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

June 20, 2023
REGULAR MEETING
CLOSED SESSION 2:30 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 of the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney related to the following positions: Public Works Director and Community Development Director.

2. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Management Association; Oroville City Employees Association; Oroville Police Officers Association

3. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: Albanese v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-cv-01131.

4. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: City of Oroville v. Design Build Inc., Butte County Superior Court, Case No. 21-CV-03051.

5. 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 – One Cases.

OPEN SESSION

1. Announcement from Closed Session

2. Pledge of Allegiance

3. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

1. Police Chief LaGrone will introduce new Police Officers and Mayor Pittman will swear them in.

2. Presentation from Tom Bahr, Chico Airport Manager, regarding potential commercial passenger opportunities at the Chico Airport.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

CONSENT CALENDAR

Consent calendar **items 1 - 10** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, FOR CDBG-DR MHP ADMINISTRATIVE SERVICES

The Council may consider amending the Professional Services Agreement with R. L. Hastings and Associates, LLC (R. L. Hastings) for the administration of the City's Community Development Block Grant Disaster Recovery Multifamily Housing Program (CDBG-DR MHP) for the 2018 wildfire disasters for a grant term to December 31, 2026.

Adopt Resolution No. 9141 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC FOR CDBG-DR MHP ADMINISTRATIVE SERVICES (Agreement No. 3378)

2. RESOLUTION DECLARING VARIOUS PROPERTIES SURPLUS LAND

The Council may consider approving a resolution declaring various city-owned properties Assessor's Parcel Numbers 012-021-011, 012-021-021, 012-021-022, 033-232-001 and 033-232-021 surplus, pursuant to the Surplus Land Act.

RECOMMENDATION

Adopt Resolution No. 9142- A RESOLUTION OF THE OROVILLE CITY COUNCIL DECLARING VARIOUS CITY-OWNED PROPERTIES WITHIN THE CITY OF OROVILLE A SURPLUS LAND AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

3. AWARD OF CONTRACT TO GHIRARDELLI ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES

The Council may direct staff to enter a contract with Ghirardelli Associates for Construction Management services on the SR-162 Active Transportation Program (ATP) Pedestrian Safety and Mobility Improvement Project.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to enter in the Contract with Ghirardelli Associates, Inc. for Construction Management Services on the SR-162 Pedestrian Safety and Mobility Project.

4. SANK PARK PERIMETER FENCE AWARD OF CONTRACT TO PISOR FENCE DIVISION, INC.

The City Council may review and consider awarding a contract to Pisor Fence Division, Inc. as lowest responsible bidder to fabricate and install a new fence and gates around the perimeter of Sank Park.

RECOMMENDATION

Approve Res. No. 9144 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH PISOR FENCE DIVISION, INC. AUTHORIZING PISOR FENCE DIVISION, INC TO COMPLETE THE PROPOSED FABRICATION AND INSTALLATION OF A NEW PERIMETER FENCE AROUND SANK PARK IN THE AMOUNT OF $499,900.00 AND A 10% CONTINGENCY IN THE AMOUNT OF $49,990.00 SHOULD ANY DEFICIENCIES BE DISCOVERED DURING THE PROJECT; and

Authorize and direct staff to sign and accept the proposal from Pisor Fence Division, Inc., authorizing the proposed fabrication and installation of a new perimeter fence around Sank Park, in the amount of $449,990.00 (base bid) and a 10% contingency in the amount of $44,990.00 should any deficiencies be discovered during the project, for a total of $494,890.00.

5. TASK ORDER NO. 8 FOR PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT, LLC

The City Council may consider approving task order No. 8 under Professional Services Agreement with Trover Construction Project Management, LLC to perform construction management of City facility repair and remodel projects.

RECOMMENDATION

Approve Task Orders as presented.

6. CHANGE ORDER WITH R&R CONSTRUCTION FOR PORTLAND LOO PROJECT AT BEDROCK PARK

The Council may direct staff to approve Change Order #1 for the additional proposed work at Bedrock Park as part of the 2023 Portland Loo Project.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to approve the Change Order.

7. AGREEMENT WITH INTERWEST FOR PLANNING SERVICES

The Council will consider an agreement with Interwest, for contract Planning Services.

RECOMMENDATION

Adopt Agreement No. 3460 -- A Services Agreement for professional Contract Planning Services by and between the City of Oroville and Interwest, Inc.

8. APPLICATION FOR CALIFORNIA STATE PARKS RECREATIONAL TRAILS PROGRAM

The Council will consider approval of the submission of a grant application for the Feather River Trail Project as well as use of Park Development Impact Fee funds in the amount of $100,000 as a match to provide added amenities for Oroville's growing population.

RECOMMENDATION

Adopt Resolution No. 9143 - RESOLUTION OF THE OROVILLE CITY COUNCIL OF CITY OF OROVILLE APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM

9. PLACEMENT OF SOLID WASTE LIENS ON THE 2023-24 PROPERTY TAX ROLL

The Council may consider the placement of solid waste liens from Recology on the 2023-24 property tax roll.

RECOMMENDATION

Adopt Resolution No. 9138 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT SOLID WASTE LIENS ON THE 2023-2024 PROPERTY TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

10. FACTORY INCRESASES ON PURCHASE OF T380 AND T880 DUMP TRUCKS FOR STREET DEPARTMENT

The Council is requested to approve the increased Sourcewell pricing for the T380 and T880 dump trucks for the Street Department

RECOMMENDATION

Approve the additional surcharge for the T380 of $8,456.91 and the T880 of $468.32

REGULAR BUSINESS

11. DOCUMENTARY FILM BEING MADE ABOUT THE OROVILLE CHINESE TEMPLE

The Council may consider acknowledging the creation of a documentary film about the Oroville Chinese Temple.

RECOMMENDATION

Acknowledge receipt and recommend that the City Council approve the making of the film and the request for supporting funds from the Community Enhancement Fund.

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

12. 2023-24 ADOPTED BUDGET

The Council will consider approving the 2023-24 annual budget.

RECOMMENDATION

Adopt Resolution No. 9139 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-24

13. APPROPRIATIONS LIMIT

The Council will conduct a public hearing and may consider the adoption of the fiscal year 2023-24 Appropriations Limit.

RECOMMENDATION

Adopt Resolution No. 9140- A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2023-24.

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 / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
   i. Departmental reports for council update - May 2023
   ii. Police Department Monthly Report
4. Correspondence
   i. PG&E notice company request change rates for 2024. (A.23-05-012)

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on July 18, 2023 at 4:00 p.m. Please note that the July 5, 2023 City Council meeting has been cancelled.

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: **AMY BERGSTRAND, DIRECTOR,
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

RE: **AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, FOR CDBG-DR MHP ADMINISTRATIVE SERVICES**

DATE: **JUNE 20, 2023**

SUMMARY

The Council may consider amending the Professional Services Agreement with R. L. Hastings and Associates, LLC (R. L. Hastings) for the administration of the City's Community Development Block Grant Disaster Recovery Multifamily Housing Program (CDBG-DR MHP) for the 2018 wildfire disasters for a grant term to December 31, 2026.

DISCUSSION

The California Department of Housing and Community Development made $250,687,114 in allocations available in the 2019 CDBG-DR funding to support the MHP program, of which, $152,610,073 is allocated to jurisdictions within Butte County. The City's allocation is $17,000,089. This funding is in response to the State's unmet rental housing recover needs for FEMA Major Disaster Declaration DR-4382, which includes the July-September 2018 wildfires and DR-4407, which includes the November 2018 wildfires. Projects may include apartment complexes and mixed-use developments of varying size.

The CDBG-DR MHP allocation provides gap financing for multifamily housing projects as well as the creation of the development RFP and application, ranking proposal applications, underwriting proposals, NEPA preparation, providing oversight and monitoring for construction and providing ongoing affordability monitoring through project expiration date of December 31, 2026.

City staff issued a Request for Proposal for these services on April 19, 2021, and four (4) proposals were received. A reviewing committee comprised of representatives from the Department of Business Assistance and Housing Development, Department of Finance and Department of Community Development selected R. L. Hastings of

Placerville as the most qualified respondent and a professional services agreement was approved by council on July 20, 2021.

Staff and R. L. Hastings had originally budgeted for a maximum of four (4) projects with two (2) projects ultimately being approved, reducing this contract from $810,000 to $619,500. Additionally, the contract language under Section 4. Method of Payment, states reimbursement based on time and materials, and does not reflect the proposal or the Schedule of Charges, which both state a lump sum reimbursement.

FISCAL IMPACT

No General Fund Impact

Agreement No. 3378 to be reduced from $810,000 to $619,500, however there is no change to the overall grant budget or agreement.

Adopt Resolution No. 9141 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC FOR CDBG-DR MHP ADMINISTRATIVE SERVICES (Agreement No. 3378)

ATTACHMENTS

A – Resolution No. 9141
B – Agreement No. 3378-1

CITY OF OROVILLE
RESOLUTION NO. 9141

AMEND PROFESSION SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC FOR ADMINISTRATION OF THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) MULTIFAMILY HOUSING PROGRAM (MHP) FOR 2018 DISASTERS

(Agreement No. 3378-1)

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

1. The mayor is hereby authorized and directed to amend a Professional Services Agreement with R. L. Hastings & Associates for Administrative Subcontractor services through December 31, 2026. A copy of the Agreement is attached to this Resolution.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 20, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
Agreement No. 3378-1

This Amended Agreement is made and entered into as of **June 20, 2023**, by and between the **City of Oroville,** a municipal corporation ("City") and **R. L. Hastings and Associates, LLC** ("Consultant").

RECITALS

A. Consultant is experienced and competent to, provide real estate brokerage services to governmental clients to sell real property located within the city limits of Oroville; and

B. Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and

C. City desires to retain Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

The Contractor will administer the City's CDBG-DR MHP allocation in accordance with the DR-MHP Policies and Procedures. The areas outlined below define the key areas for the scope of work.

A) Master Standard Agreement Process

Respond to any deficiencies in the City's due diligence submission to HCD of policies and procedures which include:

1. Assessing development projects
2. Generating required environmental review records, compliance with Uniform Relocation Act

3. Construction long-term monitoring of housing projects

B) Development of Project Solicitation

1. In consultation with City staff, develop project priority criteria for selecting multifamily project proposals and determine if proposals will be accepted in two rounds or more.
2. Develop a Request for Proposal (RFP) and an application for the multifamily development projects. RFP anticipated to be release mid-August 2021.
3. Submit draft RFP to HCD to review before publishing the Request for Proposal.

C) Proposal Review and Recommendation:

1. Review submitted proposals and rate/rank per established priority criteria that includes, but is not limited to, DR_MHP Development Application Review and Underwriting Checklist and the Uniform Multifamily Regulations; local prioritization criteria; application benchmarks including eligible activities; project types eligibility and national objective criteria; quality of the application according to long-term viability; verification of financial feasibility; cost reasonableness; project timelines and schedules; Developer capacity, and compliance with article XXXIV, among other criteria.
2. Oversee underwriting projects with HCD, including costs, financial feasibility, market demand, Developer qualifications, environmental review, land use and certifications.
4. Determine level of National Environmental Policy Act (NEPA) Review and review the prepared environmental document and record in consultation with

City staff, correspond with applicant, consultants and State Office of Historic Preservation (SHPO) on behalf of the City. Submit the complete environmental record to HCD with a Request for Release of Funds.

5. Determine if relocation is required. Prepare RFP to procure consultant as requested by the City.
6. Prepare report(s) of recommended projects to be presented to the Oroville City Council for approval. Attend City Council Meetings, if requested by City staff.
7. Submit approved project to HCD
8. Manage correspondence between HCD and the project applicants.

D) Development Agreement Creation and Execution

1. Respond to any deficiencies in the City's Due Diligence submission to HCD, including development City policies and procedures necessary for program implementation.
2. Upon approval of projects by HCD, coordinate required loan and closing documents with City staff and HCD.
3. Create development agreements for each project based on federal, state and local requirements.

E) Project Requirement Development and Process Oversight

1. Coordinate loan and closing process and documents with City staff and HCD.
2. Oversee adherence to Construction Standards and Requirements.
3. Attend loan due diligence and closing meetings with developer on City's behalf.

4. Instruct and provide direction to project developers/contractors with federal requirements including Minority and Woman Business Enterprises, Davis - Bacon labor and Section 3 bid requirements/specifications.
5. Review and approve Marketing Plan for compliance and local demographic and housing needs.
6. Develop Uniform Relocation Assistance and Real Property Acquisition Act Policy for multifamily housing projects.
7. Develop Affirmative Fair Housing Marketing Plan and Lease Up Policy for small rental projects.
8. Participate in the development of CDBG-Disaster Recovery Infrastructure grant applications that link to proposed multifamily housing projects.

F) Fiscal Review and Oversight

1. Review fiscal requirements for projects including Notice to Proceed Rider, committed sources of investment funding, Duplication of Benefits, cost reasonableness, eligible costs, form of assistance, and allocation methodology.
2. Monitor and report Developer project Income.
3. Oversee disbursement of funds according to agreements, recapturing of funds and budget monitoring.

G) Project Compliance Monitoring

1. Develop a system in which projects and developers can be effectively and efficiently monitored for compliance during the first two years of implementation, including construction, tenant selection, management, and

annual certifications according to the Master Standard Agreement and CDBG-DR Grant Administrative Manual.

2. Conduct annual compliance monitoring including physical, project and financial monitoring for two years.
3. Coordinate contract monitoring with HCD, including documentation and in-person monitoring.
4. Develop long-term monitoring process for the City to implement over the affordability lifetime of the projects.

H) Report Development

1. Oversee all reporting as specified in the Master Standard Agreement.
2. Provide monthly updates to City staff.
3. Prepare monthly status reports for each project.
4. Prepare the annual report and coordinate annual audit.

I) Training and Technical Assistance

1. Provide training and technical assistance to Developers and Project Managers on HUD, HCD, and local requirements for project development and implementation.
2. Provide or recommend training and technical assistance to City on the development, execution, and monitoring of Multifamily Housing projects.
3. Participate in HCD technical assistance of program requirements, risk assessment, compliance, and capacity building.

J) Conduct annual compliance monitoring during period of affordability

1. Physical monitoring including the inspection of the exteriors of all buildings, common spaces, and interiors of income restricted units.
2. Project monitoring including affordable rent, certification of tenant income, LMI benefit, affirmative marketing and fair housing requirements.
3. Financial monitoring including review of financial statements, debt service obligations, reserve accounts.

2. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall continue until **December 31, 2026.**

3. COMPENSATION. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. METHOD OF PAYMENT. Consultant shall submit monthly billings to City describing the work performed during the preceding month per category. Consultant's bills shall include ~~a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures.~~the percentage 9%) complete in each category, the amount paid to date and the amount request for the month. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for this Agreement, no further payments shall be made for services until the final work for each audit under this Agreement has been accepted by City.

5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant Shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. TERMINATION. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression,

including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's

name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding 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.

11. CONSULTANT'S BOOKS AND RECORDS.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this

Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

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

13. INTEREST OF CONSULTANT. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income,

interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
2. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
16. LICENSES. Consultant represents and warrants to City that it has all licenses,

permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.

17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

18. INSURANCE REQUIREMENTS. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.

19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Business Assistance/Housing Development**
Amy Bergstrand
City of Oroville
1735 Montgomery Street

Oroville, CA 95965-4897

If to Consultant:

R. L. Hastings & Associates, LLC.
~~**P. O. Box 552**~~**3027 Pualei Circle #201**
~~**Placerville, CA 95667**~~**Honolulu, HI 96815**

20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for the performance of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

23. 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.

24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25. CONTROLLING LAW VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

26. LITIGATION EXPENSES AND ATTORNEY'S FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence

litigation.

28. 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.

29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the

performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

32. SECTION 3 REQUIREMENTS The work to be performed under this contract is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFG Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this contract

upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

33. NONDISCRIMINATION CLAUSE. During the performance of this contract, consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended

by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.

c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the

purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this contract the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on

race, color, national origin, sex, age or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified

by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

a. During the performance of this contract, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

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

CITY OF OROVILLE

_____
~~Chuck Reynolds~~David Pittman, Mayor

Consultant

_____
Roy Hastings, R.L. Hastings & Associates, LLC.

APPROVED AS TO FORM:

By:_____
Scott E. Huber, City Attorney

ATTEST:

By:_____
Jackie Glover, Assistant City Clerk

Attachments:

Exhibit A-Schedule of Charges
Exhibit B- Insurance Requirements

Exhibit A

Schedule of Charges

R.L. Hastings & Associates is proposing a non-variable lump sum cost of $810,000 to cover the entire program period from selection as Project Administrator and preparation of the RFP for Project Solicitation through HCD-HUD Grant Close-Out in December 2026. This lump sum cost will cover the Project Administration of up to ~~4~~ 2 projects for the Scope of Work contained in the following section and contains all sub-consultant and administrative costs for the entire 5-year grant period.

R.L. Hastings & Associates contracts almost exclusively on the basis of lump sum contracts and rarely contracts on an hourly basis with the exception, only upon request, of small and occasional special projects for existing clients or referred clients.
Our hourly rates, when used, are $150/hour for all but legal work which is $400/hour.
By nature, housing development costs are variable and difficult to estimate, with the development process rarely running smoothly without hiccups and unanticipated costs, and costs almost always come in higher than estimated. A lump sum bid transfers the risk from the City to

Budget Estimates using HCD RFP Task Breakdown		
Task	**Cost Estimate**	**Payment Terms**
Project Solicitation	$20,000	Invoice after completion of Task
Environmental	$~~140,000~~80,000	Invoice as costs incurred - includes NEPA preparation and report costs
Project Selection	$50,000	Invoice after completion of Task
~~Financial Management~~	~~$60,000~~	~~Invoiced monthly and/or as cost incurred~~
~~Monthly Monitoring~~	~~$60,000~~	~~Invoice monthly once Task begins~~
Development Monitoring & Compliance	$180,000	Invoice monthly once Task begins
General Administration (GA)	$~~300,000~~289,500	Invoice $7,000~~$5,000~~/month outside costs as incurred
TOTAL	**$~~810,000~~619,500**	

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This is an all inclusive bid and there are no City costs beyond those incurred in the normal development process for affordable housing projects.

Although each project will be unique, there are cost savings realized with multiple projects.

Our base for one project would be $442,500 with a 20% bump for a second project to $619,500, a 15% bump for a third project to $752,260, and an 11.5% bump for a 4th project to $810,000.

Exhibit B

Insurance Requirements for Consultants

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
2. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Automobile Liability: $300,000/$500,000 per accident for bodily injury and property damage.
2. Errors and Omissions Liability: $1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Acceptability of Insurers

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

Verification of Coverage

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, DIRECTOR**
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: **RESOLUTION DECLARING VARIOUS PROPERTIES SURPLUS LAND**

DATE: **JUNE 20, 2023**

SUMMARY

The Council may consider approving a resolution declaring various city-owned properties Assessor's Parcel Numbers 012-021-011, 012-021-021, 012-021-022, 033-232-001 and 033-232-021 surplus, pursuant to the Surplus Land Act.

DISCUSSION

The Surplus Land Act was passed in 1968 and provided cities, counties, and special districts with a process for disposing of excess public lands while still allowing for some degree of local control. In 2019, as the State housing crisis intensified, lawmakers identified the Surplus Land Act as a mechanism by which the State could squeeze more affordable housing out of the existing inventory of publicly held land. To this end, AB 1486 and AB 1255 were passed. Both went into effect on January 1, 2020, and imposed additional requirements on local agencies that eroded local control.

As amended, the general rule under the Surplus Land Act, is that a local agency (including cities, successor agencies, and housing authorities) cannot transfer or lease land, or participate in any negotiations related thereto, without first following procedures set forth in the Surplus Land Act.

Under the Surplus Land Act, there are three types of land: land necessary for local agency's use, surplus land, and exempt surplus land. Land that is "necessary for a local agency's use" is not subject to the procedures set forth in the Surplus Land Act and includes land still used for the work or operations of a local agency. When land is not necessary for local agency's use, a local agency must declare the land as either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it.

Additionally, AB 1255 imposed reporting requirements on local agencies regarding land inventory, Specifically, it requires that local agencies submit a report to the Department of Housing and Community Development ("HCD"), annually, that provides the specific information identified in Government Code section 54230, including but not limited to he location of

available land, assessor's parcel numbers, existing uses, whether a site is surplus land or exempt surplus land, and acreage.

Assessor's Parcel Numbers 033-232-001 and 033-232-021, (see attached map) otherwise known as the Oro Dam lots have been on the market for a number of years and have recently received a full price offer. Unfortunately, the parcels have not been previously declared as "Surplus" and it is necessary that the process is complete prior to the sale of the property.

The additional three parcels, Assessor's Parcel Numbers 012-021-011, 012-021-022 and 012-021-021 (see attached map) were deeded to the City of Oroville in the early 1900s. Each is less than 1/10 acre and not contiguous which renders then undevelopable as individual parcels.

FISCAL IMPACT

Revenue to the General Fund for the sale of the parcels is unknown at this time.

RECOMMENDATION

Adopt Resolution No. 9142- A RESOLUTION OF THE OROVILLE CITY COUNCIL DECLARING VARIOUS CITY-OWNED PROPERTIES WITHIN THE CITY OF OROVILLE A SURPLUS LAND AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

ATTACHMENTS

A – Resolution No. 9142
B – Map of Subject Parcels

CITY OF OROVILLE
RESOLUTION NO. 9142

RESOLUTION OF THE OROVILLE CITY COUNCIL, DECLARING VARIOUS CITY-OWNED PROPERTIES WITHIN THE CITY OF OROVILLE AS SURPLUS LAND AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the City of Oroville ("City") owns in fee simple certain real property within the City of Oroville, as described in Exhibit "A," attached hereto and incorporated herein ("Property"); and

WHEREAS, pursuant to California Government Code Section 54220 et seq. ("Surplus Land Act"), before a public agency takes any action to dispose of its property, it must adopt written findings declaring the property as either surplus property or exempt surplus property; and

WHEREAS, under the Surplus Land Act, land is necessary for an agency's use if the land is being used, or is planned to be used, pursuant to a written plan adopted by the agency's governing body for the agency's work or operation; and

WHEREAS, the City has evaluated the Property for its potential to be used for City work or operation and has determined that the Property is no longer necessary for the City's use; and

WHEREAS, by this Resolution, the City Council desires to declare that the Property is surplus land and no longer necessary for the City's use; and

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. CEQA. The City Council finds that it can be seen with certainty that there is no possibility that declaring the Property surplus land may have a significant effect on the environment, and thus the declaration is not subject to the California Environmental Quality Act (CEQA). Further, any proposed development on the Property will be subject to environmental review as required by CEQA.

Section 3. Property Declared Surplus Land. The City Council declares that the Property is surplus land and not necessary for the City's use.

Section 4. Compliance with Surplus Land Act. The City Administrator, or his/her designee, is directed to issue all notices and submit all documentation required by the Surplus Land Act related to the declaration of the Property as surplus land, including but not limited to, sending notices of availability to the entities designated in Government Code Section 54222.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Oroville held on June 20, 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF OROVILLE

By: _____

David Pittman, Mayor

ATTEST:

By: _____

Jackie Glover, Assistant City Clerk

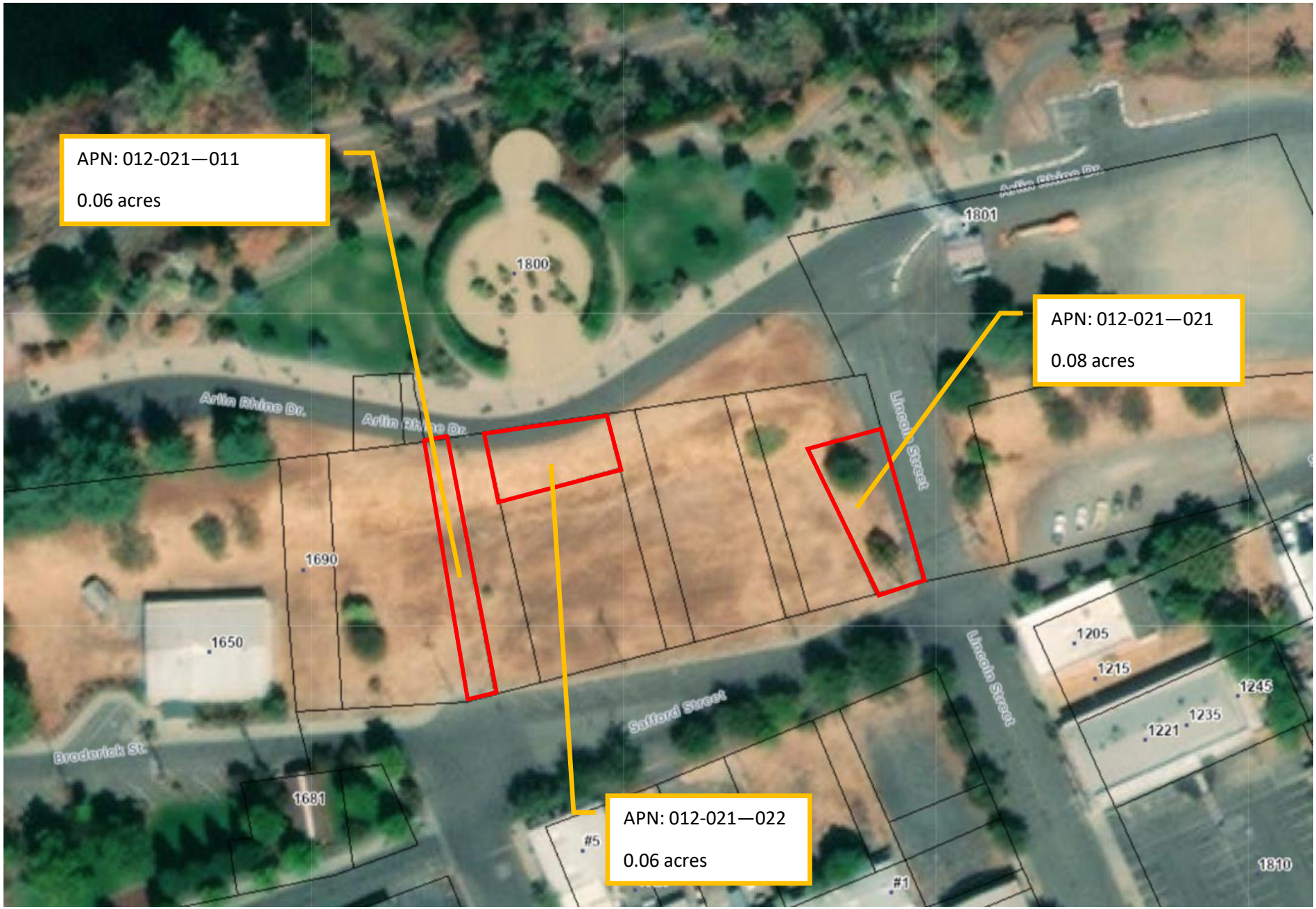
APPROVED TO FORM:

By: _____

Scott E. Huber, City Attorney

Exhibit “A”

1. APN No. 033-232-001-000 Oro Dam Lot
2. APN No. 033-232-021-000 Oro Dam Lot
3. APN No. 012-021-011-000
4. APN No. 012-021-022-000
5. APN No. 012-021-021-000


APN: 012-021—011
0.06 acres
APN: 012-021—021
0.08 acres
APN: 012-021—022
0.06 acres
Arlin Rhine Dr.
Lincoln Street
Safford Street
Broderick St.
1800
1801
1690
1650
1681
1205
1215
1221
1235
1245
1810
#5
#1

PTN. S 1/2 SEC. 9, T.19N. R4E. M.D.B.&M.

