code amendments.

ZONING POLICY OPTIONS

Option 1 – Treat All Pigment-Based Services the Same

Amend the code to treat all forms of tattooing, permanent makeup, micropigmentation, and micro-tattooing the same for zoning purposes. The Council would decide whether to regulate them all as low-impact or moderate-impact uses.

Pros:

- Aligns fully with state law and public health standards.
- Eliminates ambiguity by applying a consistent zoning category for all pigment-based services.
- Easiest option to administer and enforce across departments

Cons:

- May overregulate low-impact, appointment-based cosmetic services.

- May underregulate full-scale tattoo parlors if all uses are downgraded to low-impact.

This approach would harmonize local zoning with state law and remove the need to distinguish between different business models, while still allowing the Council to select the appropriate impact level.

Option 2 - No Change

Maintain the current definitions and categories in the zoning code:

- Tattooing, including micro-tattooing and micropigmentation, remains classified as a moderate-impact personal service.
- Permanent makeup remains a low-impact personal service but is removed from the professional office definition to resolve an internal inconsistency.
- Micro-tattooing and restorative pigmentation continue to be regulated as tattooing under the Health and Safety Code and are treated as moderate-impact uses.

Pros:

- Aligns with state law.
- Maintains regulatory discretion and consistency with existing code structure.

Cons:

- Does not account for differences in business models or customer impact between micro-tattooing and full-scale tattoo parlors.
- Internal conflicts in code remain unaddressed unless a cleanup is also pursued.

Option 3 – Define “Cosmetic Pigmentation Services” as a New Use

Amend the zoning code to create a new low-impact use category for services such as:

- Permanent makeup
- Micropigmentation for cosmetic or restorative purposes
- Incidental small decorative tattoos performed in a cosmetic or salon setting

Proposed Definition:

"Cosmetic Pigmentation Services" means the application of pigment into the skin for cosmetic enhancement or restorative purposes. This includes, but is not limited to, permanent makeup, micropigmentation, and incidental small decorative applications that are secondary to cosmetic services. This use does not include full-scale tattooing, body piercing, or other body art services offered primarily for decorative purposes unrelated to cosmetic enhancement.

Pros:

- Recognizes distinctions in business operations and customer flow between PMU studios and tattoo parlors.
- Provides clarity and zoning flexibility for small-scale cosmetic services.
- Encourages streamlined permitting for low-impact businesses.

Cons:

- May diverge from the Health and Safety Code's broader definition of tattooing.
- Could create some complexity in enforcement based on intent and service type.

FISCAL IMPACT

No Fiscal Impact

ACTION REQUESTED -

STAFF RECOMMENDS THAT THE CITY COUNCIL PROVIDE DIRECTION ON WHETHER TO PURSUE A ZONING CODE AMENDMENT RELATED TO TATTOOING, PERMANENT MAKEUP, MICROPIGMENTATION, AND MICRO-TATTOOING SERVICES.

STAFF RECOMMENDS OPTION 1, WHICH WOULD TREAT ALL PIGMENT-BASED SERVICES THE SAME. THIS APPROACH IS CONSISTENT WITH STATE LAW, SIMPLIFIES ENFORCEMENT, AND ENSURES UNIFORM TREATMENT OF SIMILAR USES. HOWEVER, THE FOLLOWING OPTIONS ARE PRESENTED FOR COMPARISON AND DISCUSSION:

- 1. TREAT ALL PIGMENT-BASED SERVICES THE SAME, WITH COUNCIL DETERMINING WHETHER THEY SHOULD BE REGULATED AS LOW-IMPACT OR MODERATE-IMPACT USES.**
- 2. NO CHANGE TO THE CURRENT ZONING CODE (RETAIN EXISTING CLASSIFICATIONS).**

- 3. CREATE A NEW “COSMETIC PIGMENTATION SERVICES” DEFINITION TO ALLOW CERTAIN PIGMENT-BASED COSMETIC SERVICES TO BE CLASSIFIED AS LOW-IMPACT PERSONAL SERVICES.**

DIRECTION FROM COUNCIL WILL GUIDE STAFF IN PREPARING A DRAFT ORDINANCE FOR FUTURE REVIEW AND PUBLIC HEARINGS BEFORE THE PLANNING COMMISSION AND CITY COUNCIL.