33-23

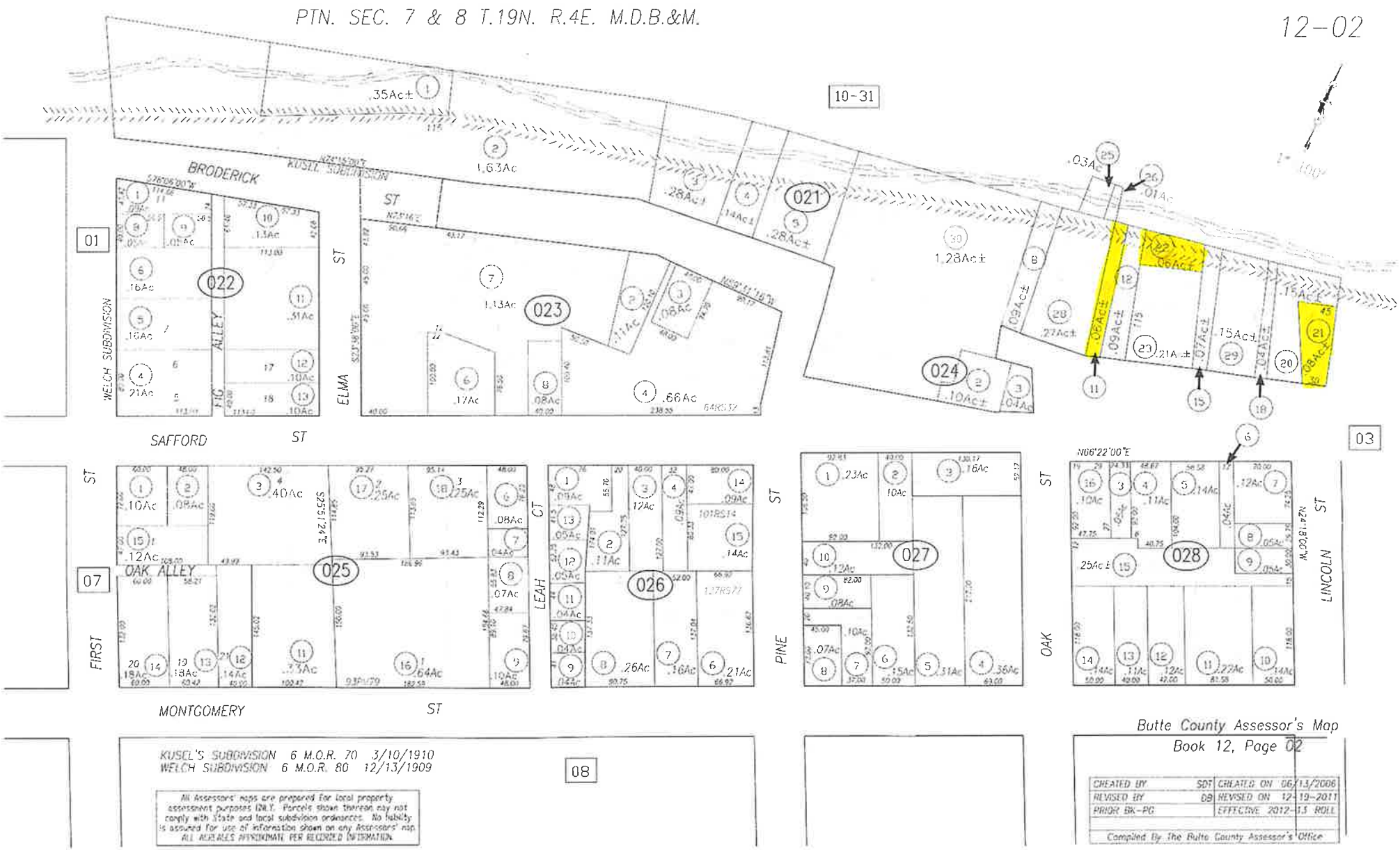


Butte County Assessor's Map
Book 33, Page 23

NOTE: These parcels are for assessment purposes only and may not constitute legal parcels.

CREATED BY	PS	CREATED ON 11-26-2001
REVISED BY	DB	REVISED ON 02-20-2004
		EFFECTIVE 2004-05 ROLL

Compiled By the Butte County Assessor's Office


PTN. SEC. 7 & 8 T.19N. R.4E. M.D.B.&M.
12-02
10-31
01
03
07
08
BRODERICK
ST
KUSEL SUBDIVISION
WELCH SUBDIVISION
ALLEY
ELMA
SAFFORD
ST
022
023
024
021
.35Ac±
1.63Ac
1.13Ac
.66Ac
1.28Ac±
.03Ac
.01Ac
.06Ac±
.09Ac±
.08Ac±
.07Ac±
.15Ac±
.04Ac±
.21Ac±
.27Ac±
.10Ac±
.28Ac±
.14Ac±
.26Ac±
.17Ac
.08Ac
.04Ac
.51Ac
.16Ac
.21Ac
.10Ac
.12Ac
OAK ALLEY
025
026
027
028
LEAH
CT
PINE
OAK
LINCOLN
FIRST
MONTGOMERY
.40Ac
.25Ac
.35Ac
.64Ac
.23Ac
.16Ac
.31Ac
.36Ac
.22Ac
.14Ac
.18Ac
.09Ac
.05Ac
.11Ac
.12Ac
.07Ac
.08Ac
.10Ac
.15Ac
25Ac ±
N06°22'00"E
N24°18'00"W
KUSEL'S SUBDIVISION 6 M.O.R. 70 3/10/1910
WELCH SUBDIVISION 6 M.O.R. 80 12/13/1909
All Assessors' maps are prepared for local property assessment purposes ONLY. Parcels shown thereon may not comply with State and local subdivision ordinances. No liability is assumed for use of information shown on any Assessors' map. ALL AGREALS APPROXIMATE PER RECORDED INFORMATION.
Butte County Assessor's Map
Book 12, Page 02
CREATED BY SDT
CREATED ON 06/13/2006
REVISED BY DB
REVISED ON 12-19-2011
PRIOR BK-PG
EFFECTIVE 2012-13 ROLL
Compiled By the Butte County Assessor's Office

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **MATT THOMPSON, P.E. ACTING CITY ENGINEER**

RE: **AWARD OF CONTRACT TO GHIRARDELLI ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES**

DATE: **JUNE 20, 2023**

SUMMARY

The Council may direct staff to enter a contract with Ghirardelli Associates for Construction Management services on the SR-162 Active Transportation Program (ATP) Pedestrian Safety and Mobility Improvement Project.

DISCUSSION

City Staff advertised a Request for Proposals (RFP) for Construction Management Services for the SR-162 ATP Pedestrian Safety and Mobility Improvement Project on March 20, 2023, and closed on May 5, 2023. The City received one proposal from Ghirardelli Associates, Inc at $913,191.30.

City Staff is proposing to enter a contract with Ghirardelli Associates for construction management services on the upcoming SR-162 ATP Pedestrian Safety and Mobility Project going to construction later this year. Included in this contract Ghirardelli Associates will oversee all construction administration, construction inspections, construction work grant management, and material testing. Ghirardelli Associates has served as a Construction Manager for the Table Mountain Boulevard Roundabout Project in 2016/2017.

Bidding for Construction for this project will begin late June. It was recommended by Bennett Engineering our project manager to have the construction manager on Contract before bidding closes for construction, so the construction manager can assist with awarding of the construction contract in accordance with Caltrans procedures.

FISCAL IMPACT

The funds in the amount of $392,000.00 will come from REAP 2.0 funds and be applied to Fund 107, and $521,191.30 from 1% Sales Tax Acct. No. 3002-6230, Fund 102, for a total amount of $913,191.30.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to enter in the Contract with Ghirardelli Associates, Inc. for Construction Management Services on the SR-162 Pedestrian Safety and Mobility Project.

ATTACHMENTS

Services Agreement

Ghirardelli Associates Proposal

SERVICES AGREEMENT (PROFESSIONAL SERVICES)

Construction Management Services

City Agreement No. *3461*

This Services Agreement (Professional Services) for Construction Management Services ("**Agreement**") by and between the City of Oroville, a California charter city ("**City**"), and **Ghirardelli Associates, Inc.** ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit "A," and generally including Construction management services.

B. On March 20, 2023, the City issued a request for proposals for Construction Management Services, and on May 5, 2023, the Consultant submitted a proposal demonstrating the Consultant's qualifications and experiences to provide such services.

C. NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **SCOPE OF SERVICES**.

1.1. Services. Consultant, acting in its capacity as an engineer, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A",** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, Brian Ring, City Administrator ("**City's Authorized Representative**").

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional services as the Services

required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's

rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2. Payment. The City will pay Consultant for Consultant'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 in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed **$913,191.30** without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.1. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. **AUTHORIZED REPRESENTATIVE** Consultant hereby assigns **Scott Olson, PE, QSD, Project Manager/ Resident Engineer** to serve as the Consultant's authorized representative ("Consultant's Authorized Representative"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

2.2. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

3. **NOTICES.** All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of:

(a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:

BRIAN RING, CITY ADMINISTRATOR
CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CA 95965
bring@cityoforoville.org

TO CONSULTANT:

SCOTT OLSON, PE, QSD, PROJECT MANAGER/RESIDENT ENGINEER
GHIRARDELLI ASSOCIATES, INC.
110 BLUE RAVINE RD. SUITE 150
FOLSOM, CA 95630
solson@ghirardelliassoc.com

4. **TERM**. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

5. **CITY'S RIGHT TO TERMINATE**. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

6. **DEFAULT AND DISPUTE RESOLUTION**

6.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably

necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

6.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

6.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

6.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

7. **INFORMATION AND RECORDS**.

7.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

7.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work

product.

7.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

7.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

7.5. Electronic Communications. Consultant will use reasonably good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8. **Copyrights/Patents**. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. **ACCIDENT REPORT**. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved.

9.2. Name and contact information of any witness.

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. **INDEMNIFICATION**. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. **INSURANCE**. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of $1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement, or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than $1,000,000 per accident, combined single limit.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Professional Liability. Professional liability insurance insuring against

Consultant's errors and omissions in performing the Services, with a policy limit of at least $1,000,000. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.5.2. The Consultant's insurance is primary, and no insurance held by the City will be called upon to contribute to a loss.

11.5.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non- payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.6.2. Any deductible or self-insured retention of $100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. **CONFLICTS OF INTEREST**. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. **COMPLIANCE WITH LAW.**

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state, and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not

limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. **GENERAL PROVISIONS.**

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. **SIGNATURES.**

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and

to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:

CITY OF OROVILLE, a California charter city.

By: _____

Brian Ring, City Administrator

CONSULTANT:

GHIRARDELLI ASSOCIATES, INC.

By: _____

Scott Olson, PE, QSD, Project Manager/Resident Engineer

ATTEST:

By: _____

Jackie Glover, Assistant City Clerk

By: _____

Date: _____ ("**Effective Date**")

APPROVED AS TO FORM:

Scott Huber, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1) SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

2) SCHEDULE OF PERFORMANCE.

a) REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning on,_____ 2023, and ending on _____, 2023. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

3) PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

a) Prevailing Wages. Consultant must comply with the prevailing wage requirements applicable in Butte County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at http://www.dir.ca.gov/DLSR. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to $200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.

b) Working Hours. Pursuant to Labor Code section 1810, eight hours of labor

constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of $25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

c) Payroll Records. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("**DIR**"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).

d) Apprentices. If the total compensation payable under this Agreement is $30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.

e) Compliance. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT "B"

COMPENSATION RATES AND CHARGES

1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

Name:	Position:	Hourly Rate: STD/OT/DT
Scott Olson, PE, QSD	Project Manager/Resident Engineer	$226.60
Jennifer Cutler	Assistant Resident Engineer	$119.57 / $144.57 / $169.57
Brad McKeehan	Construction Inspector	$201.70 / $221.21 / $259.47
Aaron Thomas	Construction Inspector	$172.41 / $208.46 / $244.51
Patrick Myers	Electrical Inspector	$184.70 / $223.32 / $261.94
David Eldridge	Scheduler	$262.26
Joseph Adame	Source Inspector	$155.44 / $187.94 / $220.44

AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for costs incurred to provide the Services only as follows and subject to the not- to-exceed limit in Section 2.1 of the Agreement:

Expense:	Reimbursement Rate:	Maximum Total:
Travel, Meals, Lodging for Source Inspections.	100%	$13,741.68
Crawford Associates, Inc. QC Testing.	100%	$92,160.00
2024 Labor Escalation (4%)	100%	$12,106.02









Construction Management Services for SR-162 ATP Pedestrian Safety and Mobility Improvement Project Federal Project Number: ATP CML 5142 (036)

Presented to: City of Oroville

Presented by: Ghirardelli Associates, Inc.

May 05, 2023

Ghirardelli ASSOCIATE



Title Page

Construction Management Services for SR-162 ATP Pedestrian Safety and Mobility Improvement Project
Federal Project Number: ATP CML 5142 (036)

Firm Information

Ghirardelli Associates, Inc.

DIR #: 1000012366
110 Blue Ravine Rd., Suite 150, Folsom, CA 95630
916-223-5591

Point of Contact

Scott Olson, PE, QSD, Project Manager/Resident Engineer
916-223-5591
solson@ghirardelliassoc.com

Contract Modifications

Ghirardelli would like to request the following contract modifications below. **Ghirardelli has no control of the contractors resources and weather. The City is covered under Section 10.**

1.2. Standard of Care. In performing the Services, Consultant will meet ~~**or exceed**~~ the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.7. Errors and Omissions. ~~**Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.**~~

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City of Oroville

ENGINEERING
1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2507 FAX (530) 538-2426
www.cityoforoville.org

March 3, 2023

Attention: All plan holders and perspective proposers for the project noted below.

Construction Management Services for SR-162 Pedestrian Mobility and Safety Improvement Project

Subject: **Addendum No. 1.**

1. The RFP closing date is being changed from **Friday, April 21st, 2023, 12:00 pm** to Friday**, May 5th, 2023, 12:00 pm.**

Matt Thompson, P.E,
Acting City Engineer

Attachments:

- Page 3-Add-1
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Addendum No. 1 is hereby incorporated into the bid documents. Please provide the name, title, signature, and date below and include with bid.

Proposer:

Randall Bruner, PE - President
Print Name & Title

04/13/2023
Signature & Date

7.1 Proposers Certification Form

REQUEST FOR PROPOSALS (RFP)

CONSTRUCTION MANAGEMENT SERVICES ON THE SR-162 ATP PEDESTRIAN MOBILITY AND SAFETY IMPROVEMENT PROJECT

PROPOSAL CERTIFICATION FORM

NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM WILL RENDER YOUR PROPOSAL INVALID.

Issue Date	March 20, 2023
Issuing Agent	City of Oroville
Proposal Due Date	~~April 21, 2023~~, May 5th, 2023, 12:00 PM City Hall
Proposals Directed To	Matt Thompson, PE, City Engineer
Number of Proposal Copies	Three (3) hard copies and one (1) electronic copy

In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. By signature hereto, the proponent certifies that all representations and certifications contained in its proposal are complete and accurate as required.

Name of Firm	Ghirardelli Associates, Inc.
Address of Firm	110 Blue Ravine Rd., Suite 150, Folsom, CA 95630
Contact Name	Randall Bruner, PE
Signature	
Title	President
Date	04/13/2023
Phone Number	408-930-3410
Alternate Phone Number	(optional) 916-223-5591
FAX Number	916-789-0105
Federal Employee ID Number	(if applicable) 94-3395064



South Side SR 162 - construct new curb, gutter, sidewalk, storm drain modifications, pedestrian hybrid beacon system at Spencer Avenue, and install conduit for future lighting.

7.2 Proposer's Background

An experienced and local team that will partner with you to strengthen the Oroville community.

Ghirardelli Associates, Inc. (Ghirardelli) is a full-service construction management firm founded in 1999 as a transportation engineering support service to agencies throughout California. Our company has provided construction management support services for over 24 years and employs over 175 professionals, including construction managers, resident engineers, civil / structure / electrical inspectors, office engineers, schedulers, claims analysts, permit specialists, and support personnel.

We have supported more than 250 public agencies by providing construction management for construction management for transportation infrastructure projects. We are well-suited for this role, having a history of delivering high-quality and responsive services that minimize local traffic impact, keep the community informed, satisfied, and complete projects on schedule and within budget. Our experience and relationships with both local agencies and Caltrans make us the ideal partner to complement your team. ***With Ghirardelli, we go beyond so that you can build with confidence.***

Ghirardelli has provided construction management services to local agencies, regional transportation agencies, and the State of California. Through our experience with public agencies, we have demonstrated our ability to comply with all the reporting requirements and to effectively manage projects that have included federal funding requirements. Additionally, our Project Manager, Resident Engineer, and inspection staff have in-depth experience managing projects in accordance with the Caltrans Local Assistance Procedure Manual, Chapters 15, 16, and 17, which will allow them to successfully administer the contract under the required funding and management guidelines.

Our executive management team stays involved with our project managers to verify that projects and operations are getting the support needed and delivering quality services to our clients. Ghirardelli cross-trains staff so they can play multiple roles with minimal guidance and supervision to create cost effective services. Our services and types of projects have included, but are not limited to the following:

Scope of Services:

- Constructability/Biddability Review
- Construction Management and Inspection
- Photo Documentation

Types of Projects:

- Complete Streets
- Road Diets
- Intersection Improvements/Signalization
- Roadway Reconstruction
- Sidewalks, Curb, Gutter, ADA Improvements
- Pedestrian/Bicycle Overcrossings
- Bridge and Grade Separations
- Pavement Rehabilitation
- Utility Relocation/Replacements

Our company has a proven track record of delivering exceptional project-specific services, which has earned us a loyal base of repeat clients. Our commitment to outstanding results is unwavering and one of the cornerstones of our success. We take pride in cultivating strong, personalized relationships with our clients, tailoring our services to meet their unique needs. At Ghirardelli, we have a team of seasoned experts who possess the knowledge and skills necessary to provide our clients with the highest quality of service. Our pursuit of excellence is evident in every project we undertake, and we strive to deliver results that leave our clients fully satisfied.

Experience Key Personnel

Project Manager/Resident Engineer **Scott Olson, PE, QSD,** has more than 30 years working in the construction industry which includes 19 years of experience managing and estimating public and private heavy civil projects. Scott will oversee this contract between Ghirardelli and the City. He is an experienced and resourceful professional with a proven track record of driving construction projects to successful completion while meeting project scope, budget, and schedules. He has experience managing projects, estimating, negotiating change orders, preparing RFI's and monthly pay estimates, scheduling work with property owners, developers, agencies, utilities, contractors, engineers, and consultants. Scott's recent experience includes the federally funded Riverfront Street Extension Project with the City of West Sacramento.

Scott has reviewed the RFP, project plans, available documents for this project, and the existing conditions of the project site. Scott is familiar with the project plans and the key challenges this project may encounter. His experience and research have provided him with valuable insight into the project's scope and the steps involved in achieving its success. Scott's background has given him the knowledge and skills to provide effective leadership and guidance throughout the entire life cycle of this project. Scott is committed to delivering unparalleled service and bringing innovation to this project by utilizing his knowledge and lessons learned.

Assistant Resident Engineer, **Jennifer Cutler, LSIT**, has 9 years of experience in the construction industry. Her experience includes roadway improvements, sidewalks, lighting, landscaping, utilities, wastewater facilities and pump stations. Additionally, she has performed field surveying, CAD layouts, scheduling, and project engineering. Jennifer has recent local experience, including Office Engineer for the federally funded West Sacramento's

Scott Olson, PE, QSD

30+ years of experience

$200M+ in projects managed



Key Strengths:

- **Demonstrated leader in managing large project teams from start to finish.**
- **Effective communicator and client relationship builder.**
- **Proactive problem solver with strong technical background.**

Riverfront Street Extension Project. Jennifer's land survey experience and training will help review and verify survey data and construction staking throughout this project.

Lead Inspector, **Brad McKeehan, ACI,** is an Oroville resident and has more than 27 years of experience in civil inspection and materials testing and inspection. His experience encompassed performing and preparing quality control plans for Caltrans QC / QA paving projects, and providing in-house training for field staff for accreditation to perform concrete testing, aggregate testing, and soils testing. Brad's recent project experience includes Caltrans District 3 as an Inspector and Materials Tester. **Brad is familiar working with the City, as he previously provided inspection services on the Table Mountain Boulevard Roundabout Project and the Traffic Signalization for Five-Legged Intersection Projects.** Brad understands the City's requirements and regulations, making him the ideal lead inspector for this project.

Electrical Inspector, **Patrick Myers** has more than 30 years experience in the construction industry. His career has focused on electrical infrastructure construction of all types including traffic signals, Intelligent Transportation Systems components and street lighting. Patricks recent project experience includes Caltrans District 10 as an electrical inspector. These Caltrans projects include new electrical vehicle charging stations, new primary transformers, metered main switch boards, and new water treatment facilities. Patrick was selected for this project due to his 30+ years experience as an electrical inspector, he is highly qualified and has an in-depth knowledge of Caltrans standards and regulations.

7.3.1 Relevant Experience

City of West Sacramento: Riverfront Street Extension Project

Ghirardelli is currently providing construction management services for a $6.8 million federally funded project for the City of West Sacramento. The project extends Riverfront Street as a two-lane roadway with sidewalks, lighting, and landscaping. The Riverfront Street roadway work includes excavating unsuitable material, installing sewer, storm, and water systems, a new joint trench, and constructing an infiltration system and joint plain concrete pavement roadway section.

The project also widens 5th Street to add Class IV bike lanes, sidewalks, ADA ramps, and street lighting. Other work along 5th Street includes the construction of a new joint trench and undergrounding of existing utilities, new sewer, water, storm drain systems, HMA roadway section, and modification of traffic signals.

This project includes heavy coordination with existing utility companies such as Kinder Morgan, PG&E, AT&T, and CCI to work around and relocate their facilities. The project is also within Caltrans R/W and under a cooperative agreement and double permit with Caltrans. Ghirardelli has successfully led the public outreach effort by setting up a phone line and email address to respond to the public's questions and concerns.



Additional Project Information

Project Cost: $6.8 Million
Dates: 8/21 - Ongoing
Staff: Scott Olson
Agency Contact:
Ryan Teves, PE - Senior Engineer
City of West Sacramento
1110 West Capital Ave., West Sacramento, CA 95691
916-519-2945, ryant@cityofwestsacramento.org

City of West Sacramento: Washington District Infrastructure Project

This $14.5 million project repaired infrastructure deficiencies. This project improved sidewalk accessibility, built bike lanes, and reevaluated several roadways to improve multi-modal traffic flow. Trees in the street canopy were preserved, and new ones were planted as part of the project. Water, sewer, and storm lines were upsized and replaced, and overhead utilities were placed underground where feasible. The project consisted of cold-planing pavement and placement of hot mix asphalt (HMA), slurry sealing, re-striping, installation of a multi-modal transit stop, installation of concrete ADA curb ramps, curb and gutter, sidewalks, drainage, water, sewer, and landscaping; modifying signals, and upgrading street lighting. The construction included installation of 3,462 LF of RCP drainage pipe, 5,300 LF of sewer line, 4,780 LF of water line, 630 LF of bore and jack pipe; and construction of 2,940 LF of curbing, 5,450 LF of curb and gutter, 6,210 SF of colored sidewalk and median, 35,660 SF of broom finish sidewalk, and 3,092 EA trees and scrubs.

Ghirardelli assisted in processing and reviewing progress payments for contractors and coordinated, reviewed, and assessed contract and extra work submittals. The team analyzed and recommended changes to submitted extra work invoices based on field verification and work product. Ghirardelli verified that all contract work was compliant with contract documents and prepared extra work estimates with details such as field verification, equipment use, and labor compliance data.

The project was awarded APWA Sacramento **2019 Project of the Year for Transportation.**



Additional Project Information

Project Cost: $14.5 Million
Dates: 11/17 - 04/19
Staff: Brad McKeehan
Agency Contact:
Ryan Teves, PE - Senior Engineer
City of West Sacramento
1110 West Capital Ave., West Sacramento, CA 95691
916-519-2945, ryant@cityofwestsacramento.org

Caltrans District 3: On-Call Task Orders (03A2437)

As part of the Caltrans District 3/North Region Division of Construction on-call contract for construction engineering, inspection, materials sampling and testing services, scheduling, and claims support services, Ghirardelli provided services on the following task orders:

03-2F3204 - HWY 20 Loma Rica-Shoulder Widening and Overlay: 6 miles of cold plane AC, place HMA, earthwork, culverts and retaining walls. Ghirardelli's tasks included preconstruction constructability review, day and night inspection for earthwork, AB, HMA, drainage systems including box culverts with wing walls, RSP, erosion control, striping, pavement marking, gate and mailbox relocation, right-of-way fencing, cable and chain link railings, SWPPP BMPs, traffic control, and punchlists.

03-1E760 - Remove Median Lanes and Install: This project updated ADA ramps and sidewalks, removed the existing median islands and installed left hand turn lane and modified existing signals accordingly. Ghirardelli oversaw the demolition of sidewalks, roadway and median islands, maintaining existing facilities, subgrade AB and HMA including grade checking, stamped and colored concrete sidewalk, driveway, and ADA ramps including acceptance for ADA standards, temporary pedestrian facilities, traffic control, sign installation, and electrical lighting and signal modification.

03-2F0803 - Upgrade sidewalks, signs and signals, curbs, and ramps to ADA standards: This project near Marysville upgraded sidewalks, driveways, signs and signals, curbs, and ramps to ADA standards. Ghirardelli oversaw the demolition of sidewalks, ADA ramps, curbs, gutters, and driveways, preservation of existing facilities, inspection, and grade checking of subgrade AB and HMA, new concrete, driveways, sidewalks, ADA ramps, curbs and gutters including stamped colored concrete, and acceptance for ADA standards. Ghirardelli also provided electrical signals and lighting inspection as needed and inspection of sign removal and new installations, pavement markings, traffic control, temp pedestrian facilities and detours, and maintaining punchlists.

Additional Project Information

Project Cost: $20+ Million
Dates: 05/17 - 11/20
Staff: Aaron Thomas, Patrick Myers
Agency Contact:
Garrett Griffith - Resident Engineer
Caltrans District 3
703 B Street, Marysville, CA 95901
530-713-7864, garrett.griffith@dot.ca.gov

City of Citrus Heights: Mariposa Avenue Safe Routes to School - Phase 3

$1.6 million federally funded, Mariposa Avenue Safe Route to School Phase 3 project continued the larger vision of continuous pedestrian/bicycle infrastructure between Greenback Lane and Madison Avenue, linking Skycrest Elementary School and San Juan High School to each other and the neighborhoods to the east. The project completed the bicycle/pedestrian facility for nearly one-mile segment between a high school and elementary school and included new curb, gutter, sidewalk, bike lanes, and ADA curb access ramps on the east side of Mariposa between Northridge and Eastgate, and added eight LED streetlights. The project included saw-cut and removal of existing asphalt concrete, new concrete and asphalt driveways, MSE and Type 6B retaining walls, storm drainage improvements, Citrus Heights Water District improvements, removal and replacement of roadway structural section, cold plane asphalt concrete, microsurfacing, traffic striping, signs, and landscaping.

One of the most affected properties on this project was a home that operated an in-home daycare. Per the project plans, this property had two driveways to be reconstructed, and extensive change order work was done that impacted ingress/egress. Ghirardelli reviewed these changes with the owner prior to construction. We helped formulate a plan that would not impact access for patrons dropping off/picking up their young children during construction. Additionally, Ghirardelli worked with the contractor to adjust working hours to accommodate their business and the concerns around access and noise. Ghirardelli checked in with the owner daily to review the day's work and adjust the approach where needed.



Additional Project Information

Project Cost: $1.6 Million
Dates: 5/19 - 2/20
Agency Contact:
Leslie Blomquist - City Engineer
City of Citrus Heights
6360 Fountain Square Drive, Citrus Heights, CA 95621
916-727-4770, lblomquist@citrusheights.net

City of Oroville: Table Mountain Boulevard Roundabout Project

This $1.3 million project constructed a new roundabout and intersection improvements at Table Mountain Boulevard/Nelson Ave/Cherokee Road to include a 90-foot diameter landscaped and irrigated center island with truck apron, 13 new street lights and associated underground conduit, 4 new splitter islands and crosswalks, 3,000 linear feet of new CGS and 7 pedestrian ramps. Work also included removal of existing curb, gutter, sidewalk, and roadway, installation of new and re-located/re-installed street signs, thermoplastic striping and markings, combination electric pedestal and irrigation controller and PG&E service drop, storm drain, water main, and sewer main improvements and construction of new roadway structural section consisting of approximately 44,000 square feet of HMA paving.

Ghirardelli provided construction management services. Our responsibilities included providing construction inspection services, reviewing and facilitating submittals and shop drawings. Our team also reviewed, responded and facilitated responses to request for information (RFI), reviewed contractor's monthly payment request, reviewed certified payroll from contractor, as well as reviewed, negotiated and wrote contract change orders.



Additional Project Information

Project Cost: $1.30 Million
Dates: 09/16 - 03/17
Staff: Brad McKeehan
Agency Contact:
Don Rust - Former Public Works Director
City of Oroville
1735 Montgomery Street, Oroville, CA 95965
530-353-9996, drust@countyofglenn.net

City of Oroville: Traffic Signalization for Five-Legged Intersection & Safe Routes to Schools Project

Traffic Signalization for Five-Legged Intersection: Orange Avenue, Acacia Avenue, and Oro Dam East: This $650,000 project consisted of signalizing an intersection of five legs of traffic. In addition to the traffic signal, there were underground drainage improvements. All pedestrian ramps and sidewalks were replaced to current ADA standards. Brad McKeehan was the Construction Inspector for this project. He reviewed and approved all traffic handling plans and he monitored traffic control during construction.

Safe Routes to Schools Project: This $600,000 project consisted of infilling new sidewalks, curbs, gutters, drive approaches and pedestrian ramps along the east bound side of Oro Dam Blvd East from SR162 to Acacia Ave. The project also has several new underground drainage improvements. Brad McKeehan was the Construction Inspector for this project. He reviewed and approved all traffic handling plans and he monitored traffic control during construction.

Additional Project Information

Project Cost: $650,000+
Dates: 9/15 - 2/16
Staff: Brad McKeehan
Agency Contact:
Don Rust - Former Public Works Director
City of Oroville
1735 Montgomery Street, Oroville, CA 95965
530-353-9996, drust@countyofglenn.net

7.3.2 Relevant Education

The matrix below summarizes our team's education, certifications, and training required to perform services, including licensing requirements.

Personnel	Relevant Education/Certifications/Trainings
Scott Olson, PE, QSD Project Manager/Resident Engineer	• B.S., Civil Engineering, San Jose State University, San Jose, CA • CA, Professional Civil Engineer, #86037 • CA, Qualified SWPPP Developer, #86037 • 40 Hour Hazwoper Certification • First Aid Certified • Defensive Driver Training
Jennifer Cutler, LSIT Assistant Resident Engineer	• B.S., Construction Engineering, California State Polytechnic University, Pomona, CA • California Registered Land Surveyor in Training • First Aid Certified • Defensive Driver Training
Brad McKeehan, ACI, ICC Civil Inspector	• Wilrick Institute of Technology, North Highlands, CA • International Code Council: Reinforced Concrete Certificate No. 877644-88, Structural Masonry Certificate No. 877644-84, Structural Steel and Welding Certificate, No. 877644-85 • ACI Field Testing Technician - Grade 1 • CPN Nuclear Density Gauge Certification • CPN Radiation Safety Officer Certification • First Aid Certified • Defensive Driver Training
Aaron Thomas, ACI, PCI III Civil Inspector	• B.S., Geology, California State University, Sacramento • SWPPP Developer/ Practitioner Training Course • ACI Field Testing Technician - Grade 1, #00098177 • PCI Quality Control Personnel Certified Tech Level III, #14807 • Annual Refresher Training for Portable Nuclear Gauges Cert #15791-165-048-0501 • Nuclear Gauge Operator Training Certificate No. 94954 • First Aid Certified • Defensive Driver Training
Patrick Myers Electrical Inspector	• High School Diploma • First Aid Certified • Defensive Driver Training
David Eldridge Scheduler	• B.S. Political Science, Oregon State University, Corvallis, OR • Advanced Engineering Studies, CSU San Jose, San Jose, CA • Defensive Driver Training
Joseph Adame, CWI, ACI, NACE II Source Inspector	• AWS Certified Welding Inspector, # 00050741 • NACE Coating Inspector Level 2 Certified, #78734 • ACI Field Testing Technician - Grade 1, #02138579 • First Aid Certified • Defensive Driver Training



Olive Highway - Construct new curb, gutter, sidewalk, headwall, retaining wall, storm drain modification, signal modifications, and crosswalk markings.

7.3.3 Responsiveness to Project Requirements

Ghirardelli is well-suited for this role, offering expertise in delivering high-quality and responsive services that minimize local traffic impact, keep the community informed and satisfied, and complete projects on schedule and within budget. Our expertise, experience, and relationships with your agency and Caltrans make us the ideal partner to complement your team. The success of our projects is due to our willingness, flexibility, responsiveness, problem-solving skills, safety-oriented culture, and accuracy in project reporting.

Our team has been selected for their expertise and ability to effectively meet your project's goals, including roadway inspection, electrical inspection, traffic management, stakeholder engagement, source inspection, quality assurance, material testing, labor compliance interviews, monitor best management practices, and managing the cost and schedule of the project. **Additionally, every team member has a proven track record of completing quality construction projects on time, within budget, and per the safety standards.** We commit to providing regular and comprehensive progress updates to keep stakeholders informed and make informed decisions.

For instance, our Project Manager, Scott, will provide an initial kick-off meeting with a project timeline, followed by regular check-in meetings and weekly reports to ensure timely updates and progress tracking. Our team will also anticipate potential issues and quickly develop strategies to mitigate them.

Our staff is experienced in working in this project area, specifically with the City on the Table Mountain Boulevard Roundabout Project, Traffic Signalization for Five-Legged Intersection: Orange Avenue, Acacia Avenue, and Oro Dam East and Safe Routes to Schools Project. We have managed construction activities that resulted in projects finishing on time, within budget, and with minimal traffic impacts.

Scott has identified three challenges for this project which include: utilities conflicting with improvements, working around live utilities, and maintaining safe access to businesses. These issues will need to be addressed to be sure that the project runs smoothly and meets the desired time frame and budget. Other critical issues for the City include traffic control, and coordination with local businesses affected by construction operations. Ghirardelli will coordinate with the City to minimize traffic impacts and work activity schedules. Traffic control plans will be as per the CAMUTCD and Caltrans requirements and will be monitored onsite daily. We will verify that the public is properly notified before the start of work. Coordination with the contractor, designer, utility companies, and the City will be maintained throughout the project. We will confirm that the project schedule provides proper sequencing. We will look ahead to any potential utility conflicts before work is performed to keep the project on schedule.

As the City's consultant, we understand that our role is to support the City on this project within a defined scope, allocated budget, and scheduled time that meets and, if possible, exceeds stakeholders' expectations and requirements. Our team will effectively and efficiently perform contract administration, and project management activities; and keep the City and stakeholders informed about the projects' progress status.



Location of new curb, gutter, sidewalk, and headwall on Olive Highway. Potential conflict with existing gas.

7.3.4 Affirmative Action

Ghirardelli is an equal opportunity employer. Ghirardelli is committed to providing a work environment free of harassment, discrimination, retaliation and disrespectful or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. In addition, Ghirardelli prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

At Ghirardelli, we value all our associates and job candidates as unique individuals, and we welcome the variety of experiences they bring to our company. As such, we have a strict non-discrimination policy. We believe everyone should be treated equally regardless of race, sex, gender identification, sexual orientation, national origin, native language, religion, age, disability, marital status, citizenship, genetic information, pregnancy, or any other characteristic protected by law. Every associate has the right to work in a professional environment where their knowledge, skills, and abilities are the critical factors in their success. Ghirardelli expects all associates to maintain standards of propriety, promote equal opportunity, treat everyone professionally, and act without bias. An associate with a disability who can perform the core functions of the jobs, with or without reasonable accommodation, is entitled to the same protection and respect as other associates. We encourage all associates and candidates to discuss with us any request for a reasonable accommodation. Ghirardelli is committed to engaging in the interactive process to provide a fair and equal opportunity to work in a safe environment to maintain the best quality and work-life balance for everyone.

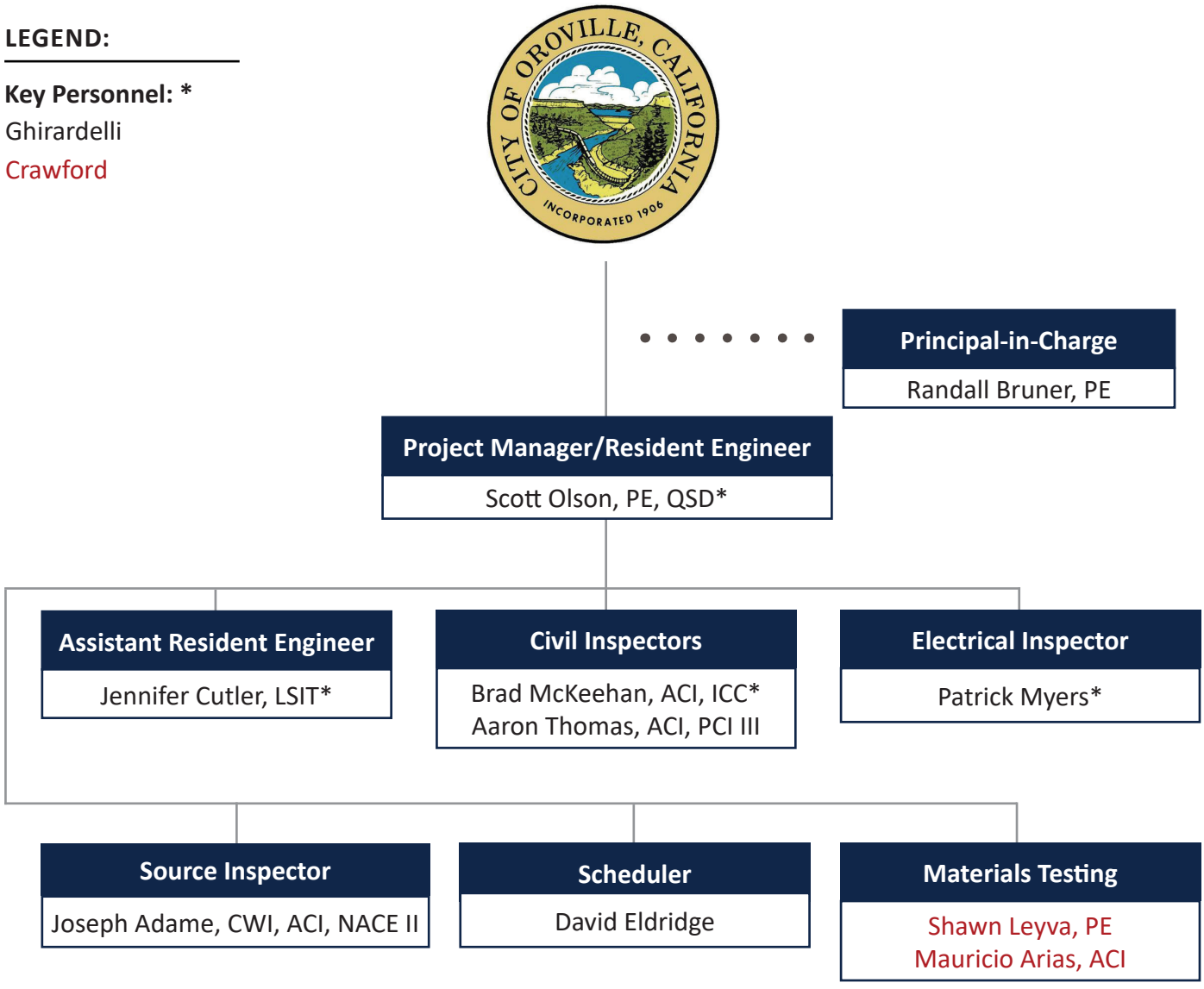
7.4 Project Personnel and Availability

Organizational Chart

We have selected a team based on experience and availability; a team that is committed to the successful completion of your project. The organization chart below shows our team's structure and defines the relationships.

LEGEND:

Key Personnel: *
Ghirardelli
Crawford



Scott Olson, PE, QSD



Project Manager/ Resident Engineer

Education:
B.S., Civil Engineering, California State University, San Jose

Registration:
Civil Engineer CA No.86037
QSD/P No. 86037

Years Experience: 30+
Tenure W/ GA: 1

Availability: 75%

Summary:

Scott has over 30 years experience in the construction industry which includes 19 years of construction management and estimating for public and private heavy civil projects as well as working for public agencies. He is a resourceful and detail oriented professional with hands-on experience driving the success of construction projects while defining and meeting project scope, budget, timeline, and achieving consistently high levels of productivity. He is skilled in project management, estimating, negotiating change order costs, RFI's, monthly pay estimates, CPM schedules, coordinating work with property owners, developers, agencies, contractors, engineers, consultants, and the public.

Relevant Project Experience:

City of West Sacramento: Riverfront Street Extension Project

Assistant Resident Engineer | This $6.8M Federally Funded project will extend Riverfront Street by about 0.15 miles as a two-lane roadway with sidewalks, lighting, and landscaping from its terminus just south of Mill Street, underneath the Hwy 50 Pioneer Bridge, and terminate with a cul-de-sac. Riverfront roadway work will include excavation of unsuitable material, installation of wet utilities and an infiltration system, and construction of a Joint Plain Concrete Pavement (JPCP) roadway section. Scott oversees the construction on this project and coordinates all of the utility relocations with each utility company to meet the project schedule.

Nevada County: High Friction Surface Treatment Project

Resident Engineer | Ghirardelli has provided resident engineering and inspection services for Nevada County 2022 High Friction Surface Treatment (HFST) Project. This project includes removal and repair of failed roadway structural section, crack treatment, high friction surface treatment, stripe, and markers. This high friction surface treatment involves the application of a two-part exothermic multicomponent resin binder which holds the calcined bauxite aggregate topping firmly in place in order to increase pavement friction at existing roadway curves which are potentially high crash areas. HFST reduce crashes, injuries, and fatalities associated with friction demand issues, such as a reduction in pavement friction during wet conditions, and/or a high friction demand due to vehicle speed and/or roadway geometrics. Scott oversaw the construction for the project and confirmed all construction documentation was completed in accordance with the contract requirements.

Goodfellow Bros

Estimator | Scott provided accurate, timely and comprehensive bids for public, private improvement projects with average contracts of $2 million. He identified design flaws during bid time, alleviating constructability issues and providing best value solutions. He facilitated estimating efforts using HCSS Heavy Bid and Bluebeam Revu. He thoroughly evaluated bid documents, (plans, specifications, soils reports, and related documents), determining scope, and breadth of work. He would oversee and evaluate the quantity take-offs for pursuits, highlighting important details such as site access, phasing, production constraints, and their implications to the development of a profitable cost estimate for the pursuit. He negotiated with vendors, analyzed alternative solutions and construction methods to increase bid competitiveness. Scott conveyed estimate/bid with sound logic in bid review/closing to ensure accuracy and evaluate project feasibility. Scott executed technical support in construction planning, quality control, interpretation of design, application of construction methods, resolution and documentation of design conflicts, and constructability reviews. He partnered with owners, agencies, subcontractors, inspectors, and work teams in resolving problems to ensure customer service through

quality, safety, and project sequencing. He prepared bid schedules and sequenced work using MS Project. Scott was responsible for estimator training rotation and for mentoring trainees. He contributed to the success of the projects by providing ongoing support during the construction phase, including estimate interpretation, problem resolution, active involvement in the change order process, and guidance to field staff for overall account management.

Western Engineering Contractors

Estimator & Project Manager | Scott provided accurate, timely and comprehensive bids for public and private sector improvement projects with average contracts of $1.9 million. He identified design flaws during bid time, alleviating constructability issues and providing best value solutions. He facilitated estimating efforts using Sharp and Bluebeam Revu. He thoroughly evaluated bid documents, (plans, specifications, soils reports, and related documents), determining scope, and breadth of work. He would oversee and evaluate the quantity take-offs for pursuits, highlighting important details such as site access, phasing, production constraints, and their implications to the development of a profitable cost estimate for the pursuit. He negotiated with vendors, analyzed alternative solutions and construction methods to increase bid competitiveness. He developed relationships with developers and agencies and solicit subcontractors to ensure that proposals are received. He reviewed budgets and project profitability status and goals. Scott prepared cost analysis by recapitulating material, labor, equipment, subcontractor, and overhead costs incurred in the installation of items. He developed cost estimates for changes in work and construction phases. Scott prepared bid schedules and sequenced work using MS Project and participated in onsite meetings with clients, owners, staff, and subcontractors.

Teichert Construction

Project Manager | Scott managed heavy civil public works projects, private subdivision projects, and site projects with average contracts of $8 million. He executed technical support in construction planning, quality control, interpretation of design, application of construction methods, resolution and documentation of design conflicts, and constructability reviews. Scott identified design flaws in ongoing projects, alleviating constructability issues and providing best value solutions. He partnered with owners, agencies, subcontractors, inspectors, and work teams in resolving problems to ensure customer service through quality, safety, and project sequencing. He formulated construction drawings/ calculations to support and facilitate construction work, load determinations, innovative plans, and changing work conditions. He managed project budgets, schedules using Primavera P6, project costs estimating, craft employees, and traffic control. Scott prepared traffic control plans, storm water pollution prevention plans (SWPPP), and attended storm water professional development trainings. He organized and disseminated required documentation records including status reports, punch lists, as-builts, and material requirement calculations.

City of Auburn

Assistant Civil Engineer | Scott administered design and construction projects, coordinated and reviewed the work of consultants, reviewed and recommended payments and billing for contracted services related to assigned projects, and negotiated pricing and schedules as necessary on Capital Improvement Projects. He reviewed contractor budgets, schedules, prepared technical reports, project cost estimating, reviewed bid packages, submittals, invoices, RFI's and change orders. Scott reviewed plans for public works projects, subdivision plans, commercial projects, grading plans, and storm water pollution control plans for compliance of relevant codes, standards, ordinances, and regulations. He conducted meetings with professional engineers, developers, and contractors.

Jennifer Cutler, LSIT



Assistant Resident Engineer

Education:
B.S., Construction Engineering, Cal Poly Pomona

Registration:
Land Surveyor in Training

Years Experience: 9
Tenure W/ GA: 1

Availability: 100%

Summary:

Jennifer is an exceptional engineer who possesses a keen eye for detail and unwavering self-motivation, which are both critical traits for successful project management. Her expertise in coordinating and managing construction-related activities is well-documented, and she has a proven track record of delivering high-quality results. As a Registered California LSIT with over seven years of experience in the construction industry, Jennifer is well-versed in the best practices and industry standards. Her exceptional communication skills enable her to effectively interact and collaborate with individuals from diverse backgrounds and all levels of the organization, making her an ideal candidate for any project.

Relevant Project Experience:

City of West Sacramento: Riverfront Street Extension Project

Office Engineer | This $6.8M Federally Funded project will extend Riverfront Street by about 0.15 miles as a two-lane roadway with sidewalks, lighting, and landscaping from its terminus just south of Mill Street, underneath the Hwy 50 Pioneer Bridge, and terminate with a cul-de-sac. Riverfront roadway work will include excavation of unsuitable material, installation of wet utilities and an infiltration system, and construction of a Joint Plain Concrete Pavement (JPCP) roadway section. Jennifer performs submittal review, RFI support, photo documentation, change order preparation, review of contract item pay quantities, and maintains the project construction records.

County of San Francisco: SFPUC Southeast Plant Headworks Replacement Project

Project Engineer/Assistant Project Manager | This structural specific contract constructed a new headworks facility in order to update to current seismic standards. The project was subsequently modified to add a new lift station and associated pipelines. The modified project would consist of the following components (1) modifications to the Bruce Flynn Pump Station to enhance reliability in wet weather; (2) demolition of the existing headworks facility and influent control structure; and (3) construction of a new 250-mgd headworks with an odor control facility; (4) demolition of the building at 398 Quint Street; and (5) construction of a new Southeast Lift Station and associated piping. Jennifer provided field surveying and layout, managed subcontractors, managed BIM drafting with CAD programs, scheduled and coordinated daily activities with field personnel, and built and facilitated a training program for new engineers.

City of San Jose: San Jose-Santa Clara RWF Digester and Thickener Upgrades

Project Engineer/Assistant Project Manager | This project scope consisted of the anaerobic digestion process conversion and replacement of aging yard piping and relocation of hazardous gas piping to an elevated pipe rack system. The project was upgraded to meet seismic design requirements and AWWA D115 Standards. Over 50 miles of 0.6” post-tensioning strand were applied to the four digesters. Jennifer provided field surveying and layout, managed subcontractors, managed BIM drafting with CAD programs, scheduled and coordinated daily activities with field personnel, and built and facilitated a training program for new engineers.

Fallbrook Public Utility District: Fallbrook Water Reclamation Facility Upgrades

Project Engineer/Assistant Project Manager | This project consisted of the rehabilitation of an existing wastewater treatment facility to increase processing capacity and allow for storage of recycled water. Jennifer provided field surveying and layout, managed subcontractors, managed BIM drafting with CAD programs, scheduled and coordinated daily activities with field personnel, and built and facilitated a training program for new engineers.

Brad McKeehan, ACI, ICC



Construction Inspector

Education:
Wilrick Institute of Technology, North Highlands, CA

Certifications:
American Concrete Institute Field Testing Technician - Grade 1

Years Experience: 27
Tenure W/ GA: 7

Availability: 100%

Summary:

Brad is an Oroville resident and has more than 27 years of experience in materials testing and inspection, including working with the City on various roundabout and safe routes to school projects. He has significant experience as a project manager, estimator, senior engineering technician, radiation safety officer and special inspector. His experience encompassed performing and preparing quality control plans for Caltrans QC / QA paving projects to provide in-house training for field staff for accreditation to perform concrete testing, aggregate testing and soils testing. Brad is certified through the ICC to provide special inspection in the areas of reinforced concrete, structural masonry, high-strength bolting and structural steel welding. Additionally, he has extensive inspector and SWPPP subdivision experience in Lincoln, Arbuckle and Oroville.

Relevant Project Experience:

City of Oroville: Table Mountain Blvd. Roundabout Project

Construction Inspector | The project constructed new roundabout improvement at intersection of Table Mountain Blvd/Nelson Ave/Cherokee Rd to include a 90-foot diameter landscaped and irrigated center island with truck apron, 13 new street lights and associated underground conduit, 4 new splitter island and crosswalks, 3,000 linear feet of new curb, gutter, and sidewalks, and 7 pedestrian ramps. Work included removal of existing curb, gutter, sidewalk, and roadway, installation of new and re-located/re-installed street signs, thermoplastic striping and markings, combination electric pedestal and irrigation controller and PG&E service drop, storm drain, water main, and sewer main improvements and construction of new roadway structural section consisting of approximately 44,000 square feet of hot mix asphalt (HMA) paving.

City of Oroville: Traffic Signalization for Five-Legged Intersection: Orange Avenue, Acacia Avenue, and Oro Dam East

Construction Inspector | The project consisted of signalizing an intersection of five legs of traffic. In addition to the traffic signal, there were underground drainage improvements. All pedestrian ramps and sidewalks were replaced to current ADA standards. Brad was the Construction Inspector for the project. He reviewed and approved all traffic handling plans. He monitored traffic control during construction.

City of Oroville: Safe Routes to Schools

Construction Inspector | The project consisted of infilling new sidewalks, curbs, gutters, drive approaches and pedestrian ramps along the east bound side of Oro Dam Blvd East from SR162 to Acacia Ave. The project also has several new underground drainage improvements.

Caltrans District 3: On-Call Task Orders (03A2437)

Construction Inspector | As part of the Caltrans District 3/ North Region Division of Construction on-call contract for Construction Engineering, Construction Inspection, and Construction Materials Sampling and Testing Services, Scheduling, and Claims Support Services, Brad has performed on the following task orders:

- 03-0F3703, Lower Roadway profile to improve in Glenn Co. near Orland at various locations from Co. Road 16 overcrossing to Co. Road 3 overcrossing. 9/16
- 03-0F6903, Replace Bridge about 9.5 miles east of Oroville at Flag Canyon Creek Bridge. 9/16 to 10/16
- 03-1F4203, Shoulder widening on structure near Chico at the Rock Creek Bridge. 5/17; and 6/18
- 03-1F9903, ADA compliance curb ramps, signal, in Butte Co. near Chico from Poplar Street to SR-99/32. 9/16 to 10/16; and 5/17
- 03-2F3303, repair failed culverts in Nevada County on

Route 49 approximately 0.6 miles south of North Yuba River Bridge. 9/16

- 03-4F0603, HMA overlay in Glenn Co. from Colusa Co. line to Co. Road 28. 5/17 to 7/17
- 03-0G1103, Replace AC surfacing near Sattley, CA from the west junction of Route 49 to Plumas Co. line. 9/16 to 10/16
- 03-0G3603, Rubberized hot mix asphalt (gap in Butte Co. in and near Oroville from Lower Wyandotte Road to Saddle Drive. 9/16 to 10/16
- 03-0G4703, Cold in-place recycling in Colusa Co. about 4.4 miles north of Colusa from Maxwell Road to 0.5 mile north of Packer Road. 9/16
- 03-1E7603, Remove median lanes and install in Marysville on Route 20 from I Street to F Street and on Route 70 from 4th Street to 5th Street. 11/17
- 03-1F9703, Add/upgrade traffic operation (TOS) in Butte and Sutter Counties on Route 99 at various locations. 10/17 to 11/17

Caltrans District 3: Materials Testing Services

Materials Tester | Brad is coordinating materials testing between three field offices under the D3 contract. He is managing the materials testing lab for CT, and coordinating all things materials testing between Yuba City and Chico field construction offices.

Caltrans District 3: Butte Creek Bridge Replacement Project

Assistant Resident Engineer | The project consisted of removing and replacing the northbound bridge, installing a temporary bridge during construction of the new bridge, and required several traffic handling stages to safely convey the traveling public. Brad performed construction inspection on new roadway construction, and monitored traffic control and all in stream construction activities. He supported the Resident Engineer by preparing quantities for monthly pay estimates, performed weekly SWPPP inspections, and served as the Project Safety Coordinator.

Caltrans District 3: SR99 Chico Auxiliary Lane Project

Assistant Resident Engineer | The project consisted of the addition of north bound and south bound auxiliary lanes on SR99 from SR32 to East 1st Ave. Retrofit and widening of the Bidwell Park viaduct as well as the bridge over Palmetto Ave. The project also had sound walls on both the north and south bound sides of SR99.

Caltrans District 3: SR-20 Rubberized HMA Surfacing

Assistant Resident Engineer / Material Tester | The project consisted of cold plane AC, and placement of RHMA-G, RHMA-0 surfacing, metal beam guard rail construction and electrical work. Brad performed construction inspection and materials testing for a rubberized HMA project.

City of West Sacramento: Main Drain Pump Station

Construction Inspector | The project consisted of the reconstruction of a drainage pump station for the Main Drain Pump Station. Located at the engineered end of the City's drainage collection system, it vacates water and storm runoff from City roadways to the region's Deep Water Ship Channel. Brad performed construction inspections as well as special inspections on the reinforced concrete, structural masonry, structural steel, earthwork and paving observations, welding inspections on the 54" outfall piping.

Patrick Myers



Electrical Inspector

Years Experience: 30+
Tenure W/ GA: 7

Availability: 75%

Summary:

Patrick has over 30 years of experience in the construction industry. His career has been focused on electrical infrastructure construction of all types including traffic signals, ITS components and street lighting. Patrick has a strong understanding of all aspects of roadway and electrical construction, from joint trench through project completion. His knowledge of the Caltrans Standards is excellent, and he has extensive experience with local agency standards and specifications as well.