ATTACHMENTS

1. City of Oroville § 17.04.060 Definitions
2. City of Oroville Planning Fees

**City of Oroville, CA -> Code of Ordinances -> Title 17 Zoning -> Chapter 17.04
GENERAL PROVISIONS -> § 17.04.060 Definitions**

Personal services—low-impact. A personal services establishment that tends to create minimal adverse impacts for its surroundings, including, but not limited to, clothing rental, dry-cleaning services with no on-site dry-cleaning equipment, estheticians, **permanent makeup artists**, certified massage therapists, laundromats, tailors, tanning salons and other uses of like kind or character.

Personal services—moderate-impact. A personal services establishment that may tend to attract criminal activity or reduce property values when found near similar establishments, and that may need to be dispersed in order to reduce these potential negative impacts. The term "moderate-impact personal services" includes, but is not limited to, check-cashing stores, pawnshops, psychics, spas and hot tubs for hourly rental, **tattoo** and body piercing parlors and other uses of like kind or character.

Professional office. An office used by persons who provide services that require a state license or certificate, including, but not limited to, accountants, architects, dentists, doctors, engineers, lawyers, medical estheticians, **permanent makeup artists**, certified massage therapist, and real estate agents. The term "professional office" shall not include any facility that provides intensive medical treatment or overnight lodging for persons, such as a hospital; any facility that provides permanent or temporary boarding of animals, such as a veterinary office or kennel; **any use that is considered a "personal service,"** as defined in this title; or any adult-oriented business

City of Oroville

PLANNING FEES

Description	Fixed Fee	Initial Deposit	Charge Basis	Note	Yearly Adjust
20 Special Event Permit					
a) Application Fee					
i) Application Submitted More than 15 Days Before Event	\$107		Flat Fee		Y
ii) Application Submitted Within 15 Days of Event	\$320		Flat Fee		Y
b) Police / Streets / Other City Support Provided for Event Monitoring, Street Closures, Setup, etc.	Actual Costs; Bill Per Hour		Per Hour		Y
21 Specific Plan Amendment		\$10,650	Deposit		Y
22 Specific Plan or Planned Development Overlay		\$10,650	Deposit		Y
23 Temporary Use Permit	\$293		Flat Fee		Y
24 Tentative Parcel Map	\$4,261		Flat Fee		Y
25 Tentative Subdivision Map		\$5,250	Deposit		Y
26 Per Resulting Lot Tentative Maps		\$42	Deposit		Y
27 Use Permit					
a) Minor	\$3,729		Flat Fee		Y
b) Major		\$5,250	Deposit		Y
28 Sewer Capacity Study Fee Deposit		\$5,250	Deposit		Y
29 Zone Change		\$3,700	Deposit		Y
30 Variance					
a) ZA determination	\$559		Flat Fee		Y
b) Minor Variance	\$1,864		Flat Fee		Y
c) Variance		\$3,700	Deposit		Y
31 Zoning/General Plan Compliance Letters	\$160		Flat Fee		Y
Assorted Copies					
32 General Plan, Housing Element, Zoning Code	Online			[c]	N
33 Copies	\$0.25		Per Page		N
Hourly Billing Rate					
34 Planning	\$186		Per Hour		Y
35 Contract Services	Actual Cost + 15% Admin Fee		T & M		N

* Applicants shall be responsible for all amounts due to other agencies (e.g., LAFCO, Department of Fish & Wildlife, County Recorder, etc.)

** For deposit based fees the City intends to collect 100% of total cost of service using time and materials billings.

[a] If appeal is successful, appeal filing fee will be returned to appellant.

[b] Amount collected as part of other fees.

[c] Documents are available online. For hardcopy materials use actual printing costs or per page copy fee.

2025 OEA ANNUAL BBQ

BEYOND THE BANKS: BBQ & COMMUNITY INVESTMENT

PRESENTED BY:

Purchase Tickets:



Golden Valley

BANK

Location: Centennial Plaza, 1800 Arlin Rhine Dr., Oroville

Date: Thursday, September 11, 2025

Time: 6:00 – 8:00 PM

Tickets: \$70 per person | Table of 8: \$510

Raffles, Live Entertainment, Presentations

Enjoy a catered BBQ dinner by the river, live music, and great company while supporting tourism, local festivals, and economic development in Oroville. Proceeds directly fund the community-building efforts of the Oroville Economic Alliance.

Food & Drinks By

**WAGON
WHEEL
MARKET**
MEAT, DELI & GROCERIES

FEATHER FALLS CASINO
BREWING
COMPANY

LONG CREEK
WINERY & RANCH
323 WARD BLVD. OROVILLE, CA

Thank You Sponsors!



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**Elijah House
Foundation**
Northern California

Questions: Oroville Economic Alliance, (530) 538-2542, info@orovillechamber.com