Relevant Project Experience:

Caltrans District 10: Various Caltrans Projects Contract #06A2435

Assistant Resident Engineer / Electrical Inspector | Patrick's duties include acting as a Lead Electrical Inspector, Assistant Resident Engineer, assisting other electrical inspectors, and coordinating with the designers. He assists in plan reviews, and perform submittals reviews for contract compliance for the following task orders:

- 10-1G7213 - This project included installation of new electrical vehicle charging stations (EVCS) in San Joaquin County at Route 99, Lodi Park and Ride and north and south bound Erreca Route 5 rest stops in Merced County. These locations included new primary transformers and metered main switch boards, coordinating with PG&E, and Lodi Electric. The Merced County project was the first of three project phases for reconstruction of rest areas. Patrick worked closely with the design teams, providing up to date as-builts drawings, coordinating equipment locations and conduit installations to be incorporated in the following project phases.
- 10-1G7223 - This project included installation of new electrical vehicle charging stations (EVCS) in Westley Rest Area north and south bound in Stanislaus County. These locations included new primary transformers, metered main switch boards, and coordination with PG&E. Patrick worked closely with the design teams, providing up to date as-builts drawings, coordinating equipment locations and conduit installations to be incorporated in the following project phases. Patrick also consulted with design teams for the upcoming rest area reconstruction bid plans.
- 10-0W6204 - Patrick worked closely with the design team in Sacramento, assisting with submittal approvals, factory acceptance testing, site acceptance testing, equipment startup and commissioning. He acted as assistant resident engineer assisting with electrical and water maintenance departments for final acceptance of project. This project included building a new water treatment facility for the Erreca Rest Area, and is under the Building Codes Sec 99.

City of Folsom: East Bidwell Improvement Project

Electrical Inspector | This .9-mile roadway improvement project widened East Bidwell Street to the north between Power Center Drive and Oak Avenue Parkway providing three thru-lanes and a class II bike lane. The project included pavement rehabilitation, installation of new street lighting and new irrigation. Responsible for inspection, daily reports, coordination with materials tester, verification of materials and quantity reports.

City of West Sacramento: Storm Drain System

Civil and Electrical Inspector | This project around Raley Field had a first of its kind storm drainage system using 4' of drain rock under the sidewalk, resulting in creative solutions conduits and foundations for all new traffic signals and street lighting. This project included a new sewer lift station with extensive grounding and testing requirements and MCC installations.

Contra Costa Transportation Authority: I-80/Central Avenue Operational Improvements Project Phase I

Electrical Inspector | This project improves the traffic operations at the I-80/Central Avenue interchange and along Central Avenue between Rydin Road and San Pablo Avenue. The project will be completed in two phases. This phase redirects left turns from westbound Central Avenue

onto I-80 WB to the adjacent I-580 eastbound on-ramp at Rydin Road during weekend peak hours; and installs traffic signals at the I-580 ramps. Oversaw traffic signal installation, BMS signs, ramp metering, safety lighting.

Caltrans District 10: New Traffic Signal at Route 26

Construction Inspector | Performed and assisted in performing the duties of a Construction Inspector, including, but not limited to, construction inspection, quantity calculations, checking grade and alignment, materials control, safeguarding, and assuring compliance with project plans and specifications. Identified actual and potential problems associated with the construction project and recommending sound engineering solutions. Maintained an awareness of safety and health requirements and assuring compliance with applicable regulations and construction contract provisions for the protection of the public and construction project personnel. Prepared, records, reports, and correspondence related to construction project activities. Assisted in the preparation of final As-Built plans at the completion of construction. Assisted in all aspects of required office construction engineering work including setting up and maintaining project files, processing required documents and progress payments, as necessary. Performed the Electrical inspection and compliance monitoring of projects. Verified compliance with safety procedures. Participated in safety (tailgate) meetings. Maintained standards and consistency while minimizing the impact on project schedule and cost.

Caltrans District 10: Route 99 Traffic Signals, Ramp and Overcrossing Lighting

Assistant Electrical Inspector | Patrick was originally assigned to inspect this project for a one-month period, while the Caltrans inspector was on vacation. He was in charge of underground and top out electrical work for new traffic signals, ramp metering, ramp and overcrossing lighting. He remained on this project through the startup of all new signals and lighting, coordinating punch list with maintenance and followed thru completion of all punch list items with contractor.

City of Roseville: Pleasant Grove/Westbrook/ Westpark Traffic Signal and Street Lighting

Project Manager and Electrical Superintendent | This project included a new intersection on an existing roadway, built to the City of Roseville's standard specifications. Traffic signal and interconnect conduit infrastructure was installed at three locations for future intersections. Street lighting installation was built in accordance with Roseville Electric specifications.

Caltrans District 10: Route 132 Lighting and CCTV Elements

Inspector | This project included new Lighting, Fiber conduits, vaults, CCTV, and CMS elements. Performed and assisted in performing the duties of a Construction Inspector, including, but not limited to, construction inspection, quantity calculations, checking grade and alignment, materials control, safeguarding, and assuring compliance with project plans and specifications. Identified actual and potential problems associated with the construction project and recommending sound engineering solutions. Maintained an awareness of safety and health requirements and assuring compliance with applicable regulations and construction contract provisions for the protection of the public and construction project personnel. Prepared, records, reports, and correspondence related to construction project activities. Assisted in the preparation of final As-Built plans at the completion of construction. Assisted in all aspects of required office construction engineering work including setting up and maintaining project files, processing required documents and progress payments, as necessary. Performed the Electrical inspection and compliance monitoring of projects. Verified compliance with safety procedures. Participated in safety (tailgate) meetings. Maintained standards and consistency while minimizing the impact on project schedule and cost.



7.5 Project Approach

Our project approach can be summarized as and is broken out by each task:

- **Identify** project issues before they impact the project.
- **Prevent** project issues with constant daily communication.
- **Mitigate** project issues by resolving quickly.
- **Resolve** project issues by documenting and facilitating effective negotiations. The graphic summarizes our proposed approach to complete the tasks called for under the RFP.

To contain incurred costs by the City while still meeting the project objectives and standards, Ghirardelli will provide robust documentation, provide prompt response to RFIs and submittals, confirm the contractor is adhering to the contract specifications and plans, agree on quantities daily, provide an independent engineer's estimates and time impact analysis for changes, look for opportunities to accelerate the schedule, resolve issues at the lowest level possible, provide a thorough review of contractors change order requests, and propose alternate solutions to quickly address any project issues.

Our Inspectors use MoasureOne which is a motion based measuring tool that quickly measures lengths and areas that can be saved to PDF format. **This tool saves cost due to its efficiency and accuracy when measuring quantities.**

It is crucial to confirm the contractor is performing the work safely according to the contract documents and specifications. By filling in sidewalk gaps, enhancing the RRFB crosswalk, and creating buffered bicycle lanes and a multi-use trail, the project will improve pedestrian safety, reducing greenhouse gas emissions. Caltrans Local Assistance Procedures Manual Guidelines and Procedures for Federal and State Highway Projects will be followed by the project, which is funded by an Active Transport Program Grant.

Quality control is built into our project approach by constantly reassessing our work plans and meeting with stakeholders to verify expectations are being met.

Task 1 - Pre-Construction Phase

Constructibility & Environmental Reviews
Perform thorough reviews of plans, specifications, permits, agreements and environmental documents. Assist in advertising, review award contracts and participate in document review meetings.

Initial Meeting
Meet with City staff and the engineer of record to discuss scope of work, anticipated construction schedule, mitigation measures, project objectives, and constraints.

Document Control
Implement and maintain document control system tailored to the file category system that the City utilizes.

Document Existing Site Conditions
Digitally document the entire project area including surrounding properties to develop an "as-is" condition record prior to breaking ground.

Pre-Construction Conference
Schedule a pre-construction conference with all parties to discuss the project and work involved and provide a forum for addressing issues and answering questions before work begins.

Task 2 - Construction Phase

Contract Administration
Lead meetings to verify project goals and resolve safety issues. Review pay requests, and provide grant management and reimbursement services. Complete daily logs and WSWD's. Prepare monthly pay estimates,and progress reports with monthly progress payment requests per City's contract requirements.

Submittals & RFIs
Monitor contractor submissions and requests for information to verify they are reviewed and answered in a timely manner.

Schedule Control
Constantly review the contractor's schedule and prepare a schedule in coordination with contractor's schedule to monitor progress.

Public Relations
Coordinate outreach and construction activities between contractor, City, utilities. Provide notification of project issues.

Field Inspection
Daily oversight of contractor operations for compliance with contract documents. Document quantities in daily diaries, photos, and videos. Verify corrective actions taken by the contractor. Contractor staking verification.

Labor Compliance
Enforce compliance with state prevailing wage laws through regular reviews as required by DIR. Review certified payrolls.

Traffic Management
Coordinate the traffic control and staging with City and other necessary entities and identify potential conflicts in the traffic management plans.

Coordination
Communicate with contractors, City departments, Engineer, Caltrans, utilities, and business owners through out the project.

QA & Materials Testing Services
Coordinate certified material testing personnel and accredited laboratory to perform soils and materials sampling and testing services that can provide quality testing results within a timely manner.

Storm Water Compliance
Monitor best management practices performed by the Contractor.

Change Order Management
Develop, administer, investigate, and log all change orders. Review all change order requests for accuracy to the contract documents. Provide recommendations for resolutions of claims and disputes.

Task 3 - Post-Construction Phase

Claims Management
Formulate recommendations and resolutions for issues that have resulted in claims.

As-Built Plans
Upon project completion, submit finalized set of as-built plans with annotated changes and as-built conditions.

Punchlist & Reports of Completion
Prepare punch list, inspect punch list items have been corrected. Prepare and submit completion report to City staff, including completed final punch lists, record drawings, and shop drawings with review comments. Recommend release of payment and retention to contractor.

Project Closeout & Contract Records
Verify project closeout is performed quickly, accurately, and consistently, in accordance with all contract requirements and procedures and submit all contract records to City.

7.6 References

Proven ability to support our client's projects.

The individuals listed in the table below are available to discuss their experience with us on past projects. Full project descriptions can be found in **Section 7.3.1 Relevant Experience.**



City of West Sacramento

Address: 401 Regent Street, West Sacramento, CA 95691

Contact: Ryan Teves, Senior Civil Engineer

916-617-4665

ryant@cityofwestsacramento.org

Construction Dates: 08/2021 - Ongoing

Personnel Involved: Scott Olson, Jennifer Culter

Project Title: Riverfront Street Extension Project



City of Citrus Heights

Address: 6360 Fountain Square Drive, Citrus Heights, CA 95621

Contact: Leslie Blomquist, City Engineer

916-727-4770

lblomquist@citrusheights.net

Construction Dates: 05/2019 - 02/2020

Project Title: Mariposa Safe Routes - Phase 3



Caltrans District 3

Address: 703 B Street, Marysville, CA 95901

Contact: Garrett Griffith - Resident Engineer

530-713-7864

garrett.griffith@dot.ca.gov

Construction Dates: 05/2017 - 11/2020

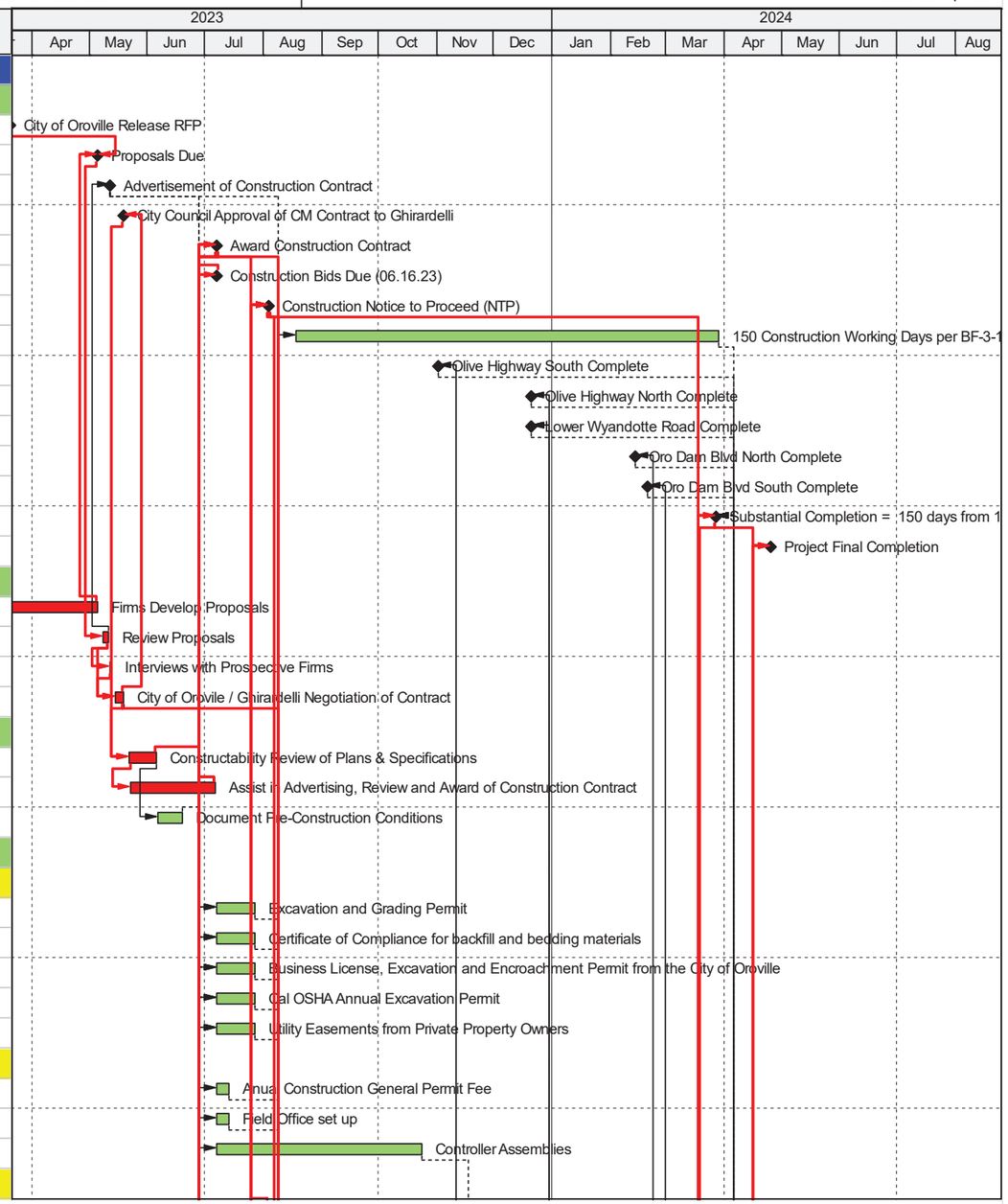
Personnel Involved: Aaron Thomas, Patrick Myers

Project Title: On-Call Task Orders (03A2437)

7.7 Schedule

SR-162 ATP Pedestrian Safety and Mobility Improvement Project - R4 4_21 | 00 Oroville Proposal_TASK filter: All Activities | Start: 21-Apr-23

#	Activity ID	Activity Name	OD	Calendar	Start	Finish	TF
1		**SR-162 ATP Pedestrian Safety and Mobility Improvement Project - R4 4_21**	289		20-Mar-23	25-Apr-24	0
2		**Milestones**	275	Oro 5-Day	20-Mar-23	25-Apr-24	0
3	M0010	City of Oroville Release RFP	0	Oro 5-Day	20-Mar-23		0
4	M0020	Proposals Due	0	Oro 5-Day		05-May-23	0
5	M0100	Advertisement of Construction Contract	0	Oro 5-Day	12-May-23		53
6	M0030	City Council Approval of CM Contract to Ghirardelli	0	Oro 5-Day		19-May-23	0
7	M0110	Award Construction Contract	0	Oro 5-Day	07-Jul-23		0
8	M0105	Construction Bids Due (06.16.23)	0	Oro 5-Day	07-Jul-23		0
9	M0130	Construction Notice to Proceed (NTP)	0	Oro 5-Day	04-Aug-23		0
10	M0190	150 Construction Working Days per BF-3-1 (15 CD after NTP)	150	Oro 5-Day	18-Aug-23	28-Mar-24	1
11	M0160	Olive Highway South Complete	0	Oro 5-Day		01-Nov-23	97
12	M0170	Olive Highway North Complete	0	Oro 5-Day		20-Dec-23	65
13	M0180	Lower Wyandotte Road Complete	0	Oro 5-Day		20-Dec-23	65
14	M0150	Oro Dam Blvd North Complete	0	Oro 5-Day		13-Feb-24	30
15	M0140	Oro Dam Blvd South Complete	0	Oro 5-Day		20-Feb-24	26
16	M0990	Substantial Completion = 150 days from 1st Working Day	0	Oro 5-Day		27-Mar-24*	0
17	M0995	Project Final Completion	0	Oro 5-Day		25-Apr-24	0
18		**CM Firm Selection Process**	44	Oro 5-Day	20-Mar-23	19-May-23	0
19	SP0110	Firms Develop Proposals	34	Oro 5-Day	20-Mar-23	05-May-23	0
20	SP0150	Review Proposals	4	Oro 5-Day	08-May-23	11-May-23	0
21	SP0160	Interviews with Prospective Firms	1	Oro 5-Day	12-May-23	12-May-23	0
22	SP0180	City of Orovile / Ghirardelli Negotiation of Contract	5	Oro 5-Day	15-May-23	19-May-23	0
23		**TASK 1 - Services Prior to Construction**	32	Oro 5-Day	22-May-23	06-Jul-23	0
24	CO0010	Constructability Review of Plans & Specifications	10	Oro 5-Day	22-May-23	05-Jun-23	0
25	CO0020	Assist in Advertising, Review and Award of Construction Contract	31	Oro 5-Day	23-May-23	06-Jul-23	0
26	CO0005	Document Pre-Construction Conditions	10	Oro 5-Day	06-Jun-23	19-Jun-23	12
27		**TASK 2 - Construction Management Services - During Construction**	186		07-Jul-23	22-Mar-24	3
28		**Permits -**	15	Oro 5-Day	07-Jul-23	27-Jul-23	15
29	PE_1010	Excavation and Grading Permit	15	Oro 5-Day	07-Jul-23	27-Jul-23	15
30	PE_1020	Certificate of Compliance for backfill and bedding materials	15	Oro 5-Day	07-Jul-23	27-Jul-23	15
31	PE_1030	Business License, Excavation and Encroachment Permit from the City c	15	Oro 5-Day	07-Jul-23	27-Jul-23	15
32	PE_1080	Cal OSHA Annual Excavation Permit	15	Oro 5-Day	07-Jul-23	27-Jul-23	15
33	PE_1090	Utility Easements from Private Property Owners	15	Oro 5-Day	07-Jul-23	27-Jul-23	15
34		**Long Lead Item Procurement /Department Furnished Materials & Expenses**	75	Oro 5-Day	07-Jul-23	23-Oct-23	21
35	PR_1010	Anual Construction General Permit Fee	5	Oro 5-Day	07-Jul-23	13-Jul-23	25
36	PR_1020	Field Office set up	5	Oro 5-Day	07-Jul-23	13-Jul-23	25
37	PR_1030	Controller Assemblies	75	Oro 5-Day	07-Jul-23	23-Oct-23	21
38		**Critical Submittals - Review and Approve**	20	Oro 5-Day	07-Jul-23	03-Aug-23	10



◆ Milestone
Actual Work
Remaining Work
Critical Remaining Work
Remaining Level of Effort

City of Oroville, California
SR-162 ATP Pedestrian Safety & Mobility Improvement Project Federal Project # ATP CML 5142 (036)
Proposal Schedule April 2023 - All Activities
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Ghirardelli ASSOCIATES

20-Mar-23

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SR-162 ATP Pedestrian Safety and Mobility Improvement Project - R4 4_21 | 00 Oroville Proposal_TASK filter: All Activities | Start: 21-Apr-23

#	Activity ID	Activity Name	OD	Calendar	Start	Finish	TF
39	SU1000	Submit/Review/Approve Baseline Schedule	20	Oro 5-Day	07-Jul-23	03-Aug-23	0
40	SU1010	Submit/Review/Approve Water Pollution Control Plan	20	Oro 5-Day	07-Jul-23	03-Aug-23	0
41	SU1020	Submit/Review/Approve Traffic Control Plan	20	Oro 5-Day	07-Jul-23	03-Aug-23	0
42	SU1030	Submit/Review/Approve Concrete Mix Designs	20	Oro 5-Day	07-Jul-23	03-Aug-23	10
43	SU1040	Submit/Review/Approve HMA	20	Oro 5-Day	07-Jul-23	03-Aug-23	10
44	SU1050	Submit/Review/Approve Traffic Signals	20	Oro 5-Day	07-Jul-23	03-Aug-23	10
45	SU1060	Submit/Review/Approve Lead Compliance Plan	20	Oro 5-Day	07-Jul-23	03-Aug-23	0
46	**Coordination with Others - Length of Project**		150	Oro 5-Day	07-Jul-23	14-Feb-24	29
47	CO_1020	Coordination with City, County or State Traffic Engineers	150	Oro 5-Day	07-Jul-23	14-Feb-24	29
48	CO_1030	Coordination with Property Owners	150	Oro 5-Day	07-Jul-23	14-Feb-24	29
49	CO_1040	Coordination with PG&E Gas and Electrical	150	Oro 5-Day	07-Jul-23	14-Feb-24	29
50	CO_1050	Coordination with other Contractors	150	Oro 5-Day	07-Jul-23	14-Feb-24	29
51	CO_1060	Coordnation with Design Engineer	150	Oro 5-Day	07-Jul-23	14-Feb-24	29
52	CO_1045	Coordination with CalWater	150	Oro 5-Day	07-Jul-23	14-Feb-24	29
53	**General Construction**		12	Oro 5-Day	16-Aug-23	31-Aug-23	2
54	GC_1020	USA Utility Marking	2	Oro 5-Day	16-Aug-23	17-Aug-23	0
55	GC_1005	Contractor Mobilize - 1st Contract Working Day	1	Oro 5-Day	18-Aug-23	18-Aug-23	0
56	GC_1040	Potholing of All Areas	10	Oro 5-Day	18-Aug-23	31-Aug-23	2
57	GC_1010	Install Construction Area Signs & Project Info Signs	2	Oro 5-Day	18-Aug-23	21-Aug-23	1
58	GC_1030	Install temporary BMP's and Temp Fencing	2	Oro 5-Day	21-Aug-23	22-Aug-23	0
59	**Stage 1 South Side - Olive B-Line Sta 126 to Sta 150_**		49	Oro 5-Day	23-Aug-23	01-Nov-23	0
60	**Stage 1a Curb Ramp Sta 126_"W-Line" Sta 50+00to Sta 57+00**		18	Oro 5-Day	23-Aug-23	18-Sep-23	0
61	S01_1010	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	23-Aug-23	25-Aug-23	0
62	S01_1020	Demolition/Rough Grade	4	Oro 5-Day	28-Aug-23	31-Aug-23	0
63	S01_1030	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	01-Sep-23	07-Sep-23	0
64	S01_1025	Install Electrical Conduits	2	Oro 5-Day	01-Sep-23	05-Sep-23	1
65	S01_1026	Install Signal Modifications	5	Oro 5-Day	06-Sep-23	12-Sep-23	1
66	S01_1040	Concrete Curb and Gutter	2	Oro 5-Day	08-Sep-23	11-Sep-23	0
67	S01_1050	Concrete Sidewalk & (2) Driveways	2	Oro 5-Day	12-Sep-23	13-Sep-23	0
68	S01_1060	Curb Ramp	2	Oro 5-Day	14-Sep-23	15-Sep-23	0
69	S01_1070	Detectable Warning Surface	1	Oro 5-Day	18-Sep-23	18-Sep-23	0
70	**Stage 1b B-Line Sta 131 to Sta 145**		30	Oro 5-Day	28-Aug-23	10-Oct-23	0
71	S01_1080	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	28-Aug-23	30-Aug-23	12
72	S01_1090	Demolition/Rough Grade	4	Oro 5-Day	19-Sep-23	22-Sep-23	0
73	S01_1100	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	25-Sep-23	28-Sep-23	0
74	S01_1110	Concrete Curb and Gutter	2	Oro 5-Day	29-Sep-23	02-Oct-23	0
75	S01_1120	Concrete Sidewalk	2	Oro 5-Day	03-Oct-23	04-Oct-23	0
76	S01_1130	Curb Ramp	2	Oro 5-Day	05-Oct-23	06-Oct-23	0



◆ Milestone
Actual Work
Remaining Work
Critical Remaining Work
Remaining Level of Effort

City of Oroville, California
SR-162 ATP Pedestrian Safety & Mobility Improvement Project Federal Project # ATP CML 5142 (036)
Proposal Schedule April 2023 - All Activities

Ghirardelli ASSOCIATES

20-Mar-23

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SR-162 ATP Pedestrian Safety and Mobility Improvement Project - R4 4_21 | 00 Oroville Proposal_TASK filter: All Activities | Start: 21-Apr-23

#	Activity ID	Activity Name	OD	Calendar	Start	Finish	TF
77	S01_1140	Detectable Warning Surface	1	Oro 5-Day	10-Oct-23	10-Oct-23	0
78	**Stage 1c Curb Ramp B-Line Sta 150**		43	Oro 5-Day	31-Aug-23	01-Nov-23	0
79	S01_1150	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	31-Aug-23	05-Sep-23	24
80	S01_1160	Demolition/Rough Grade	4	Oro 5-Day	11-Oct-23	16-Oct-23	0
81	S01_1170	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	17-Oct-23	20-Oct-23	1
82	S01_1165	Install Electrical underground	5	Oro 5-Day	17-Oct-23	23-Oct-23	0
83	S01_1180	Concrete Curb and Gutter	2	Oro 5-Day	24-Oct-23	25-Oct-23	0
84	S01_1190	Concrete Sidewalk	2	Oro 5-Day	26-Oct-23	27-Oct-23	0
85	S01_1200	Curb Ramp	2	Oro 5-Day	30-Oct-23	31-Oct-23	0
86	S01_1210	Detectable Warning Surface	1	Oro 5-Day	01-Nov-23	01-Nov-23	0
87	**Stage 2 North Olive Highway "B Line" Sta 123 to Sta 151.00**		72	Oro 5-Day	06-Sep-23	20-Dec-23	0
88	**Stage 2a - Olive Highway B-Line Sta 123 to Sta 133**		60	Oro 5-Day	06-Sep-23	04-Dec-23	10
89	S02_1010	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	06-Sep-23	08-Sep-23	37
90	S02_1020	Demolition/Rough Grade	4	Oro 5-Day	02-Nov-23	07-Nov-23	0
91	S02_1025	Construct Drainage Systems 9	5	Oro 5-Day	08-Nov-23	15-Nov-23	10
92	S02_1030	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	16-Nov-23	21-Nov-23	10
93	S02_1040	Concrete Curb and Gutter	2	Oro 5-Day	22-Nov-23	27-Nov-23	10
94	S02_1050	Concrete Sidewalk / Driveways (2)	2	Oro 5-Day	28-Nov-23	29-Nov-23	10
95	S02_1060	Curb Ramp	2	Oro 5-Day	30-Nov-23	01-Dec-23	10
96	S02_1070	Detectable Warning Surface	1	Oro 5-Day	04-Dec-23	04-Dec-23	10
97	**Stage 2b - Olive Highway B-Line Sta 133 to Sta 143**		68	Oro 5-Day	11-Sep-23	19-Dec-23	0
98	S02_1080	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	11-Sep-23	13-Sep-23	38
99	S02_1090	Demolition/Rough Grade	4	Oro 5-Day	08-Nov-23	14-Nov-23	0
100	S02_1091	Construct Drainage Systems 10,11 and 12	15	Oro 5-Day	09-Nov-23	04-Dec-23	0
101	S02_1095	Construct Retaining Wall (C-21)	15	Oro 5-Day	15-Nov-23	07-Dec-23	3
102	S02_1100	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	05-Dec-23	08-Dec-23	0
103	S02_1110	Concrete Curb and Gutter	2	Oro 5-Day	11-Dec-23	12-Dec-23	0
104	S02_1120	Concrete Sidewalk	2	Oro 5-Day	13-Dec-23	14-Dec-23	0
105	S02_1130	Curb Ramp	2	Oro 5-Day	15-Dec-23	18-Dec-23	0
106	S02_1140	Detectable Warning Surface	1	Oro 5-Day	19-Dec-23	19-Dec-23	0
107	**Stage 2c - Olive Highway B-Line Sta 143 to Sta 151**		66	Oro 5-Day	14-Sep-23	20-Dec-23	0
108	S02_1150	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	14-Sep-23	18-Sep-23	39
109	S02_1160	Demolition/Rough Grade	4	Oro 5-Day	15-Nov-23	20-Nov-23	0
110	S02_1165	Relocate PG&E Box/Vault (1 Ea)	5	Oro 5-Day	21-Nov-23	29-Nov-23	10
111	S02_1161	Construct Drainage Systems 13	5	Oro 5-Day	21-Nov-23	29-Nov-23	4
112	S02_1163	Install Electrical Conduits	2	Oro 5-Day	21-Nov-23	22-Nov-23	0
113	S02_1215	Modify Signal and Lighting Systems Olive/Foothill Sta 150	15	Oro 5-Day	27-Nov-23	15-Dec-23	0
114	S02_1170	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	30-Nov-23	05-Dec-23	4



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City of Oroville, California
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Proposal Schedule April 2023 - All Activities

Ghirardelli ASSOCIATES

20-Mar-23

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#	Activity ID	Activity Name	OD	Calendar	Start	Finish	TF
115	S02_1180	Concrete Curb and Gutter	2	Oro 5-Day	06-Dec-23	07-Dec-23	4
116	S02_1190	Concrete Sidewalk	2	Oro 5-Day	08-Dec-23	11-Dec-23	4
117	S02_1200	Curb Ramp	2	Oro 5-Day	18-Dec-23	19-Dec-23	0
118	S02_1210	Detectable Warning Surface	1	Oro 5-Day	20-Dec-23	20-Dec-23	0
119	**Stage 3 South Side - ORO Dam Blvd (Route 162) - South Side "A-Line Sta 225 to Sta 289**		111		19-Sep-23	20-Feb-24	26
120	**Stage 3a - 7th Ave to Huntington A-Line Sta 225 to Sta 235**		78	Oro 5-Day	19-Sep-23	12-Jan-24	18
121	S03_1010	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	19-Sep-23	21-Sep-23	60
122	S03_1020	Demolition/Rough Grade	4	Oro 5-Day	21-Dec-23	27-Dec-23	0
123	S03_1030	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	28-Dec-23	03-Jan-24	18
124	S03_1025	Adjust CalWater Meter to Grade (2ea)	5	Oro 5-Day	28-Dec-23	04-Jan-24	19
125	S03_1040	Concrete Curb and Gutter	2	Oro 5-Day	04-Jan-24	05-Jan-24	18
126	S03_1050	Concrete Sidewalk	2	Oro 5-Day	08-Jan-24	09-Jan-24	18
127	S03_1060	Curb Ramp	2	Oro 5-Day	10-Jan-24	11-Jan-24	18
128	S03_1070	Detectable Warning Surface	1	Oro 5-Day	12-Jan-24	12-Jan-24	18
129	**Stage 3b Huntington Lane to S 5th Avenue A-line Sta 235 to Sta 245**		94	Oro 5-Day	22-Sep-23	09-Feb-24	0
130	S03_1080	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	22-Sep-23	26-Sep-23	61
131	S03_1090	Demolition/Rough Grade	4	Oro 5-Day	28-Dec-23	03-Jan-24	0
132	S03_1100	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	04-Jan-24	09-Jan-24	15
133	S03_1095	Adjust PG&E Gas Meter (1ea)/Adjust Box/Electrical Vault Cover to Grad	5	Oro 5-Day	04-Jan-24	10-Jan-24	14
134	S03_1097	Adjust CalWater Meter to Grade (4ea)	5	Oro 5-Day	04-Jan-24	10-Jan-24	9
135	S03_1105	Relocate Fire Hydrant (A 243+55)	5	Oro 5-Day	04-Jan-24	10-Jan-24	16
136	S03_1099	Adjust CalWater Water Valve to Grade (1ea)	5	Oro 5-Day	11-Jan-24	18-Jan-24	9
137	S03_1110	Concrete Curb and Gutter	2	Oro 5-Day	19-Jan-24	22-Jan-24	9
138	S03_1120	Concrete Sidewalk	2	Oro 5-Day	05-Feb-24	06-Feb-24	0
139	S03_1130	Curb Ramp	2	Oro 5-Day	07-Feb-24	08-Feb-24	0
140	S03_1140	Detectable Warning Surface	1	Oro 5-Day	09-Feb-24	09-Feb-24	0
141	**Stage 3c A-Line Sta 245 to Sta 263**		95	Oro 5-Day	27-Sep-23	16-Feb-24	26
142	S03_1150	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	27-Sep-23	29-Sep-23	62
143	S03_1160	Demolition/Rough Grade	4	Oro 5-Day	04-Jan-24	09-Jan-24	0
144	S03_1165	Adjust Vault/ Box to Grade PG&E Box/Vault (1 Ea)	5	Oro 5-Day	10-Jan-24	17-Jan-24	40
145	S03_1155	Construct Drainage Systems 1,2,3,4,5,6,7	15	Oro 5-Day	10-Jan-24	31-Jan-24	26
146	S03_1170	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	01-Feb-24	06-Feb-24	26
147	S03_1180	Concrete Curb and Gutter	2	Oro 5-Day	07-Feb-24	08-Feb-24	26
148	S03_1190	Concrete Sidewalk	2	Oro 5-Day	09-Feb-24	13-Feb-24	26
149	S03_1200	Curb Ramp	2	Oro 5-Day	14-Feb-24	15-Feb-24	26
150	S03_1210	Detectable Warning Surface	1	Oro 5-Day	16-Feb-24	16-Feb-24	26
151	**Stage 3d A-Line Sta 263 to Sta 289 (Spencer Curb Ramp)**		102		02-Oct-23	20-Feb-24	26
152	S03_1220	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	02-Oct-23	04-Oct-23	63



◆ Milestone
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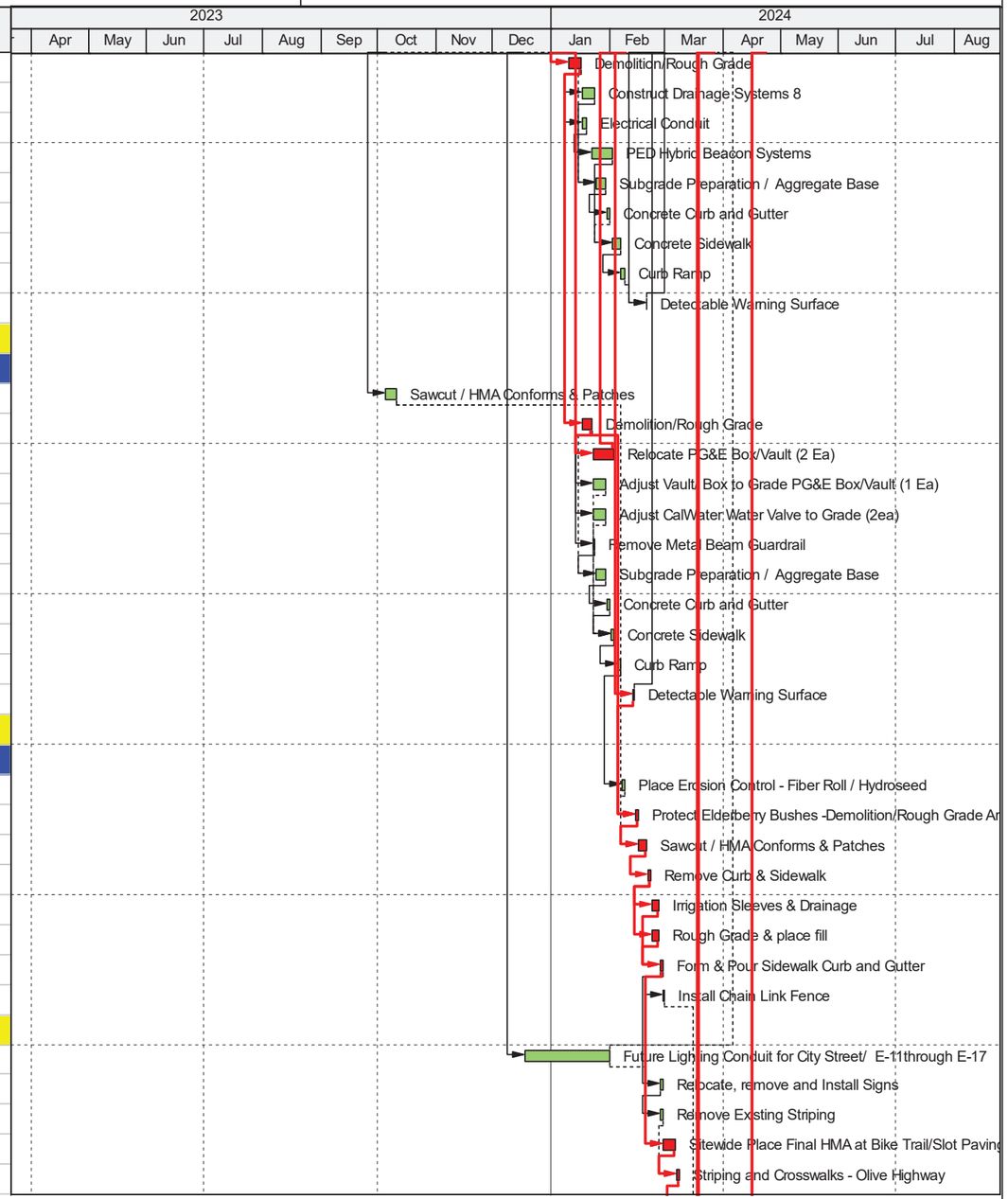
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#	Activity ID	Activity Name	OD	Calendar	Start	Finish	TF
153	S03_1230	Demolition/Rough Grade	4	Oro 5-Day	10-Jan-24	16-Jan-24	0
154	S03_1232	Construct Drainage Systems 8	5	Oro 5-Day	17-Jan-24	23-Jan-24	33
155	S03_1225	Electrical Conduit	3	CT-5 Day	17-Jan-24	19-Jan-24	33
156	S03_1226	PED Hybrid Beacon Systems	10	CT-5 Day	22-Jan-24	02-Feb-24	33
157	S03_1240	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	24-Jan-24	29-Jan-24	33
158	S03_1250	Concrete Curb and Gutter	2	Oro 5-Day	30-Jan-24	31-Jan-24	33
159	S03_1260	Concrete Sidewalk	2	Oro 5-Day	02-Feb-24	06-Feb-24	31
160	S03_1270	Curb Ramp	2	Oro 5-Day	06-Feb-24	08-Feb-24	31
161	S03_1280	Detectable Warning Surface	1	Oro 5-Day	20-Feb-24	20-Feb-24	26
162	**Stage 4 North Side - ORO Dam Road (Route 162) A-Line Sta 264 to Sta 271**		86	Oro 5-Day	05-Oct-23	13-Feb-24	0
163	**Stage 4a A-Line Sta 264 to Sta 271**		86	Oro 5-Day	05-Oct-23	13-Feb-24	0
164	S04_1010	Sawcut / HMA Conforms & Patches	3	Oro 5-Day	05-Oct-23	10-Oct-23	64
165	S04_1020	Demolition/Rough Grade	4	Oro 5-Day	17-Jan-24	22-Jan-24	0
166	S04_1025	Relocate PG&E Box/Vault (2 Ea)	9	Oro 5-Day	23-Jan-24	02-Feb-24	0
167	S04_1235	Adjust Vault/ Box to Grade PG&E Box/Vault (1 Ea)	5	Oro 5-Day	23-Jan-24	29-Jan-24	4
168	S04_1035	Adjust CalWater Water Valve to Grade (2ea)	5	Oro 5-Day	23-Jan-24	29-Jan-24	4
169	S04_1021	Remove Metal Beam Guardrail	1	Oro 5-Day	23-Jan-24	23-Jan-24	2
170	S04_1030	Subgrade Preparation / Aggregate Base	4	Oro 5-Day	24-Jan-24	29-Jan-24	2
171	S04_1040	Concrete Curb and Gutter	2	Oro 5-Day	30-Jan-24	31-Jan-24	2
172	S04_1050	Concrete Sidewalk	2	Oro 5-Day	01-Feb-24	02-Feb-24	2
173	S04_1060	Curb Ramp	2	Oro 5-Day	05-Feb-24	06-Feb-24	2
174	S04_1070	Detectable Warning Surface	1	Oro 5-Day	13-Feb-24	13-Feb-24	0
175	**Stage 5 (Bike Trail) A-Line Sta 202 to Sta 204 & B1 Line Sta 13 to Sta 15**		15	Oro 5-Day	07-Feb-24	29-Feb-24	16
176	**Stage 5a - A-Line Sta 202 to Sta 204 & B1 Line Sta 13 to Sta 15**		15	Oro 5-Day	07-Feb-24	29-Feb-24	16
177	S05_1005	Place Erosion Control - Fiber Roll / Hydroseed	2	Oro 5-Day	07-Feb-24	08-Feb-24	2
178	S05_1010	Protect Elderberry Bushes -Demolition/Rough Grade Area	2	Oro 5-Day	14-Feb-24	15-Feb-24	0
179	S05_1020	Sawcut / HMA Conforms & Patches	2	Oro 5-Day	16-Feb-24	20-Feb-24	0
180	S05_1030	Remove Curb & Sidewalk	2	Oro 5-Day	21-Feb-24	22-Feb-24	0
181	S05_1040	Irrigation Sleeves & Drainage	2	Oro 5-Day	23-Feb-24	26-Feb-24	0
182	S05_1035	Rough Grade & place fill	2	Oro 5-Day	23-Feb-24	26-Feb-24	0
183	S05_1050	Form & Pour Sidewalk Curb and Gutter	2	Oro 5-Day	27-Feb-24	28-Feb-24	0
184	S05_1060	Install Chain Link Fence	1	Oro 5-Day	29-Feb-24	29-Feb-24	16
185	**Stage 6 Striping , Signage, Misc. Electrical, HMA**		65	Oro 5-Day	18-Dec-23	22-Mar-24	0
186	S06_1100	Future Lighting Conduit for City Street/ E-11through E-17	30	Oro 5-Day	18-Dec-23	31-Jan-24	18
187	S06_1000	Relocate, remove and Install Signs	2	Oro 5-Day	27-Feb-24	28-Feb-24	5
188	S06_1010	Remove Existing Striping	2	Oro 5-Day	27-Feb-24	28-Feb-24	5
189	S06_1095	Sitewide Place Final HMA at Bike Trail/Slot Paving and Transitions	5	Oro 5-Day	29-Feb-24	06-Mar-24	0
190	S06_1040	Striping and Crosswalks - Olive Highway	2	Oro 5-Day	07-Mar-24	08-Mar-24	0



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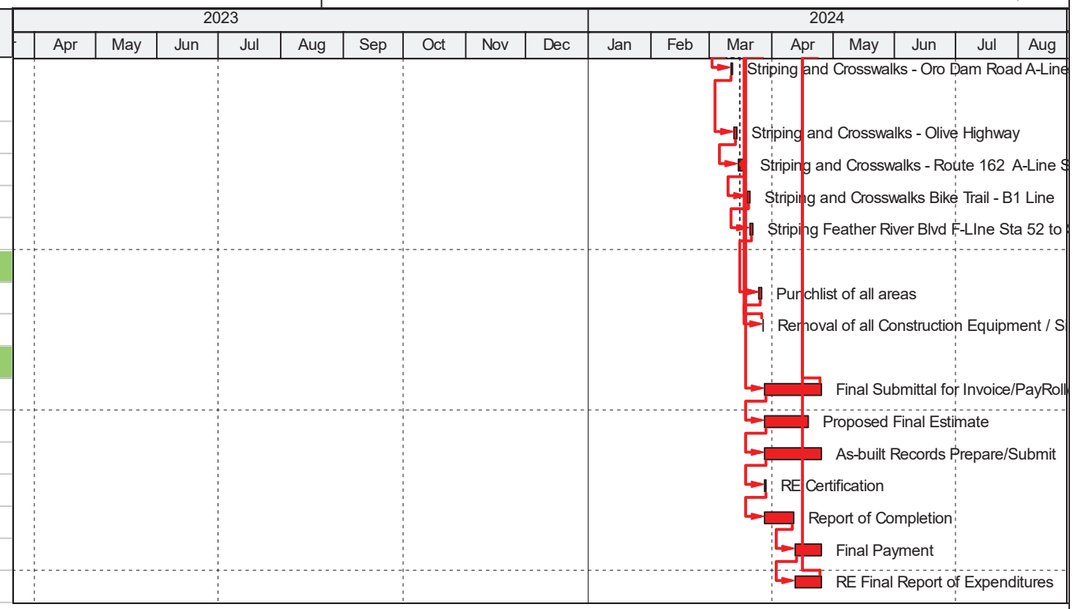
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#	Activity ID	Activity Name	OD	Calendar	Start	Finish	TF
191	S06_1050	Striping and Crosswalks - Oro Dam Road A-Line Sta 297 to Sta 348	2	Oro 5-Day	11-Mar-24	12-Mar-24	0
192	S06_1060	Striping and Crosswalks - Olive Highway	2	Oro 5-Day	13-Mar-24	14-Mar-24	0
193	S06_1070	Striping and Crosswalks - Route 162 A-Line Sta 195 to Sta 297	2	Oro 5-Day	15-Mar-24	18-Mar-24	0
194	S06_1080	Striping and Crosswalks Bike Trail - B1 Line	2	Oro 5-Day	19-Mar-24	20-Mar-24	0
195	S06_1090	Striping Feather River Blvd F-LIne Sta 52 to Sta 70	2	Oro 5-Day	21-Mar-24	22-Mar-24	0
196	**Construction Cleanup**		3	Oro 5-Day	25-Mar-24	27-Mar-24	0
197	PC1060	Punchlist of all areas	2	Oro 5-Day	25-Mar-24	26-Mar-24	0
198	PC1070	Removal of all Construction Equipment / Signs	1	Oro 5-Day	27-Mar-24	27-Mar-24	0
199	**TASK 3 Services During Construction Closeout**		20	Oro 5-Day	28-Mar-24	25-Apr-24	0
200	PC1080	Final Submittal for Invoice/PayRoll/Documentation	20	Oro 5-Day	28-Mar-24	25-Apr-24	0
201	PO0105	Proposed Final Estimate	15	Oro 5-Day	28-Mar-24	18-Apr-24	0
202	PO0110	As-built Records Prepare/Submit	20	Oro 5-Day	28-Mar-24	25-Apr-24	0
203	PO0120	RE Certification	1	Oro 5-Day	28-Mar-24	28-Mar-24	0
204	PO0130	Report of Completion	10	Oro 5-Day	28-Mar-24	11-Apr-24	0
205	PO0140	Final Payment	10	Oro 5-Day	12-Apr-24	25-Apr-24	0
206	PO0150	RE Final Report of Expenditures	10	Oro 5-Day	12-Apr-24	25-Apr-24	0



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7.8 Cost Proposal

City of Oroville
SR-162 ATP Pedestrian Safety and Mobility Improvement Project

Ghirardelli Associates
Cost Proposal

Name/Classification	Billing Rate			Effective Date		Hours by Phase						Total Hours	Total Amount
	Straight	OT	DT	From	To	Task 1 - Precon	Precon Amount	Task 2 - Construction	Construction Amount	Task 3 - Closeout	Closeout Amount		
Scott Olson, PE, QSD *Project Manager & Resident Engineer*	$226.60	$226.60	$226.60	1/1/2023	12/31/2023	40	$9,064.00	848	$192,156.80	80	$18,128.00	968	$219,348.80
Jennifer Cutler Assistant Resident Engineer	$119.57	$144.57	$169.57	1/1/2023	12/31/2023	80	$9,565.60	1200	$143,484.00	80	$9,565.60	1360	$162,615.20
Brad McKeehan Construction Inspector	$201.70	$221.21	$259.47	1/1/2023	12/31/2023	16	$3,227.20	1448	$296,744.00	40	$8,068.00	1504	$308,039.20
Aaron Thomas Construction Inspector	$172.41	$208.46	$244.51	1/1/2023	12/31/2023	0	0	0	0	0	0	0	$0.00
Patrick Myers Electrical Inspector	$184.70	$223.32	$261.94	1/1/2023	12/31/2023	0	$0.00	360	$68,809.20	16	$2,955.20	376	$71,764.40
David Eldridge Scheduler	$262.26	$262.26	$262.26	1/1/2023	12/31/2023	16	$4,196.16	64	$16,784.64	0	0	80	$20,980.80
Joseph Adame Source Inspector	$155.44	$187.94	$220.44	1/1/2023	12/31/2023	0	$0.00	80	$12,435.20	0	$0.00	80	$12,435.20
Crawford Associates, Inc. QC Testing						0	0		$92,160.00	0	0		$ 92,160.00
2024 Labor Escalation (4%)													$ 12,106.02
Travel, Meals, Lodging for Source Inspections													$ 13,741.68
												Total	**$913,191.30**

1) Hourly rates include vehicle, mobile phone, laptop, and camera.
2) Rates valid until December 31, 2023. Annual rate escalation is 4%.
3) Construction inspection activities are subject to prevailing wage requirements.
4) Per prevailing wage requirements, a shift differential is for for any covered work shift beginning after 2PM.
5) Work hours are between Monday -Friday 7:00 AM to 5:00 PM.

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

Corporate Office: 4701 Freeport Blvd., Sacramento, CA 95822 - (916) 455-4225
Modesto: 1165 Scenic Drive, Suite B, Modesto, CA 95350 - (209) 312-7668
Pleasanton: 6200 Stoneridge Mall Road, Suite 330, Pleasanton, CA 94588 - (925) 401-3515
Rocklin: 4220 Rocklin Road, Suite 1, Rocklin, CA 95677 - (916) 455-4225
Ukiah: 100 North Pine Street, Ukiah, CA 95482 - (707) 240-4400

2023 STANDARD FEE SCHEDULE

PROFESSIONAL TITLE	RATE
Principal	$ 250.00
Senior Project Manager	$ 210.00
Project Manager	$ 190.00
Senior Geologist / Environmental	$ 170.00
Senior Engineer	$ 170.00
Project Engineer II	$ 150.00
Project Engineer I	$ 140.00
Staff Engineer	$ 135.00
Administrative Assistant	$ 110.00
PREVAILING WAGE CLASSIFICATIONS **	**RATE**
Field Technician **	$ 147.00
Concrete Technician **	$ 140.00
Laborer Technician **	$ 120.00
WORKING HOURS AND PREMIUM TIME	**RATE**
A Regular Workday is the first 8 hours between 6:00am to 6:00pm, Monday through Friday.	
Overtime: Weekdays & Saturdays (first 8 hours)	1.5 x Hourly Rate
Overtime: Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x Hourly Rate
Overtime: Sundays (over 8 hours) and Holidays	3 x Hourly Rate
Night Shift: Work performed between 2:00 am and 4:00 am	15% / Hour Addt'l to Hourly Rate
REIMBURSABLES	**RATE**
Mileage	$ 0.655 / Mile
Outside Costs	15% Markup
Permit Fees (City/County)	15% Markup
Per Diem (Lodging & Meals)	County Rate
Rush Testing	50% Markup

CONSTRUCTION/EQUIPMENT	RATE	DETAIL
Traffic Control (Major)	$ 2,500.00	DAY
Traffic Control (Minor)	$ 700.00	DAY
Seismic Refraction (12 Channel)	$ 1,300.00	DAY
Core Machine with Generator	$ 2,600.00	DAY
Core Machine Bit	$ 3.00	INCH
Core Box	$ 17.25	EACH
Hot Mix Asphalt Patching (1st Core)	$ 1,000.00	FIRST
Hot Mix Asphalt Patching (2 or More)	$ 500.00	EACH AFTER
Wildcat DCP Equipment	$ 750.00	DAY
Wildcat DCP Tip	$ 20.00	EACH
Survey Equipment (Tripod, Level, Rod)	$ 150.00	DAY
Survey Equipment (Liquid Level)	$ 150.00	DAY
Percolation Equipment	$ 200.00	DAY
Hand Auger	$ 200.00	DAY
Backfill	$ 8.00	BAG
Steel Liners (MCAL)	$ 10.00	EACH
Nuclear Density Test	$ 10.00	EACH
Concrete Equipment	$ 65.00	PER POUR
CLASSIFICATION TESTING		
#200 Wash	$ 120.00	ASTM D1140
Grain Size Analysis to #200 (Sieve Analysis)	$ 160.00	ASTM D6913
Mass Grain Size (Scour)	$ 2,200.00	ASTM D6913
Grain Size with Hydrometer	$ 245.00	ASTM D6913, D7928
Grain Size Analysis	$ 210.00	CTM 202
Hydrometer Analysis	$ 210.00	ASTM D7928
Moisture & Density	$ 80.00	ASTM D2216, D7263
Moisture Content	$ 55.00	ASTM D2216, CTM 226
Non-Plastic Index Result	$ 125.00	ASTM D4318
Plasticity Index	$ 260.00	ASTM D4318
Landscape Suitibility	$ 125.00	
STRENGTH TESTING		
California Impact	$ 350.00	CTM 216
Compaction Curve (4" Mold)	$ 455.00	ASTM D698/D1557
Compaction Curve (6" Mold)	$ 510.00	ASTM D698/D1557
Compaction Curve Checkpoint (4" Mold)	$ 125.00	ASTM D698/D1557
Compaction Curve Checkpoint (6" Mold)	$ 125.00	ASTM D698/D1557
Compression (Rock)	$ 275.00	ASTM 7012
Compressive Strength of Cylinders (6x12)	$ 40.00	ASTM C39
Compressive Strength of Cylinders (4x8)	$ 37.00	ASTM C39
Direct Shear (CD 3pt) Peak Only	$ 500.00	ASTM D3080
Point Load (Rock)	$ 65.00	ASTM D5731
R-Value	$ 450.00	ASTM D2844, CAL 301
Triaxial Shear-UU	$ 175.00	ASTM D2850
Triaxial Staged-UU	$ 290.00	ASTM D2850
Unconfined Compression (Rock)	$ 230.00	ASTM D7012
Unconfined Compression (Soil)	$ 180.00	ASTM D2166
CONSOLIDATION & EXPANSION		
1-D Consolidation	$ 400.00	ASTM D2435
1-D Consolidation (Time Rate) / Per Point	$ 100.00	ASTM D2435
Expansion Index	$ 275.00	ASTM D4829
CORROSIVITY TESTING		
pH, Resistivity, Sulfate, and Chloride Content	$ 240.00	CTM 417,422,643
pH, Resistivity, Sulfate, Chloride, and Redox Potential	$ 350.00	CTM 417,422,643 and ASTM G200M
PAVEMENT TESTING		
Asphalt Ignition Calibration	$ 460.00	CTM 382
Percent Asphalt Ignition Oven	$ 150.00	CTM 382
Sand Equivalent	$ 135.00	CTM 217
Stabilometer Value	$ 225.00	CTM 366
Theoretical Max Specific Gravity/Density	$ 225.00	CTM 309
Mix Design	$ 2,000.00	ASTM 1557 and ASTM D1633
SEISMIC ANALYSIS		
EZ Frisk Software Use	$ 1,500.00	PER PROJECT

Rates are subject to a five percent (5%) annual escalation effective December 31, 2023.

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services
Sacramento | Modesto | Pleasanton | Rocklin | Ukiah

Project Name: **SR-162 ATP Pedestrian Safety and Mobility Improvement Project**
Description: **COMET Services During Construction**
County / City: *City of Oroville, CA*

Proposal Date: **April 18, 2023**

GEOTECHNICAL ENGINEERING SERVICES - COST PROPOSAL

TASK	CLASSIFICATION / SERVICES	HOURS / QUANTITY		RATE	UNIT	MULT		SUBTOTAL	TOTAL
TASK No. 1 - Coordination, Field Preparation									
	Principal	2	$	250.00	Hour	1	$	500.00	
	Senior Project Manager	0	$	210.00	Hour	1	$	-	
	Project Manager	18	$	190.00	Hour	1	$	3,420.00	
	Senior Engineer	0	$	170.00	Hour	1	$	-	
	Project Engineer II	6	$	150.00	Hour	1	$	900.00	
	Project Engineer I	0	$	140.00	Hour	1	$	-	
	Staff Engineer	0	$	135.00	Hour	1	$	-	
	Administrative Assistant	4	$	110.00	Hour	1	$	440.00	
	Field Technician (Prevailing Wage) **	0	$	147.00	Hour	1	$	-	
	Concrete Technician (Prevailing Wage) **	0	$	140.00	Hour	1	$	-	
	Laborer Technician (Prevailing Wage) **	0	$	120.00	Hour	1	$	-	
									$ 5,260
TASK No. 2 - Field Compaction Testing (Soil, AB and HMA): *assumes 18 visits - 8 hours per visit*									
	Principal	9	$	250.00	Hour	1	$	2,250.00	
	Project Manager	18	$	190.00	Test	1	$	3,420.00	
	Soils Technician (Prevailing Wage)	207	$	147.00	Test	1	$	30,429.00	
	Staff Engineer	18	$	135.00	Test	1	$	2,430.00	
	Mileage	3120	$	0.70	Mile	1	$	2,184.00	
	Nuclear Density Test	100	$	10.00	Each	1	$	1,000.00	
									$ 41,713
TASK No. 3 - Concrete Testing: *assumes 8 visits - 8 hours per visit plus pick up*									
	Principal	4	$	250.00	Hour	1	$	1,000.00	
	Project Manager	8	$	190.00	Hour	1	$	1,520.00	
	Concrete Technician (Prevailing Wage) **	64	$	140.00	Hour	1	$	8,960.00	
	Staff Engineer	64	$	135.00	Hour	1	$	8,640.00	
	Concrete Equipment	8	$	65.00	Per Pour	1	$	520.00	
	Mileage	3328	$	0.70	Mile	1	$	2,329.60	
									$ 22,970
TASK No. 4 - Welding Inspection: *assumes 1 visits - 5 hours per visit*									
	Project Manager	2	$	190.00	Hour	1	$	380.00	
	Technician (Prevailing Wage) **	5	$	150.00	Hour	1	$	750.00	
	Staff Engineer	4	$	135.00	Hour	1	$	540.00	
	Mileage	208	$	0.70	Mile	1	$	145.60	
									$ 1,816
TASK No. 5 - Bolting Inspection: *assumes 2 visits - 5 hours per visit*									
	Project Manager	2	$	190.00	Hour	1	$	380.00	
	Technician (Prevailing Wage) **	10	$	150.00	Hour	1	$	1,500.00	
	Staff Engineer	8	$	135.00	Hour	1	$	1,080.00	
	Mileage	416	$	0.70	Mile	1	$	291.20	
									$ 3,251
TASK No. 6 - Fabric Installation: *assumes 1 visit - 4 hours per visit*									
	Project Manager	4	$	190.00	Test	1	$	760.00	
	Project Engineer I	8	$	140.00	Hour	1	$	1,120.00	
	Mileage	208	$	0.70	Mile	1	$	145.60	
									$ 2,026
TASK No. 7 - Laboratory Testing									
	Staff Engineer	9	$	135.00	Hour	1	$	1,215.00	
	California Impact (CT 216)	6	$	350.00	Test	1	$	2,100.00	
	Compressive Strength of Cylinders (4x8)	40	$	37.00	Test	1	$	1,480.00	
	Grain Size Analysis	1	$	160.00	Test	1	$	160.00	
	Percent Asphalt Ignition Oven	1	$	150.00	Test	1	$	150.00	
	Asphalt Ignition Calibration	1	$	460.00	Test	1	$	460.00	
	Theoretical Max Specific Gravity	5	$	225.00	Test	1	$	1,125.00	
			$	260.00					$ 6,690
TASK No. 8 - Daily Field Reports									
	Principal	5	$	250.00	Hour	1	$	1,250.00	
	Project Manager	30	$	190.00	Hour	1	$	5,700.00	
	Staff Engineer	11	$	135.00	Hour	1	$	1,485.00	
									$ 8,435
							CRAWFORD & ASSOCIATES TOTAL		$ 92,160

** Overtime and Graveyard Charges May Apply*

Crawford & Associates, Inc.
Geotechnical Engineering, Design and Construction Services

Corporate Office: 4701 Freeport Blvd., Sacramento, CA 95822 - (916) 455-4225
Modesto: 1165 Scenic Drive, Suite B, Modesto, CA 95350 - (209) 312-7668
Pleasanton: 6200 Stoneridge Mall Road, Suite 330, Pleasanton, CA 94588 - (925) 401-3515
Rocklin: 4220 Rocklin Road, Suite 1, Rocklin, CA 95677 - (916) 455-4225
Ukiah: 100 North Pine Street, Ukiah, CA 95482 - (707) 240-4400

2023 STANDARD FEE SCHEDULE

PROFESSIONAL TITLE	RATE
Principal	$ 250.00
Senior Project Manager	$ 210.00
Project Manager	$ 190.00
Senior Geologist / Environmental	$ 170.00
Senior Engineer	$ 170.00
Project Engineer II	$ 150.00
Project Engineer I	$ 140.00
Staff Engineer	$ 135.00
Administrative Assistant	$ 110.00

PREVAILING WAGE CLASSIFICATIONS **	RATE
Field Technician **	$ 147.00
Concrete Technician **	$ 140.00
Laborer Technician **	$ 120.00

WORKING HOURS AND PREMIUM TIME	
A Regular Workday is the first 8 hours between 6:00am to 6:00pm, Monday through Friday.	
Overtime: Weekdays & Saturdays (first 8 hours)	1.5 x Hourly Rate
Overtime: Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x Hourly Rate
Overtime: Sundays (over 8 hours) and Holidays	3 x Hourly Rate
Night Shift: Work performed between 2:00 am and 4:00 am	15% / Hour Addt'l to Hourly Rate

REIMBURSABLES	
Mileage	$ 0.70 / Mile
Outside Costs	15% Markup
Permit Fees (City/County)	15% Markup
Per Diem (Lodging & Meals)	County Rate
Rush Testing	50% Markup

CONSTRUCTION/EQUIPMENT	RATE	DETAIL
Traffic Control (Major)	$ 2,500.00	DAY
Traffic Control (Minor)	$ 700.00	DAY
Seismic Refraction (12 Channel)	$ 1,300.00	DAY
Core Machine with Generator	$ 2,600.00	DAY
Core Machine Bit	$ 3.00	INCH
Core Box	$ 17.25	EACH
Hot Mix Asphalt Patching (1st Core)	$ 1,000.00	FIRST
Hot Mix Asphalt Patching (2 or More)	$ 500.00	EACH AFTER
Wildcat DCP Equipment	$ 750.00	DAY
Wildcat DCP Tip	$ 20.00	EACH
Survey Equipment (Tripod, Level, Rod)	$ 150.00	DAY
Survey Equipment (Liquid Level)	$ 150.00	DAY
Percolation Equipment	$ 200.00	DAY
Hand Auger	$ 200.00	DAY
Backfill	$ 8.00	BAG
Steel Liners (MCAL)	$ 10.00	EACH
Nuclear Density Test	$ 10.00	EACH
Concrete Equipment	$ 65.00	PER POUR
CLASSIFICATION TESTING		
#200 Wash	$ 120.00	ASTM D1140
Grain Size Analysis to #200 (Sieve Analysis)	$ 160.00	ASTM D6913
Mass Grain Size (Scour)	$ 2,200.00	ASTM D6913
Grain Size with Hydrometer	$ 245.00	ASTM D6913, D7928
Grain Size Analysis	$ 210.00	CTM 202
Hydrometer Analysis	$ 210.00	ASTM D7928
Moisture & Density	$ 80.00	ASTM D2216, D7263
Moisture Content	$ 55.00	ASTM D2216, CTM 226
Non-Plastic Index Result	$ 125.00	ASTM D4318
Plasticity Index	$ 260.00	ASTM D4318
Landscape Suitibility	$ 125.00	
STRENGTH TESTING		
California Impact	$ 350.00	CTM 216
Compaction Curve (4" Mold)	$ 455.00	ASTM D698/D1557
Compaction Curve (6" Mold)	$ 510.00	ASTM D698/D1557
Compaction Curve Checkpoint (4" Mold)	$ 125.00	ASTM D698/D1557
Compaction Curve Checkpoint (6" Mold)	$ 125.00	ASTM D698/D1557
Compression (Rock)	$ 275.00	ASTM 7012
Compressive Strength of Cylinders (6x12)	$ 40.00	ASTM C39
Compressive Strength of Cylinders (4x8)	$ 37.00	ASTM C39
Direct Shear (CD 3pt) Peak Only	$ 500.00	ASTM D3080
Point Load (Rock)	$ 65.00	ASTM D5731
R-Value	$ 450.00	ASTM D2844, CAL 301
Triaxial Shear-UU	$ 175.00	ASTM D2850
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EZ Frisk Software Use	$ 1,500.00	PER PROJECT

Rates are subject to a five percent (5%) annual escalation effective December 31, 2023.

Ghirardelli
ASSOCIATES

110 Blue Ravine Rd., Suite 150
Folsom, CA 95630

916-223-5591

ghirardelliassoc.com

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR**

RE: **SANK PARK PERIMETER FENCE AWARD OF CONTRACT TO PISOR FENCE DIVISION, INC.**

DATE: **JUNE 20, 2023**

SUMMARY

The City Council may review and consider awarding a contract to Pisor Fence Division, Inc. as lowest responsible bidder to fabricate and install a new fence and gates around the perimeter of Sank Park.

DISCUSSION

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

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

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

The intent of the new fence is to prevent further vandalism of the historic home and park grounds during the evening hours and preserve the historic character of the home. On March 21, 2023, the City Council also requested staff to allocate funds

towards the address the exterior lighting around the park to further prevent vandalism. This is in progress with the Construction Management consultants.

A Request for Proposal (RFP) was published, and a mandatory job walk was held on April 25, 2023. In an attempt to save costs, the city staff will be completing the demolition of the existing fence. Staff received four proposals with the low bidder's proposal being fully responsive and proposing prefabricated fence panels.

Bidder Name	Total Bid Amount	10% Contingency	Project Total
A. Pisor Fence Division Inc.	$449,900.00	$44,990.00	$494,890.00
B. Rock Creek Construction	$551,740.00	$55,174.00	$606,914.00
C. Golden Bay Fence	$588,145.00	$58,814.50	$646,959.50
D. CO-T Construction	$596,165.00	$59,616.50	$655,781.50

FISCAL IMPACT

A California Department of Parks & Recreation Per Capita allocation of $177,952.00 will be used to cover a portion of the project. The cost of $316,938 will be expended from the Capital Projects & Improvements Fund 302-7311-6110 (as opposed to - from Fund Balance)

RECOMMENDATION

1. Approve Res. No. 9144 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH PISOR FENCE DIVISION, INC. AUTHORIZING PISOR FENCE DIVISION, INC TO COMPLETE THE PROPOSED FABRICATION AND INSTALLATION OF A NEW PERIMETER FENCE AROUND SANK PARK IN THE AMOUNT OF $499,900.00 AND A 10% CONTINGENCY IN THE AMOUNT OF $49,990.00 SHOULD ANY DEFICIENCIES BE DISCOVERED DURING THE PROJECT; and

2. Authorize and direct staff to sign and accept the proposal from Pisor Fence Division, Inc., authorizing the proposed fabrication and installation of a new perimeter fence around Sank Park, in the amount of $449,990.00 (base bid) and a 10% contingency in the amount of $44,990.00 should any deficiencies be discovered during the project, for a total of $494,890.00.

ATTACHMENTS

- Resolution No. 9144
- Agreement No. 3432
- Sank Park Fence Summary of Proposals Received
- Bid A – Pisor Fence Division, Inc.

CITY OF OROVILLE
RESOLUTION NO. 9144

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH PISOR FENCE DIVISION, INC. AUTHORIZING PISOR FENCE DIVISION, INC TO COMPLETE THE PROPOSED FABRICATION AND INSTALLATION OF A NEW PERIMETER FENCE AROUND SANK PARK IN THE AMOUNT OF $499,900.00 AND A 10% CONTINGENCY IN THE AMOUNT OF $49,990.00 SHOULD ANY DEFICIENCIES BE DISCOVERED DURING THE PROJECT.

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

1. The Mayor is hereby authorized and directed to sign and accept the proposal from Pisor Fence Division, Inc., authorizing the proposed fabrication and installation of a new perimeter fence around Sank Park, in the amount of $449,990.00 (base bid) and a 10% contingency in the amount of $44,990.00 should any deficiencies be discovered during the project, for a total of $494,890.00.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on June 20, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this 20th day of JUNE 2023, by and between City of Oroville (referred to herein as the "Owner" or the "City") and Pisor Fence Division, Inc. (the "Contractor").

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

1) THE CONTRACT DOCUMENTS.

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

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

2) THE WORK.

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

SANK PARK FENCING PROJECT
COMMUNITY DEVELOPMENT DEPARTMENT

3) CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: $449,990.00. In no event shall Contractor's compensation exceed the amount of $449,990.00 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

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

4) DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

5) PAYMENT.

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

Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6) TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 180 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7) EXTENSION OF TIME.

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

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Five Hundred Dollars ($500.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8) LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9) CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

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

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

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause

set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of $3,000 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

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

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

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

10) NONDISCRIMINATION.

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

11) DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

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

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only

for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12) CIVIL RIGHTS.

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

13) SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

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

14) INFORMATION AND REPORTS.

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

15) SANCTIONS FOR NONCOMPLIANCE.

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

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

16) INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of

the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

17) RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18) BREACH OF CONTRACT TERMS.

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

19) TERMINATION OF CONTRACT BY CITY

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

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

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

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

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

20) INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of

directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21) CONTRACTOR CLAIMS OF $375,000 OR LESS.

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

22) LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

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

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

23) ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

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

24) ENERGY CONSERVATION REQUIREMENTS

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

25) ATTACHMENTS

1) **Notice Inviting Bids**
2) **Contractor's Bid**
3) **Bidder's Bond**
4) **Addendum No. 1**
5) **Addendum No. 2**
6) **Addendum No. 3**

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed on the day and year first herein written.

AGENCY: City of Oroville, A Municipal Corporation (First Party)

By: _____
Mayor, David Pittman

CONTRACTOR: Pisor Fence Division, Inc. (Second Party)

By: _____
(Authorized Representative) (Sign, Print Name and Official Title)

APPROVED AS TO FORM:

By: _____
City Attorney, Scott Huber

ATTEST:

By: _____
City Clerk, Brian Ring

CITY OF OROVILLE
BID SUMMARY

PROJECT: RFP #2023-0407 - SANK PARK FENCE PROJECT – Bid ID: 171471

OPENING DATE: 05/24/2023 TIME: **4:00 p.m.**

City Hall, Front Lobby (opening & announcement in City Council Chambers)
1735 Montgomery Street
Oroville, CA 95965

ATTENDANCE FOR BID OPENING: Dawn Nevers and Noelle Snow

Bidder Name/Address and Phone	Base Bid Amount	Additive Alternatives	Total Base Bid + Additive Alternatives
Pisor Fence Division Inc.	449,900	Ø	449,900
CO-T construction	596,165	Ø	596,165
Rock Creek Construction	551,740	52,800 Deduct	
Golden Bay Fence	588,145	Ø	588,145

SECTION 00 41 00
BID PROPOSAL

PROJECT: **SANK PARK FENCING PROJECT**

Bidder Name	Pisor Fence Division Inc.
Bidder Representative(s)	Jeremiah Alexander - Senior Estimator Name and Title John Sears - Secretary & Controller Name and Title
Contact Information	Email jalexander@pisorfence.net Phone: (916) 560 - 3835 Email jsears@pisorfence.net Phone: (916) 726 - 1173
Mailing Address	P.O. Box 7213 Address Citrus Heights CA. 95621 City/State/Zip Code
California Contractors License NO.	316128 Number B, C-13, C61/D28, C23, C51 Exp. 12/31/2023 Classification(s) and Expiration Date

1. Bid Proposal

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **SANK PARK FENCING PROJECY** for the sum of: $ 449,900.00
Four hundred forty nine thousand nine hundred Dollars + no Cents

$ | | , | 4 | 4 | 9 | , | 9 | 0 | 0 | | . | 0 | 0 |

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

Addenda No: 1 - 4 received, acknowledged and incorporated into this Bid Proposal

JS **(initial)**

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

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

☑ **Bid Proposal**	☐ **Performance Bond**
☐ **Alternate Bid Items Proposal Form**	☐ **Labor and Material Bond**
☐ **Non-Collusion Affidavit**	☐ **Certificate of Workers Compensation**
☐ **Subcontractors List**	☐ **Drug-Free Workplace Certification**
☐ **Statement of Qualifications**	☐ **Guarantee Form**
☐ **Bid Bond**	☐ **Verification of Certified Payroll.**
☐ **ACKNOWLEDGMENT OF ADDENDA- Submit Addendum acknowledgment page with signature per each addendum distributed by the client.**	

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

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the Client the Agreement in the form attached hereto within Fifteen (15) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the Client, the Bidder awarded the Contract shall deliver to the Client: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the Client's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the Client may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.

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

5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the Client is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding

attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the Client. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents

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

John Sears
(Typed or Printed Name)

Title: Secretary

[END OF SECTION]

SECTION 00 43 23
ALTERNATE BID ITEMS PROPOSAL FORM

Bidder Name: Pisor Fence

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

Alternate Bid Item No.1. **N/A** There are no alternate bid items for this project.

☐ Add to Base Bid Proposal Amount

$ ____ , ____ , ____ . ____

_____ Dollars

(in words; printed or typed)

Dated: 5/12/23

By: _____

(Signature of Bidder's Authorized officer or Representative)

John Sears

(Typed or Printed Name)

Title: Secretary

[END OF SECTION]

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: 439554

CONTRACTOR:
(Name, legal status and address)

Pisor Fence Division, Inc.
7850 Antelope N Rd
Antelope , CA 95843

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

City of Oroville
1735 Montgomery Street,
Oroville, CA 95965

BOND AMOUNT: Ten Percent of Bid Amount
10 %

PROJECT:
(Name, location or address, and Project number, if any)
Bid Number: 2023-0407 - FURNISH & INSTALL FENCE & GATES WITH FLATWORK

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May, 2023

Pisor Fence Division, Inc.

(Witness) _____ (Principal) _____ (Seal)

(Title) Secretary

Kristin Snelling

(Witness) Kristin Snelling

Merchants Bonding Company (Mutual)

(Surety) _____ (Seal)

(Title) Michael R Snelling Attorney-in-Fact

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

Bond #: 439554

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Michael R Snelling

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of May , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of May , 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of May , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

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SECTION 00 43 36
SUBCONTRACTORS LIST

Project: **SANK PARK FENCING PROJECT**
Name of Bidder: Pisor Fence
Authorized Signature: _____

(A) Licensed Name of Subcontractor	(B) Subcontractor office, Mill or Shop Address	(C) Subcontractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.	(F) Subcontractor DIR Registration
Rhino Engineering	2633 Morrene Drive Placerville, CA. 95667	Concrete	925075	1000994259
F3 & Associates	701 East H St Benicia, CA. 94510	Survey	LS6608	1000010171
National Construction Rentals	San Leandro	Temp Fencing	687160	1000003956

Attach additional page(s) as required.

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SECTION 00 45 13
STATEMENT OF QUALIFICATIONS

Project: **SANK PARK FENCING PROJECT**

1. Bidder Information Bidder Information.

1.1. Contact Information

Mailing Address	Street PO Box 7213 City, State, Zip Code Citrus Heights CA 95621
Physical Location	Street 7850 Antelope North Rd City, State, Zip Code Antelope CA 95843
Telephone/Fax	Telephone: 916-726-1172 Fax:

1.2. Bidder Contacts.

Name/Title	Jeremiah Alexander
Contact Information	Telephone 916-726-1172 Email jalexander@pisafence.net

1.3. California Contractors License.

License Number(s)	376128
Classification(s)	B, C-13
Managing Employee or Officer	James Dale
Expiration Date(s)	12/31/23

1.4. Bidder Form of Entity.

☒ Corporation ☐ General Partnership ☐ Limited Partnership
☐ Limited Liability Company ☐ Limited Liability Partnership ☐ Joint Venture
☐ Sole Proprietorship

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

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
(2020)2019/2020	14,301,000		85,000	1,642,000
(2021)2020/2021	20,118,000		100,000	2,229,000
(2022)2021/2022	21,244,000		109,000	2,149,000

This information Response - Not Needed Due to Bonding Letter & Equipment List Provided

Email

$ Per

[CONTINUED NEXT PAGE]

3. References.

DSA Project Inspectors			
Firm Name	Address	Telephone No.	Contact Name
Owners (Commercial Projects or Municipality Clients preferred)			
Owner Name	Address	Telephone No.	Contact Name
Architects (Commercial Projects or Municipality Clients preferred)			
Architect Firm Name & Architect Firm Contact Name	Address	Telephone No.	Contact Name

[CONTINUED NEXT PAGE]

4. Insurance.

Commercial General Liability Insurance	Insurer: _____ Policy No. _____ Broker _____
Commercial General Liability Insurance Broker	(Contact Name) _____ _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)
Bid, Performance and Labor & Materials Payment Bond Surety	Surety: Hub Insurance Services Surety Broker Micheal Shelling _____ 916-480-4135 (Surety Broker Contact Name) _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)
Workers Compensation Insurance	Insurer: _____ Policy No. _____ Broker _____

Workers Compensation Insurance Broker (cont)	(Contact Name) _____ _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)

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

5.1. Bidder possesses a valid and currently in good standing California Contractors' license for the Classification(s) of Contractors' License required by the Call for Bids.
X Yes __ No (Not Qualified)

5.2. Bidder is currently a DIR Registered Contractor?
X Yes __ No (Not Qualified)

5.3. Bidder has a current commercial general liability insurance policy with coverage limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.
X Yes __ No (Not Qualified)

5.4. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
X Yes __ No (Not Qualified)
__ Bidder is exempt from this requirement, because it has no employees

5.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.
__ Yes (Not Qualified) X No

5.6. A public agency, within the past five (5) years, has conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a "responsible" bidder for a public works project or a public works contract.
__ Yes (Not Qualified) X No

5.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
__ Yes (Not Qualified) X No

5.8. During the past five (5) years a Surety has completed any project or the Bidder's obligations under a construction contract.
__ Yes (Not Qualified) X No

5.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.
__ Yes (Not Qualified) X No

5.10. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.
__ Yes (Not Qualified) __ No

5.11. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.
__ Yes (Not Qualified) X No

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

6.1. Within the past two (2) years has your organization performed renovations or new construction in line and consistent to the proposed project.
X Yes ___ No
If yes, number of such projects:
41

If yes, was your organization the Prime contractor or a subcontractor?
23 Prime Contractor
18 Subcontractor

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

6.2. Has a complaint ever been filed against your organization's California Contractors' License with the California Contractors' State License Board?
__ Yes X No

Yes:	0 points
No:	10 points

6.3. Has your organization ever been asked to be relieved of or refused to sign a contract for construction services awarded to it?
__ Yes X No

Yes:	0 points
No:	5 points

6.4. Has your organization ever failed to complete a construction contract?
__ Yes X No

Yes:	0 points
No:	10 points

6.5. Has your organization ever been declared in default of a construction contract?
__ Yes X No

Yes:	0 points
No:	10 points

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

__ Yes __X__ No
Yes: 0 points
No: 10 points

6.7. Has your organization ever been assessed and paid liquidated damages under a construction contract with either a public or private owner?
__ Yes __X__ No
Yes: 0 points
No: 10 points

6.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?
__ Yes __X__ No
Yes: 0 points
No: 10 points

6.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?
__ Yes __X__ No
Yes: 0 points
No: 5 points

6.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?
__ Yes __X__ No
If yes, on how many occasions? _____
No occasions - 10 points
1 occasion - 3 points
More than 1 occasion - 0 points

6.11. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?
__ Yes __X__ No
If yes, on how many occasions? _____
No occasions 10 points
1 occasion 3 points
More than 1 occasion 0 points

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

7.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?
__ Yes __X__ No
1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points

7.2. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?
__ Yes __X__ No
1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points

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

X Yes ___ No

1 or less occasion -	5 points
2 occasions -	3 points
More than 2 occasions -	0 points

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

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

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

Current year: 92
Previous year: 64
Year prior to previous year: 98
3-year Average: 85

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

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

__ Yes X No

2 or less occasions	5 points
3 occasions	3 points
More than 3 occasions	0 points

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

___ Yes X No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): _____

2 or less occasions	5 points
3 occasions	3 points
More than 3 occasions	0 points

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

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

__ Yes X No

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

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project, excluding claims for personal injury?
__ Yes X No

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

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

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

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

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

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

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

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

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

8.7. At any time during the past five (5) years, has any surety company made any payments

on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

____ Yes ___X__ No

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

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

____ Yes ___X__ No

8.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

____Yes ___X__ No

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

8.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

____Yes ___X__ No

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

8.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?

____Yes ___X__ No

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

[CONTINUED NEXT PAGE]

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

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

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

Project Name	Multiple Projects
Project Owner; Contact Information	Davis Joint Unified School District
Project Scope	Flatwork & Fencing - See Attached Letter of Recommendation
Original Contract Duration	
Actual Project Completion Duration	Denise Brogan - 530-757-5385 x 103
Original Contract Price	
Final Adjusted Contract Price	
Project Name	Multiple Projects
Project Owner; Contact Information	Twin Rivers Joint Unified School District
Project Scope	PM - Graystone West
Original Contract Duration	Chriz Zunino - 707-483-0965
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	
Project Name	
Project Owner; Contact Information	
Project Scope	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

[CONTINUED NEXT PAGE]

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

    Over 200 Currently - See Attached

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

Executed this 23rd day of May 2023 at Antelope, California (City and State).

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

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

John Sam
(Typed or Printed Name)

Title: Secretary

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT

PROJECT: **SANK PARK FENCING PROJECT**

The undersigned declares:

I am Secretary,

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

of Pixor Fence

(Insert name of bidder)

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

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

Executed this 12th day of May, 2023 at Antelope Sacramento County California

(City, County and State)

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

Signature

John Sears

Name Printed

City of Oroville
RFP Amendment #1
Sank Park Remodel

Bid Due Date: 05/09/2023 – 4:00 p.m.

AMENDMENT NUMBER 1 TO THE REQUEST FOR PROPOSALS ("RFP")
FOR CITY OF OROVILLE SANK PARK FENCING PROJECT ("PROJECT")
Amendment Date: May 1, 2023

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS ("RFP") for the design and construction of the Community Action Agency of Butte County's Food Bank Remodel ("Project") as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.

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

Except as described below, the Request for Proposal for the Community Action Agency of Butte County INC. Project remains unchanged. The RFP is modified and/or clarified, as follows:

See attachments A for sign-in sheets.
A reminder that the City of Oroville is requesting for all questions regarding the project to be submitted via the formal RFI document included in the RFP. The last day for RFI submittals is no latter than **Tuesday May 2nd, 2023**. RFP Submittal will be due **May 09, 2023 BY 4:00PM.**

RFI QUESTION: What are the accepted license types for the project?

RESPONSE: *California License: A/B/C13*

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

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

Company Name Pisor Fence

Contact Person John Seay

Signature

Date 5/23/23

Nick Trover
Trover Construction Project Management

Dawn Nevers
Assistant Community Development Director-City of Oroville

City of Oroville
RFP Amendment #4
Sank Park Remodel

REVISED Bid Due Date: 05/24/2023 – 4:00 p.m.

Company Name Pacific Fence

Contact Person John Sears

Signature

Date 5/23/23

Nick Trover
Trover Construction Project Management

Dawn Nevers
Assistant Community Development Director-City of Oroville

e. **AWATING CLARIFICATION ON DESIGN. THIS QUESTION PROMPTS THE PUSHBACK OF SUBMITTAL DATE TO MONDAY MAY 15, 2023**
f. **Please provide as an alternative. A specification will be provided with forthcoming ADDENDUM 3**

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals ("RFP") for the City of Oroville Sank Park Fencing Project, please contact Nick Trover at nicktrover@trovercpm.com, Derec Flowers at dmflowers@trovercpm.com, or Dawn Nevers at Dnevers@cityoforoville.org

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

Company Name Pony Fence

Contact Person John Sears

Signature

Date 5/23/23

Nick Trover
Trover Construction Project Management

Dawn Nevers
Assistant Community Development Director-City of Oroville

8. **RFI QUESTION:** City will provide Arborist for monitoring existing trees.-
8. **RESPONSE:** ***Confirmed. City of Oroville will provide arborist for monitoring of existing trees.***

9. **RFI QUESTION:** Sidewalk and parking may be taken out of service while project work is ongoing.
9. **RESPONSE:** ***Confirmed. Sidewalk and parking may be taken out of service while project is underway. On-site residential dwelling will need access maintained. Access can be modified as needed to meet construction needs. Arrangements to be made between Contractor/City of Oroville/and Tennant. Please refer to ATTACHMENT C for locations of acceptable locations for laydown yard.***

If Respondent's need further directions regarding the Amendment #3 to the Request for Proposals ("RFP") for the City of Oroville Sank Park Fencing Project, please contact Nick Trover at nicktrover@trovercpm.com, Derec Flowers at dmflowers@trovercpm.com, or Dawn Nevers at Dnevers@cityoforoville.org

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

Company Name Pixley Fence

Contact Person John Sousa

Signature

Date 5/23/23

Nick Trover
Trover Construction Project Management

Dawn Nevers
Assistant Community Development Director-City of Oroville

DJUSD
DAVIS JOINT UNIFIED
SCHOOL DISTRICT

1919 Fifth Street ◆ Davis, CA 95616 ◆ (530) 757-5385 ◆ www.djusd.net

7/3/2020

To Whom it May Concern:

I am pleased to recommend the services of Pisor Fence Division, Inc. for any fencing projects. I worked with Pisor on a security project that involved installing a temporary fence, immediately. They were able to provide the fencing and had it installed the next day. The coordination and communication provided by Pisor allowed District staff to feel safe once the temporary fence was installed.

Throughout the project to install the permanent fence, several options were offered during the walk-through to ensure special safety measures were followed. Although a District decision was made for a 40ft rolling gate, it was later found to be too heavy for some staff to have to close-up in the evening. Pisor's estimator, Jeremiah Alexander suggested an alternative to replace it with a 20ft rolling gate and the other half of the gate would be a swing gate. Once approved, this was put into action and the gate is now much more manageable.

Pisor Fence Division, Inc. also installed security fencing at certain elementary schools throughout Davis Joint USD. The fencing has been well received by staff and the general public.

Please feel free to contact me at any time to discuss the attributes of Pisor Fence Division, Inc. I feel confident in their ability to meet and exceed your expectations.

Sincerely,

Denise Brogan

Denise Brogan | Director of Maintenance & Operations
Davis Joint Unified School District
1919 5th Street | Davis, CA 95616

JOB #	DATE	CONTRACTOR	JOB NAME
6915	11/02/17	CLARK/SULLIVAN/BROWARD BLDRS	CRESENT CITY CHP
6986	04/24/18	GRANITE	NORTH FREMONT BIKE AND PEDESTRIAN ACCESS
7057	08/17/18	GHILOTTI	FACEBOOK BRIDGE MPK-22 PARK PHASE 3 (BRIDGE)
7140	04/02/19	NORDIC INDUSTRIES	REACH H
7181	06/27/19	MARTIN GENERAL ENGINEERING	MARIPOSA AVENUE SAFE ROUTES TO SCHOOL PS 3
7185	06/27/19	LATHROP CONST	JOHN MUIR ES INC 1&2
7197	07/17/19	AI-US PRESS	4122
7245	10/16/19	MARK III CONST	ALLISON PARKWAY
7262	11/22/19	AI	AI
7273	01/08/20	W.M. LYLES CO	PLEASANT GROVE WWTP EXPANSION PROJECT
7274	01/07/20	W.M. LYLES CO	PLEASANT GROVE WWTP ENERGY RECOVERY PROJECT
7325	12/03/20	CARTER KELLY, INC.	MARSHALL MEDICAL-FOOD SERVICE-FILL-UP
7337		B&M BUILDERS AT THE STRAND	TEMP GATE AT CONSTRUCTION YARD
7338	06/30/20	AUBURN CONSRUCTORS	WEST SIDE TANKS & PUMP STATION
7343	05/28/20	HUNT CONST GROUP	UC DAVIS STUDENT ATHLETE PERFORMANCE CENTER
7355		CARTER KELLY	UC DAVIS MED CTR H WING
7361	11/12/20	CLARK/SULLIVAN/BROWARD A JV	TRI-COUNTY JUVENILE REHABILITATION FACILITY
7406	11/10/20	STRONGHOLD ENGINEERING INC	SIERRA COLLEGE ROCKLIN CAMPUS
7431	12/07/20	MARQUES PIPELINE, INC	MONTELENA PHASE 1 PUBLIC IMPROVEMENTS
7434	12/14/20	GRANITE CONSTRUCTION COMPANY	SAC COSUMNES CMGC MAIN CONT CDOT# 03-0F2804
7435	12/14/20	OVERAA	BAY POINT FIRE STATION #86
7438	12/15/20	GOODFELLOW BROS	WHITE ROCK ROAD CAPITAL SOUTHEAST CONNECTOR SEGMENT D3(A)
7442	04/06/21	NORDIC INDUSTRIES	AMERICAN RIVER COMMON FEATURES SAC RIVER EAST LEVEE
7443	12/13/21	DAVIS JUSD	HOLMES JUNIOR HIGH
7444	03/24/21	GSE CONSTRUCTION CO.,INC.	SASD SAILOR BAR PUMP STATION REHABILITATION PROJECT
7447	01/18/21	DESILVA GATES-WALERGA ROAD PFE - VOID	GREENBRIAR LAKES PUMP STATION - VOID
7454	03/09/21	TURNER CONSTRUCTION	UHS MADERA BEHAVIORAL HEALTH
7460	02/08/21	DESILVA GATES - VOID	GREENBRIAR AG WELL PUMP STATION - VOID
7466	05/04/21	ABIDE BLDRS	NP3 ELEMENTARY SITE WORK
7471	09/02/21	ARDENT GENERAL	FIREBAUGH FIRE STATION
7474	03/16/21	AECOM/ W.G. YATES A JOINT VENTURE	WILTON RANCHERIA RESORT CASINO & SITE WORK
7480	06/22/21	SYBLON REID	SRD CAW COTTAGE WAY PH 2
7482	07/02/21	LANDMARK CONSTRUCTION	WILLETT ES GATE
7483	07/02/21	LANDMARK CONSTRUCTION	DJUSD NEW MPR @ CESAR CHAVEZ ES
7490	08/03/21	DESILVA GATES CONST, LP	CANYON ESTATES
7491	04/16/21	GHILOTTI CONSTRUCTION	LAGOON VALLEY OFFSITE IMPROVEMENTS
7499	04/28/21	T&S CONSTRUCTION	USDA FUNDED WATER SYSTEM IMP PROJECT (CLOCWD)
7504	05/06/21	AUBURN CONSTRUCTORS, LLC	SSWD WELL 79, VERNER/PANORAMA PUMP STATION EQUIPPING
7509	05/18/21	T&S CONSTRUCTION	KONOCTI WATER SYSTEM IMP
7515	10/15/21	KOCH & KOCH	LA VISTA TANK & BOOSTER PUMP STATION
7517	05/31/21	DESILVA GATES CONST, LP	CALTRANS RTE 99 LIVE OAK
7519	06/25/21	CITY OF WEST SACRAMENTO	RODEWAY INN
7521	07/27/21	WESTERN WATER FEATURES, INC.	MONTE VISTA HIGH SCHOOL
7523	10/26/21	SUFFOLK CONSTRUCTION COMPANY INC	SFO 060 AMAZON
7524	12/16/21	SUFFOLK CONSTRUCTION COMPANY INC	SFO 061 AMAZON
7535	07/02/21	REM CONSTRUCTION, INC.	CORPORATION YARD ADMIN BUILDING PROJECT
7536	01/04/21	SKANSKA	AWS AFO 069 AMAZON DATA SERVICES
7543		[illegible]	[illegible]
7544	10/21/21	OLTMANS CONSTRUCTION CO	BRIDGE POINT OAKLAND
7545	09/01/21	CITY OF RICHMOND	601 CANAL BLVD-PROPERTY ENCLOSURE FENCING WTP VEOLIA
7549	10/19/21	GRANITE CONSTRUCTION COMPANY	SAC SIERRA VISTA PH 2 BASELINE
7550	08/02/21	RE SMITH	AUBURN 2020 SLUDGE DEWATERING UPGRADES
7551	08/03/21	BROWARD BUILDERS	BRISTOW & ADAMS MIDDLE SCHOOLS
7555	08/11/21	XL CONSTRUCTION	UCDH HAS TENANT IMPROVEMENT
7557	08/18/21	ABIDE BLDRS,INC.	621 ORCHARD AVE SITEWORK
7558	08/24/21	PACIFIC INFRASTRUCTURE	LARKSPUR PUMP STATION IMPROVEMENTS PROJECT 14, 24 & 25
7559	09/29/21	MARINA LANDSCAPE INC	APOLINAR SANGALAND PARK
7561	09/01/21	OTTO CONSTRUCTION - VOID VOID	SOLANO TRANSPORTATION AUTHORITY OFFICE BUILDING
7563	11/23/21	DESILVA GATES CONSTRUCTION LP	RTE 162 PLACE RUBBERIZED HMA & ROADWAY
7565	11/02/21	XL CONSTRUCTION	NORTHPOINT ELEMENTARY SCHOOL
7566	09/14/21	MARINA LANDSCAPE INC	SIERRA COLLEGE TENNIS COURTS AND PARKING GARAGE LANDSCAPE IMP
7567	03/28/22	CLARK/SULLIVAN CONSTRUCTION	REX FORTUNE ELEMENTARY SCHOOL
7568		AI-PERLO	SAC 5 SORTATION
7569		[illegible]	[illegible]
7576	10/13/21	TEICHERT - VOID VOID	ARISTA DEL SOL PHASE 1 - VOID VOID
7580	10/08/21	DESILVA GATES	VINEYARD SPRINGS BASIN AT LAGUNA CREEK
7582		[illegible]	[illegible]
7583	10/28/21	BROWARD BUILDERS INC	MUTUAL HOUSING AT THE BOULEVARD
7585	10/22/21	LES SCHWAB TIRES	SONORA STORE 680
7586	10/22/21	CLYDE G STEAGALL	FRUITRIDGE VISTA WELL 14
7589		[illegible]	[illegible]
7590	01/27/22	ALTEN CONSTRUCTION, INC.	NVTA BUS MAINTENANCE FACILITY
7594	12/06/21	S&B ELECTRIC (STUDEBAKER BROWN ELECTRIC)	WESTMORE ES BUS CHARGING STATION
7600	12/30/21	LANDMARK CONSTRUCTION	SPRING LAKE ES
7602	01/06/22	TWIN RIVERS USD	RIO LINDA HIGH SCHOOL
7605	12/28/21	MARTIN GENERAL ENGINEERING, INC.	POWER INN RD IMPROVEMENT PROJECT CONTRACT NO. 4366
7606	12/29/21	SIERRA NATIONAL CONSTRUCTION	FOLSOM BLVD COMPLETE STREETS PHASE 1
7608		[illegible]	[illegible]
7609	01/07/22	F&H CONSTRUCTION	KIPP STOCKTON CHARTER SCHOOL PHASE II
7610	01/11/22	SAJSAL CORPORATION	SAN RAMON FIRE STATION #34 REMODEL
7618		[illegible]	[illegible]
7619	01/24/22	THE WHITING-TURNER CONTRACTING CO	AGGIE SQUARE PH 1 CORE & SHELL
7621	02/00/22	RANGER PIPELINES, INC	GROUNDWATER FLUSH TO WASTE
7625		[illegible]	VALENCIA
7627	03/11/22	MARQUES GENERAL ENGINEERING	RUSSELL RANCH SSPS
7628	04/00/22	BROWARD BUILDERS	RESIDENTIAL CENTER UKIAH
7629	03/01/22	SIGNATURE HOMES,INC	THE PLAZA AT BLUE OAKS
7630	03/10/22	ABIDE BUILDERS, INC.	WESTSIDE ELEMENTARY SCHOOL MISSION POSSIBLE PROJECT
7631	03/10/22	MIDSTATE CONSTRUCTION CORPORATION	TWIN RIVERS BLOCK C
7634	04/19/22	ARGONAUT CONSTRUCTORS	SANTA ROSA BUS & AUTO PARKING
7636		[illegible]	[illegible]
7637	04/01/22	TEICHERT CONSTRUCTION	POPPY KEYS SOUTHWEST PH 1-3 SOUZA DAIRY UNIT 5 & 6
7638	04/06/22	OC JONES & SONS	META BUS PARKING LOT REDWOOD CITY (FACEBOOK)
7640	04/07/22	RANGER PIPELINES, INC	WELL 122 REPAIR
7641	04/20/22	TURNER CONSTRUCTION	PLACER HHS BUILDING
7649	04/18/22	TEICHERT CONSTRUCTION	RIVERFRONT STREET EXTENSION

JOB #	DATE	CONTRACTOR	JOB NAME
6915	11/03/17	CLARK/SULLIVAN/BROWARD BLDRS	CRESENT CITY CHP
6986	04/24/18	GRANITE	NORTH FREMONT BIKE AND PEDESTRIAN ACCESS
7057	08/17/18	GHILOTTI	FACEBOOK-BRIDGE MPK-22 PARK PHASE 3 (BRIDGE)
7140	04/02/19	NORDIC INDUSTRIES	REACH H
7181	06/27/19	MARTIN GENERAL ENGINEERING	MARIPOSA AVENUE SAFE ROUTES TO SCHOOL PS 3
7185	06/27/19	LATHROP CONST	JOHN MUIR ES INC 1&2
7197	07/17/19	ANUE PRESS	4122
7245	10/16/19	MARK III CONST	ALLISON PARKWAY
7262	11/22/19	AI	AI
7273	01/08/20	W.M. LYLES CO	PLEASANT GROVE WWTP EXPANSION PROJECT
7274	01/07/20	W.M. LYLES CO	PLEASANT GROVE WWTP ENERGY RECOVERY PROJECT
7325	12/03/20	CARTER KELLY, INC.	MARSHALL MEDICAL-FOOD SERVICE-FILL-UP
7337		B&M BUILDERS AT THE STRAND	TEMP GATE AT CONSTRUCTION YARD
7338	06/30/20	AUBURN CONSTRUCTORS	WEST SIDE TANKS & PUMP STATION
7343	05/29/20	HUNT CONST GROUP	UC DAVIS STUDENT ATHLETE PERFORMANCE CENTER
7355		CARTER KELLY	UC DAVIS MED CTR H WING
7361	11/23/20	CLARK/SULLIVAN/BROWARD A JV	TRI-COUNTY JUVENILE REHABILITATION FACILITY
7406	11/10/20	STRONGHOLD ENGINEERING INC	SIERRA COLLEGE ROCKLIN CAMPUS
7431	12/07/20	MARQUES PIPELINE, INC	MONTELENA PHASE 1 PUBLIC IMPROVEMENTS
7434	12/14/20	GRANITE CONSTRUCTION COMPANY	SAC COSUMNES CMGC MAIN CONT CDOT# 03-0F2804
7435	12/14/20	OVERAA	BAY POINT FIRE STATION #86
7438	12/15/20	GOODFELLOW BROS	WHITE ROCK ROAD CAPITAL SOUTHEAST CONNECTOR SEGMENT D3(A)
7442	04/06/21	NORDIC INDUSTRIES	AMERICAN RIVER COMMON FEATURES SAC RIVER EAST LEVEE
7443	12/13/21	DAVIS JUSD	HOLMES JUNIOR HIGH
7444	03/24/21	GSE CONSTRUCTION CO., INC.	SASD SAILOR BAR PUMP STATION REHABILITATION PROJECT
7447	01/18/21	DESILVA GATES-WALERGA ROAD PFE - VOID	GREENBRIAR LAKES PUMP STATION - VOID
7454	03/09/21	TURNER CONSTRUCTION	UHS MADERA BEHAVIORAL HEALTH
7460	02/08/21	DESILVA GATES - VOID	GREENBRIAR AG WELL PUMP STATION - VOID
7466	05/04/21	ABIDE BLDRS	NP3 ELEMENTARY SITE WORK
7471	20/05/21	ARDENT GENERAL	FIREBAUGH FIRE STATION
7474	03/16/21	RECOM/W.G. YATES A JOINT VENTURE	WILTON RANCHERIA RESORT CASINO & SITE WORK
7480	05/22/21	TSAKOPOULOS/REID	SRD CAW COTTAGE WAY PH 2
7482	07/05/21	LANDMARK CONSTRUCTION	WILLETT ES GATE
7483	07/05/21	LANDMARK CONSTRUCTION	DJUSD NEW MPR @ CESAR CHAVEZ ES
7490	08/03/21	DESILVA GATES CONST, LP	CANYON ESTATES
7491	04/19/21	GHILOTTI CONSTRUCTION	LAGOON VALLEY OFFSITE IMPROVEMENTS
7499	04/20/21	T&S CONSTRUCTION	USDA FUNDED WATER SYSTEM IMP PROJECT (CLOCWD)
7504	05/06/21	AUBURN CONSTRUCTORS, LLC	SSWD WELL 79, VERNER/PANORAMA PUMP STATION EQUIPPING
7509	05/04/21	T&S CONSTRUCTION	KONOCTI WATER SYSTEM IMP
7515	10/19/21	KOCH & KOCH	LA VISTA TANK & BOOSTER PUMP STATION
7517	05/13/21	DESILVA GATES CONST, LP	CALTRANS RTE 99 LIVE OAK
7519	26/29/21	CITY OF WEST SACRAMENTO	RODEWAY INN
7521	07/27/21	WESTERN WATER FEATURES, INC	MONTE VISTA HIGH SCHOOL
7523	10/29/21	SUNFOLK CONSTRUCTION COMPANY INC	SFO 060 AMAZON
7524	12/10/21	SUNFOLK CONSTRUCTION COMPANY INC	SFO 061 AMAZON
7535	07/05/21	REM CONSTRUCTION, INC.	CORPORATION YARD ADMIN BUILDING PROJECT
7536	01/04/21	SKANSKA	AWS AFO 069 AMAZON DATA SERVICES
7543		[illegible]	[illegible]
7544	10/2 /21	OLIVANS CONSTRUCTION CO	BRIDGE POINT OAKLAND
7545	09/0 /21	CITY OF RICHMOND	601 CANAL BLVD-PROPERTY ENCLOSURE FENCING WTP VEOLIA
7549	10/0 /21	GRANITE CONSTRUCTION COMPANY	SAC SIERRA VISTA PH 2 BASELINE
7550	08/0 /21	RE SMITH	AUBURN 2020 SLUDGE DEWATERING UPGRADES
7551	08/03/21	BROWARD BUILDERS	BRISTOW & ADAMS MIDDLE SCHOOLS
7555	08/ /21	XL CONSTRUCTION	UCDH HAS TENANT IMPROVEMENT
7557	08/ /21	ABIDE BLDRS,INC.	621 ORCHARD AVE SITEWORK
7558	08/25/21	PACIFIC INFRASTRUCTURE	LARKSPUR PUMP STATION IMPROVEMENTS PROJECT 14, 24 & 25
7559	09/29/21	MARINA LANDSCAPE INC	APOLINAR SANGALAND PARK
7561	29/ /21	OTTO CONSTRUCTION - VOID VOID	SOLANO TRANSPORTATION AUTHORITY OFFICE BUILDING
7563	11/23/21	DESILVA GATES CONSTRUCTION LP	RTE 162 PLACE RUBBERIZED HMA & ROADWAY
7565	11/02/21	[illegible] CONSTRUCTION	NORTHPOINT ELEMENTARY SCHOOL
7566	09/ /21	MARINA LANDSCAPE INC	SIERRA COLLEGE TENNIS COURTS AND PARKING GARAGE LANDSCAPE IMP
7567	03/28/22	CLARK/SULLIVAN CONSTRUCTION	REX FORTUNE ELEMENTARY SCHOOL
7568		APPEALD	SAC 5 SORTATION
7569		[illegible]	[illegible]
7576	10/ /21	TEICHER - VOID VOID	ARISTA DEL SOL PHASE 1 - VOID VOID
7580	10/08/21	DESILVA GATES	VINEYARD SPRINGS BASIN AT LAGUNA CREEK
7582		[illegible]	[illegible]
7583	10/28/21	BROWARD BUILDERS INC	MUTUAL HOUSING AT THE BOULEVARD
7585	10/29/21	LES SCHWAB TIRES	SONORA STORE 680
7586	10/29/21	CLYDE G STEAGALL	FRUITRIDGE VISTA WELL 14
7589		[illegible]	[illegible]
7590	01/27/22	FLATIN CONSTRUCTION, INC.	NVTA BUS MAINTENANCE FACILITY
7594	12/06/21	S&B ELECTRIC (STUDEBAKER BROWN ELECTRIC)	WESTMORE ES BUS CHARGING STATION
7600	12/30/21	LANDMARK CONSTRUCTION	SPRING LAKE ES
7602	01/04/22	TWIN RIVERS USD	RIO LINDA HIGH SCHOOL
7605	12/29/21	MARTIN GENERAL ENGINEERING, INC.	POWER INN RD IMPROVEMENT PROJECT CONTRACT NO. 4366
7606	12/29/21	SIERRA NATIONAL CONSTRUCTION	FOLSOM BLVD COMPLETE STREETS PHASE 1
7608		[illegible]	[illegible]
7609	01/07/22	P&H CONSTRUCTION	KIPP STOCKTON CHARTER SCHOOL PHASE II
7610	01/ /22	[illegible] CONSTRUCTION	SAN RAMON FIRE STATION #34 REMODEL
7616		[illegible]	[illegible]
7619	2/04/22	THE WHITING-TURNER CONTRACTING CO	AGGIE SQUARE PH 1 CORE & SHELL
7621	22/04/22	RANGER PIPELINES, INC	GROUNDWATER FLUSH TO WASTE
7625		[illegible]	VALENCIA
7627	25/ /22	MARQUES GENERAL ENGINEERING	RUSSELL RANCH SSPS
7628	04/06/22	BROWARD BUILDERS	RESIDENTIAL CENTER UKIAH
7629	03/0 /22	SIGNATURE HOMES, INC	THE PLAZA AT BLUE OAKS
7630	03/ 0/22	ABIDE BUILDERS, INC.	WESTSIDE ELEMENTARY SCHOOL MISSION POSSIBLE PROJECT
7631	03/ /22	ALL STATE CONSTRUCTION CORPORATION	TWIN RIVERS BLOCK C
7634	04/ /22	ARGONAUT CONSTRUCTORS	SANTA ROSA BUS & AUTO PARKING
7636		[illegible]	[illegible]
7637	04/ /22	TEICHER CONSTRUCTION	POPPY KEYS SOUTHWEST PH 1-3 SOUZA DAIRY UNIT 5 & 6
7638	04/06/22	DC ENTIES & SONS	META BUS PARKING LOT REDWOOD CITY (FACEBOOK)
7640	04/ /22	[illegible] CONSTRUCTION, INC.	WELL 122 REPAIR
7641	29/20/22	TURNER CONSTRUCTION	PLACER HHS BUILDING
7649	04/ /22	TEICHER CONSTRUCTION	RIVERFRONT STREET EXTENSION

7651	06/20/22	GEORGE REED INC	THE VILLAGE SIERRA VISTA PHASE 4 BACKBONE INFRASTRUCTURE
7652	09/07/22	ROBERT A BOTHMAN CONSTRUCTION	MESA VERDE HS
7655	05/07/22	T&S CONSTRUCTION	WASTEWATER RIVER CROSSING REPLACEMENT
7658	05/10/22	VALLEY PRECISION GRADING, INC.	EVELYN HANSHAW MIDDLE SCHOOL
7659	06/14/22	VALLEY PRECISION GRADING INC	LA LOMA JR JIGH SCHOOL
7660	06/07/22	VALLEY PRECISION GRADING INC	MARK TWAIN JR HIGH SCHOOL
7661	09/21/22	VALLEY PRECISION GRADING INC	ROOSEVELT JUNIOR HIGH SCHOOL
7662	05/24/22	[illegible]	CENTER HIGHSCHOOL NEW COMPUTER TECH & CONSTRUCTION TRADES BLDG
7663	05/27/22	OC JONES & SONS	ELKHORN BLVD EXTENSION-SAC COUNTY CONTRACT NO. 4528
7664	06/03/22	GABE MENDEZ INC	HELICOPETER PARKING AREA
7665	05/26/22	ERCO CONSTRUCTORS, INC	MIRA LOMA HS TENNIS COURT REPLACEMENT
7666			
7667	05/31/22	ERCO CONSTRUCTORS, INC	CASA ROBLE HS TENNIS COURT REPLACEMENT
7672	07/05/22	[illegible]	REPAIR @3240 ARDEN WAY
7673	07/01/22	CLARK SULLIVAN CONSTRUCTION	WEST PARK HIGH SCHOOL TENNIS COURTS
7674	06/29/22	[illegible]	BLUE DIAMOND GROWERS-DISPOSAL SITE COVER
7676	06/02/22	GABE MENDEZ INC	SCOTT ROAD RELIGNMENT PROJECT
7677	06/01/22	MARTIN BROTHERS CONST	HUTCHISON DRIE SR113 INTERCHANGE IMPROVEMENTS
7679	06/07/22	WHITING TURNER	PS6 PARKING STRUCTURE
7681	05/05/23	STEVE P RADOS, INC	HINKLE RESERVOIR PROJECT # 191280
7682	07/06/22	FM STEPHENS CONSTRUCTION CO INC	CALEB GREENWOOD PAVING & SHADE STRUCTURE
7683	06/30/22	SCCI, INC	RANCHO ES HVAC SYSTEM UPGRADE
7685	06/07/22	[illegible]	CARUTHERS WELL #7
7686	06/27/22	[illegible]	KAISER VACAVILLE MRI CONSTRUCTION DEMOLITION
7687	06/16/22	ROGAN BUILDERS INC	ORINDA MECHANICAL & ELECTRICAL UPGRADES (ORINDA, DEL REY & GLORIETTA)
7688	07/01/22	MIDSTATE CONSTRUCTION CORPORATION	VALLE VERDE
7689	10/03/22	KAISER FOUNDATION HEALTH PLAN	NEBA 2020 OAK HOSP SANIPAK
7690	07/01/22	MIDSTATE CONSTRUCTION CORPORATION	HERITAGE HOUSE
7691	08/02/22	GEORGE REED INC	MEASURE L SIDEWALK
7692	06/20/22	GEORGE REED INC	ARTERIAL RD
7695	07/05/22	MERCER-FRASER COMPANY	TRUCKEE RIVER LEGACY TRAIL PHASE 4
7696	08/09/22	ABOITIZ BUILDERS, INC.	CASTORI ES KINDERGARTEN PLAY AREA & SHADE STRUCTURES
7697	06/29/22	VANGUARD CONSTRUCTION	ROUTE 51 AT WATT AVENUE OVERCROSSING
7698	07/25/22	ROBERT A BOTHMAN, INC	ELDER CREEK ELEMENTARY PLAYFIELD
7699	08/04/22	[illegible]	HIRAM JOHNSON HS STADIUM
7701	07/08/22	[illegible]	IOWA CITY ROAD BRIDGE REPLACEMENT
7702	08/02/22	THE CITY OF RANCHO CORDOVA	STORMWATER FENCING REPLACEMENT PROGRAM PH2 BEAR HOLLOW BASIN
7704	07/12/22	FLOREN CONSTRUCTION, INC	LAKE ES CAMPUS REPLACEMENT
7705	08/19/22	VARGAS CONSTRUCTION CO, INC	PARKWAY ES PLAY STRUCTURE & PAVING REPAIRS
7706	08/10/22	GOAL CONSTRUCTION, INC	SCUSD SHADE STRUCTURES-GROUP 1A THREE LOCATIONS
7704			
7708	07/25/22	GRISCO CONSTRUCTION INC	MEADOW LANE ELEMENTARY SCHOOL
7709	09/20/22	GRANITE CONSTRUCTION COMPANY	LAGUNA SECA RACEWAY BRIDGE
7713	08/04/22	GEORGE REED INC	CRC EGC PARKING LOT EXPANSION (LOS RIOS COMMUNITY COLLEGE DIST)
7714	08/03/22	A.F. THOMAS CONSTRUCTION INC	ACCO TENANT IMPROVEMENT
7716	09/08/22	MCGUIRE & HESTER	BELL AVE COMPLETE STREETS REHAB
7717	08/04/22	TE SPEER CONSTRUCT CA	SIERRA VISTA VILLAGES TORRENTE ONSITE IMPS
7720	08/12/22	[illegible]	CIRBY CREEK BANK STABILIZATION PROJECT
7721	09/06/22	MARTIN BROTHERS CONST	WASHINGTON BLVD ROUNDABOUT
7722	09/22/22	ASCENT/FISHMAN/YATES	ELK GROVE LLC BOYD GAMING TEMP PARKING LOT (SKY RIVER CASINO)
7723	08/25/22	[illegible]	RIO LINDA HS BASEBALL COMPLEX LLB
7724			
7725	08/30/22	TWIN RIVERS USD	SMYTHE 7-8 SCHOOL FENCING (SMYTHE ACADEMY OF ARTS AND SCIENCES MS)
7726		[illegible]	
7727	09/01/22	TWIN RIVERS USD	MOREY ES PO#232439
7728	12/01/23	GRANITE	DM CENTENNIAL BRIDGE IMPROVEMENTS
7729	08/25/22	RUDOLPH AND SLETTEN	BETA HEALTH ALAMO
7730	04/01/23	DEACON CONSTRUCTION, LLC	MAP(METRO AIR PARK CENTER II) LOT 33
7731		[illegible]	LABOR 1&2/22
7732	08/19/22	T&S CONSTRUCTION	WELL 17 EQUIPPING
7733	09/29/22	MCCARTHY BUILDING COMPANIES	THUNDER VALLEY CASINO NEW CONCERT VENUE
7734	09/12/22	CENTRAL VALLEY ENGINEERING & ASPHALT	ARCADE-CRIPPLE CREEK TRAIL PROJECT #20-18-002
7735			
7739	02/24/22	LAMON CONSTRUCTION CO, INC	BLACKSTONE VILLAGE PARK
7740	09/29/22	[illegible]	HIGHLANDS HS BASEBALL & SOFTBALL COMPLEX
7741	08/29/22	MYERS & SONS	RESERVOIR B REPLACEMENT PROJECT
7742	09/14/22	DL CONSTRUCTION	META CCTP NEWARK CAMPUS
7743	12/18/22	TEAM COMMERCIAL CONSTRUCTION, INC.	150R FENCING PROJECT
7744	08/15/22	DILGERS INC	NORDIC OFFICE REMODEL/ EXPANSION
7745	09/29/22	UPRITE CONSTRUCTION CORP	RANCHO CORDOVA LOGISTICS CENTER BUILDINGS 1&2
7746	09/09/22	LAMON CONSTRUCTION CO, INC	MCCOWAN PARKWAY BICYCLE LANE AND PEDESTRIAN IMPROVEMENTS
7748	09/07/22	MEEKS DEVELOPMENT CALIFORNIA, LP	NORTH AUBURN FENCE
7750	10/03/22	LAMON CONSTRUCTION CO, INC	ROUTE 49 CALTRANS 03-1H2404
7751	09/19/22	DELTA GRADING CONSTRUCTION LLC	TELOS GREENS MASS GRADING
7752	09/15/22	RUDOLPH AND SLETTEN	UCD UC CENTER SACRAMENTO
7753		[illegible]	REPAIR MORSE PARKING (MATERIALS)
7755	09/29/22	FORD CONSTRUCTION INC	LTCC EQUIPMENT STORAGE FACILITY
7757	09/30/22	[illegible]	NORTH RIVER WALK TRAIL EXTENSION
7758	10/25/22	GATEWAY PACIFIC CONTRACTORS INC	WELL 17 TREATMENT PLANT & STORAGE TANK PH I & II
7759	09/23/22	UNITED BUILDING CONTRACTORS, INC	THERMALITO ESUD MAINTENANCE & OPERATIONS BUILDING
7762	09/23/22	PERI CONSTRUCTION, INC.	SHELDON HS FIRE DAMAGE AT BUILDING L PROJECT
7763	10/03/22	GAVILAN G S TEAGALL INC	SMUD 1&2 SEWER LIFT STATION IMPROVEMENTS (CANCELLED)

7651	05/26/22	GEORGE REED INC	THE VILLAGE SIERRA VISTA PHASE 4 BACKBONE INFRASTRUCTURE
7652	05/07/22	ROBERT A BOTHMAN CONSTRUCTION	MESA VERDE HS
[redacted]			
7655	05/07/22	T&S CONSTRUCTION	WASTEWATER RIVER CROSSING REPLACEMENT
7658	05/10/22	VALLEY PRECISION GRADING, INC.	EVELYN HANSHAW MIDDLE SCHOOL
7659	05/04/22	VALLEY PRECISION GRADING INC	LA LOMA JR JIGH SCHOOL
7660	05/04/22	VALLEY PRECISION GRADING INC	MARK TWAIN JR HIGH SCHOOL
7661	05/02/22	VALLEY PRECISION GRADING INC	ROOSEVELT JUNIOR HIGH SCHOOL
7662	05/24/22	[redacted]	CENTER HIGHSCHOOL NEW COMPUTER TECH & CONSTRUCTION TRADES BLDG
7663	05/17/22	OC JONES & SONS	ELKHORN BLVD EXTENSION-SAC COUNTY CONTRACT NO. 4528
7664	06/03/22	GABE MENDEZ INC	HELICOPETER PARKING AREA
7665	05/26/22	BRCO CONSTRUCTORS, INC	MIRA LOMA HS TENNIS COURT REPLACEMENT
7666	[redacted]		
7667	05/02/22	BRCO CONSTRUCTORS, INC	CASA ROBLE HS TENNIS COURT REPLACEMENT
7672	05/03/22	KAISER PERMANENTE	REPAIR @3240 ARDEN WAY
7673	07/01/22	CLARK/SULLIVAN CONSTRUCTION	WEST PARK HIGH SCHOOL TENNIS COURTS
7674	05/25/22	[redacted]	BLUE DIAMOND GROWERS-DISPOSAL SITE COVER
7676	06/02/22	GABE MENDEZ INC	SCOTT ROAD RELIGNMENT PROJECT
7677	06/01/22	MARTIN BROTHERS CONST	HUTCHISON DRIE SR113 INTERCHANGE IMPROVEMENTS
7679	06/07/22	WHITING TURNER	PS6 PARKING STRUCTURE
7681	05/05/22	[redacted]	HINKLE RESERVOIR PROJECT # 191280
7682	07/05/22	AM STEPHENS CONSTRUCTION CO INC	CALEB GREENWOOD PAVING & SHADE STRUCTURE
7683	06/30/22	[redacted]	RANCHO ES HVAC SYSTEM UPGRADE
7685	06/07/22	[redacted]	CARUTHERS WELL #7
7686	06/27/22	[redacted]	KAISER VACAVILLE MRI CONSTRUCTION DEMOLITION
7687	06/16/22	ROSAN BUILDERS INC	ORINDA MECHANICAL & ELECTRICAL UPGRADES (ORINDA, DEL REY & GLORIETTA)
7688	07/01/22	MIDSTATE CONSTRUCTION CORPORATION	VALLE VERDE
7689	10/13/22	KAISER FOUNDATION HEALTH PLAN	NEBA 2020 OAK HOSP SANIPAK
7690	07/01/22	MIDSTATE CONSTRUCTION CORPORATION	HERITAGE HOUSE
7691	08/02/22	GEORGE REED INC	MEASURE L SIDEWALK
7692	05/26/22	GEORGE REED INC	ARTERIAL RD
7695	07/05/22	MEYERS FRASER COMPANY	TRUCKEE RIVER LEGACY TRAIL PHASE 4
7696	06/09/22	[redacted]	CASTORI ES KINDERGARTEN PLAY AREA & SHADE STRUCTURES
7697	06/03/22	[redacted]	ROUTE 51 AT WATT AVENUE OVERCROSSING
7698	07/19/22	ROBERT A BOTHMAN INC	ELDER CREEK ELEMENTARY PLAYFIELD
7699	08/04/22	[redacted]	HIRAM JOHNSON HS STADIUM
7701	07/06/22	[redacted]	IOWA CITY ROAD BRIDGE REPLACEMENT
7702	08/02/22	THE CITY OF RANCHO CORDOVA	STORMWATER FENCING REPLACEMENT PROGRAM PH2 BEAR HOLLOW BASIN
7704	07/25/22	ALTEN CONSTRUCTION, INC	LAKE ES CAMPUS REPLACEMENT
7705	08/10/22	CAMAS CONSTRUCTION CO, INC	PARKWAY ES PLAY STRUCTURE & PAVING REPAIRS
7706	08/16/22	[redacted]	SCUSD SHADE STRUCTURES-GROUP 1A THREE LOCATIONS
[redacted]			
7708	07/25/22	GEPFORD CONSTRUCTION INC	MEADOW LANE ELEMENTARY SCHOOL
7709	09/30/22	GRANITE CONSTRUCTION COMPANY	LAGUNA SECA RACEWAY BRIDGE
7713	08/04/22	GEORGE REED INC	CRC EGC PARKING LOT EXPANSION (LOS RIOS COMMUNITY COLLEGE DIST)
7714	08/02/22	E.P. THOMAS CONSTRUCTION INC	ACCO TENANT IMPROVEMENT
7716	08/08/22	MCCAFFREY & HESTER	BELL AVE COMPLETE STREETS REHAB
7717	08/04/22	[redacted]	SIERRA VISTA VILLAGES TORRENTE ONSITE IMPS
7720	08/12/22	[redacted]	CIRBY CREEK BANK STABILIZATION PROJECT
7721	09/09/22	MARTIN BROTHERS CONST	WASHINGTON BLVD ROUNDABOUT
7722	09/27/22	[redacted]	ELK GROVE LLC BOYD GAMING TEMP PARKING LOT (SKY RIVER CASINO)
7723	08/[redacted]/22	[redacted]	RIO LINDA HS BASEBALL COMPLEX LLB
7724	[redacted]		
7725	08/03/22	TWIN RIVERS USD	SMYTHE 7-8 SCHOOL FENCING (SMYTHE ACADEMY OF ARTS AND SCIENCES MS)
7726	[redacted]		
7727	09/07/22	TWIN RIVERS USD	MOREY ES PO#232439
7728	02/01/23	GRANITE	DM CENTENNIAL BRIDGE IMPROVEMENTS
7729	08/29/22	RUD OLPH AND SUETTER	BETA HEALTH ALAMO
7730	08/[redacted]/22	[redacted]	MAP(METRO AIR PARK CENTER II) LOT 33
7731	[redacted]		LABOR 1/6/22
7732	08/[redacted]/22	[redacted]	WELL 17 EQUIPPING
7735	09/29/22	[redacted]	THUNDER VALLEY CASINO NEW CONCERT VENUE
7734	09/[redacted]/22	CENTRAL VALLEY ENGINEERING & ASPHALT	ARCADE-CRIPPLE CREEK TRAIL PROJECT #20-18-002
7735	[redacted]		
7750	12/26/22	LANDMARK CONSTRUCTION CO, INC	BLACKSTONE VILLAGE PARK
7760	09/29/22	[redacted]	HIGHLANDS HS BASEBALL & SOFTBALL COMPLEX
7761	08/29/22	[redacted]	RESERVOIR B REPLACEMENT PROJECT
7762	09/[redacted]/22	[redacted]	META CCTP NEWARK CAMPUS
7763	12/[redacted]/22	TEAM COMMERCIAL CONSTRUCTION, INC.	150R FENCING PROJECT
7764	08/[redacted]/22	[redacted]	NORDIC OFFICE REMODEL/ EXPANSION
7765	08/29/22	[redacted]	RANCHO CORDOVA LOGISTICS CENTER BUILDINGS 1&2
7766	09/09/22	LANDMARK CONSTRUCTION CO, INC	MCCOWAN PARKWAY BICYCLE LANE AND PEDESTRIAN IMPROVEMENTS
7768	09/[redacted]/22	[redacted]	NORTH AUBURN FENCE
7769	10/03/22	LANDMARK CONSTRUCTION CO, INC	ROUTE 49 CALTRANS 03-1H2404
7781	09/[redacted]/22	[redacted]	TELOS GREENS MASS GRADING
7782	09/[redacted]/22	[redacted]	UCD UC CENTER SACRAMENTO
7783	[redacted]	[redacted]	REPAIR MORSE PARKING (MATERIALS)
7786	09/[redacted]/22	[redacted]	LTCC EQUIPMENT STORAGE FACILITY
7787	09/30/22	[redacted]	NORTH RIVER WALK TRAIL EXTENSION
7789	10/25/22	GATEWAY PAC PIC CONTRACTORS INC	WELL 17 TREATMENT PLANT & STORAGE TANK PH I & II
7790	09/[redacted]/22	[redacted]	THERMALITO ESUD MAINTENANCE & OPERATIONS BUILDING
7792	09/23/22	[redacted]	SHELDON HS FIRE DAMAGE AT BUILDING L PROJECT
7793	10/03/22	[redacted]	SMUD 1&2 SEWER LIFT STATION IMPROVEMENTS (CANCELLED)

7764	10/25/22	FROWARD BUILDERS INC	NAPA COUNTY REPLACEMENT FACILITY
7765	09/30/22	TEICHERT CONSTRUCTION	C-0607 BOLSA RD FISH PASSAGE IMPROVEMENTS PROJECT
7766	01/09/23	UC DAVIS FACILITIES MANAGAEMNT	YARD FENCE UPGRADES
7767	10/06/22	TIEDE CONSTRUCTION	DIXON USD CA JACOBS MODERNIZATION
7768	04/25/23	WOOLPERT MILLHOUSE INC	DEL RIO TRAIL PROJECT
7769	10/10/22	AUBURN CONSTRUCTORS LLC	AQUIFER STORAGE & RECOVERY WELLS PROJECT
7770	10/25/22	STAFFEL CONSTRUCTION CO., INC.	FLORIN ROAD HOMELESS SHELTER
7771	11/9/22	INC PACIFIC INDUSTRIES	RAILYARDS ROUGH GRADING
7772			
7773	11/23/22	RODAN BUILDERS INC	DEL CAMPO HS OUTDOOR
7774	02/06/23	COX CONSTRUCTION CO	SQUADRON OPERATIONS AND AIRCRAFT MAINTENANCE AT BEALE AFB
7776	11/04/22	GRANITE CONSTRUCTION COMPANY	VISTRA MOSS LANDING 350 BESS
7777	11/17/22	WESTON CONSTRUCTION CORPORATION	REGENCY AT FOLSOM RANCH
7778			
7779	02/28/23	E.W. CONSTRUCTION, INC.	TREEVIEW ES LLB
7780	01/17/23	KIER CONSTRUCTION, INC DBA CORE WEST INC.	KIT CARSON INT'L ACADEMY RE-ROOFING & HVAC REPLACEMENT
7781	11/28/22	CREATIVE BUILDERS INC	MOTCO PIER 2 GENERATOR SITE WORK
7783	02/28/23	[illegible] CONSTRUCTION, INC	NORTHLAKE TK-8 ES LLB
7785	01/09/23	DPR CONSTRUCTION	SIERRA COLLEGE STUDENT HOUSING BUILDING
7786	12/02/22	VALLEY PRECISION GRADING INC	THOMAS DOWNEY HS TRACK
7787	12/28/22	MCGUIRE & HESTER CONSTRUCTION CO INC	HIRAM JOHNSON HS STADIUM BASEBALL, SOFTBALL & GOLF FACILITY
7788			
7791			
7792	12/09/22	GRANITE CONSTRUCTION COMPANY	AMERICAN RIVER BRIDGE MATERIALS
7793	01/09/23	CLARK & SULLIVAN CONSTRUCTION	ARCADE MS
7795	12/15/22	LABORERS LOCAL 185	UNION HALL
7797			
7798	02/28/23	O'SHEARER CONSTRUCTION LLC	VA MATHER HOSPITAL
7799	03/09/23	ROBERT A BOR INC	NATOMAS HIGH SCHOOL ATHLETICS PHASE 2
7800	02/09/23	KAISER FOUNDATION HEALTH PLAN	NSAC 2022 PMR MOB ADD EXTERIOR SITE IMP & SAFETY UPGRADES PROJECT
7802	01/09/23	SDI GENERAL ENGINEERING	PARADISE MAINTENEANCE YARD JOC 2022/23 BUTTE CO PW-RCI
7803	01/09/23	GRANITE CONSTRUCTION COMPANY	ALL SAINTS DAY SCHOOL
7806	03/24/23	STALLION CONSTRUCTION CO., INC.	VRE SMALL CAGE EXPANSION
7807	01/09/23	ERGO CONSTRUCTORS INC	WOODRIDGE ES UTK CLASSROOM BLDG SITE WORK
7808		ERGO CONSTRUCTORS, INC	CASTORI ES UTK CLASSROOM BLDG SITE WORK
7811	03/09/23	CITY OF LATHROP	CIP PS 23-15 ROAD & LEVEE ACCESS GATES
7813	04/27/23	ROYAL FLEX-O-G COMPANY	MATHER AIRPORT
7814		RAMOS OIL COMPANY	GATE WORK SHOP
7815	03/09/23	TURNER CONSTRUCTION	CSU CHICO BUTTE HALL REPLACEMENT
7817	05/09/23	PEDRE [illegible] INC	GIBSON PARK
7818	03/24/23	DEVCO CONSTRUCTION	REDHAWK CASINO HOTEL
7819	05/02/23	[illegible] CONSTRUCTION	100 EA CAPS
7822			
7823	04/27/23	VIKING COATED [illegible] COMPANY	SR 70 SLOPE PAVING #03-2J004
7824	03/09/23	[illegible] INC	SHADE STRUCTURES @ HIGHLANDS HS
7825	02/10/23	MT. DIABLO UNIFIED SCHOOL DISTRICT	LEROY GREENE ACADEMY
7828	04/09/23	[illegible] CONSTRUCTION INC	MCCOURTNEY ROAD TRANSFER STATION
7829			
7830	03/23/23	[illegible] CONSTRUCTION	KAISER PERMANENTE-HOME IV PHARMACY RELOCATION
7831			
7832	05/09/23	VALLEY PRECISION GRADING INC	AMADOR HS
7833	03/09/23	[illegible] DEPT OF CORRECTIONS	HYSECURITY PARTS
7834	03/24/23	[illegible] INDUSTRIES INC DBA VIKING STEEL	SANTA ROSA CRIMINAL COURTHOUSE
7835	03/09/23	[illegible] CONSTRUCTION	UPGRADE SIDE GATE SYSTEM
7836	03/22/23	CITY OF SACRAMENTO	BLANKET PO FOR FUTURE MATERIAL ORDERS TO JUNE 30,2023
7837	03/09/23	GLITCH-BUILT INC	FIRE STATION #8
7839			
7840			
7841	03/29/23	INSIGHT CONSTRUCTION AND ENGINEERING INC	EAST PARKWAY SITE FENCING PROJECT
7842	03/28/23	PACIFIC COAST WELL DRILLING	FENCE WORK
7843	04/27/23	CENTER JOINT UNION SCHOOL	VARICUS SITE REPAIRS
7844	05/09/23	EMA CONSTRUCTION, INC	SAN JOSE MS & SINALOA MS
7845	04/09/23	KAISER FOUNDATION HEALTH PLAN	NROS 2021 CTP FOL ASC LOW TEMPERATURE STERILZER LIFECYCLE EP901202
7846	04/27/23	[illegible] INC	YUBA SUTTER FOOD BANK REMODEL
7847	05/08/23	[illegible] HEAVY BUILDING	REPLACE GATE SYSTEM
7848			
7849			
7850			
7851	05/09/23	MOUNTAIN CASCADE INC	BICKFORD RANCH PH 1A
7852	04/27/23	[illegible] CONSTRUCTION CO., INC	RIVERSIDE PUMPING PLANT REPLACEMENT
7853	04/09/23	TAYLOR MORRISON SERVICES, INC	WILDHAWK GOLF COURSE
7854			
7855			
7856	04/26/23	RATHROP CONSTRUCTION ASSOCIATES INC	SIERRA COMMUNITY COLLEGE GYMNASIUM MOD
7857	04/25/23	RODAN BUILDERS INC	INDERKUM HIGH SCHOOL SECURITY FENCING
7858			
7859	05/16/23	CENTER JOINT UNIFIED SCHOOL DISTRICT	PIE REPAIR GATE
7860			
7861	05/10/23	[illegible] TRADING INC	ALDER CREEK ES
7862			
7863	04/10/23	GALLOWAY PACIFIC CONTRACTORS INC	THE RIVERS TANK AND PUMP STATION
7864	05/03/23	WILSON CONSTRUCTION	UCD PHARMACY WAREHOUSE
7865	05/09/23	OCHS CONSTRUCTION INC	WINTERS HS PHYSICAL EDUCATION & MUSIC BLDG
7866	04/14/23	SYLCON REC	3RD CAW ROSEVILLE RD IMPROVEMENTS (ROSEVILLE RD WELL ABOVE GROUND IMP)
7867			
7868	04/26/23	WESTERN ENGINEERING CONTRACTORS, INC	RIO AMERICANO HS PARKING LOT UPGRADES
7869	05/16/23	SOUTO CONSTRUCTION INC	LINESS RESTROOM BLDG SITE WORK AND ADA UPGRADES
7870	05/09/23	[illegible] CONSTRUCTION	TASK ORDER 1 MAISTER LONETREE SUBSTATION (SMUD)
7871			
7872			
7874	05/09/23	[illegible] CONSTRUCTION	DWR UTILITY CROSSING
7874			
7875	05/09/23	MCGUIRE & HESTER	H STREET SEWER REAHB
7876	05/09/23	[illegible] CONSTRUCTION	AUSTIN CREEK TRASH CAPTURE PROJECT

7764	10/25/22	GROWARD BUILDERS INC	NAPA COUNTY REPLACEMENT FACILITY
7765	09/30/22	TEICHERT CONSTRUCTION	C-0607 BOLSA RD FISH PASSAGE IMPROVEMENTS PROJECT
7766	01/09/23	UC DAVIS FACILITIES MANAGAEMNT	YARD FENCE UPGRADES
7767	10/04/22	DEDE CONSTRUCTION	DIXON USD CA JACOBS MODERNIZATION
7768	04/21/23	MOUNTAIN METHODS INC	DEL RIO TRAIL PROJECT
7769	10/19/22	AUBURN CONSTRUCTORS LLC	ACUIFER STORAGE & RECOVERY WELLS PROJECT
7770	10/27/22	STABLES CONSTRUCTION CO., INC.	FLORIN ROAD HOMELESS SHELTER
7771	11/04/22	NORDIC INDUSTRIES	RAILYARDS ROUGH GRADING
7772			
7773	11/29/22	RODAN BUILDERS INC	DEL CAMPO HS OUTDOOR
7774	02/06/23	CO I CONSTRUCTION CO	SQUADRON OPERATIONS AND AIRCRAFT MAINTENANCE AT BEALE AFB
7776	11/09/22	GRANITE CONSTRUCTION COMPANY	VISTRA MOSS LANDING 350 BESS
7777	11/__/22	WESTON CONSTRUCTION CORPORATION	REGENCY AT FOLSOM RANCH
7778			
7779	02/28/23	BHM CONSTRUCTION, INC.	TREEVIEW ES LLB
7780	02/27/23	CORE CONSTRUCTION, INC C/O CORE WEST INC.	KIT CARSON INT'L ACADEMY RE-ROOFING & HVAC REPLACEMENT
7781	11/28/22	CREATIVE BUILDS INC	MOTCO PIER 2 GENERATOR SITE WORK
7783	02/28/23	BHM CONSTRUCTION, INC.	NORTHLAKE TK-8 ES LLB
7785	01/09/23	DPR CONSTRUCTION	SIERRA COLLEGE STUDENT HOUSING BUILDING
7786	12/02/22	VALLEY PRECISION GRADING INC	THOMAS DOWNEY HS TRACK
7787	12/29/22	AM STEPHENS CONSTRUCTION CO INC	HIRAM JOHNSON HS STADIUM BASEBALL, SOFTBALL & GOLF FACILITY
7788			
7791			
7792	12/06/22	GRANITE CONSTRUCTION COMPANY	AMERICAN RIVER BRIDGE MATERIALS
7793	01/09/23	GUNN & SULLIVAN CONSTRUCTION	ARCADE MS
7795	12/21/22	TEAMSTERS LOCAL 150	UNION HALL
7797			
7798	05/__/23	PRIOR-WARED CONSTRUCTION LLC	VA MATHER HOSPITAL
7799	03/__/23	ROBERT A BOTHMAN	NATOMAS HIGH SCHOOL ATHLETICS PHASE 2
7800	03/__/23	KAISER FOUNDATION HEALTH PLAN	NSAC 2022 PMR MOB ADD EXTERIOR SITE IMP & SAFETY UPGRADES PROJECT
7802	01/__/23	RCI GENERAL ENGINEERING	PARADISE MAINTENEANCE YARD JOC 2022/23 BUTTE CO PW-RCI
7803	01/06/23	GRANITE CONSTRUCTION COMPANY	ALL SAINTS DAY SCHOOL
7805	01/__/23	STAATS CONSTRUCTION CO., INC.	VRE SMALL CAGE EXPANSION
7807	01/__/23	BROC CONSTRUCTORS INC	WOODRIDGE ES UTK CLASSROOM BLDG SITE WORK
7808		BROC CONSTRUCTORS INC	CASTORI ES UTK CLASSROOM BLDG SITE WORK
7811	03/__/23	CITY OF LATHROP	CIP PS 23-15 ROAD & LEVEE ACCESS GATES
7813	01/__/23	RCI PACIFIC ELECTRIC COMPANY	MATHER AIRPORT
7814		PAVOS CA COMPANY	GATE WORK SHOP
7815	03/__/23	TURNER CONSTRUCTION	CSU CHICO BUTTE HALL REPLACEMENT
7817	03/__/23	FS CE BUILDERS INC	GIBSON PARK
7818	02/__/23	LEVEL 10 CONSTRUCTION	REDHAWK CASINO HOTEL
7820	03/__/23	EXCELSIOR Y DITCH	100 EA CAPS
7823			
7824	05/__/23	MP NUTT CONSTRUCTION COMPANY	SR 70 SLOPE PAVING #03-2J904
7824	02/__/23	PAVE DEVICES LLC	SHADE STRUCTURES @ HIGHLANDS HS
7825	02/__/23	NATOMAS UNIFIED SCHOOL DISTRICT	LEROY GREENE ACADEMY
7828	03/__/23	SEQUOIA CONSTRUCTION INC	MCCCURTNEY ROAD TRANSFER STATION
7829			
7830	03/__/23	TURNER CONSTRUCTION	KAISER PERMANENTE-HOME IV PHARMACY RELOCATION
7831			
7832	03/__/23	VALLEY PRECISION GRADING INC	AMADOR HS
7833	03/__/23	STATE OF CALIFORNIA, DEPT. OF CORRECTIONS	HYSECURITY PARTS
7834	02/__/23	UNWIRED INDUSTRIES INC DBA VIKING STEEL	SANTA ROSA CRIMINAL COURTHOUSE
7835	03/__/23	UPGER CONST CO	UPGRADE SIDE GATE SYSTEM
7836	03/__/23	CITY OF SACRAMENTO	BLANKET PO FOR FUTURE MATERIAL ORDERS TO JUNE 30,2023
7837	03/__/23	CARTER-WELLS INC	FIRE STATION #8
7839			
7840			
7841	04/__/23	WESTERN STAR CONSTRUCTION AND ENGINEERING INC	EAST PARKWAY SITE FENCING PROJECT
7842	03/__/23	PACIFIC COAST WELDING INC	FENCE WORK
7843	04/__/23	CASTRO CONSTRUCTION	VARIOUS SITE REPAIRS
7844	03/__/23	BHM CONSTRUCTION, INC.	SAN JOSE MS & SINALOA MS
7845	04/__/23	KAISER FOUNDATION HEALTH PLAN	NROS 2021 CTP FOL ASC LOW TEMPERATURE STERILZER LIFECYCLE EP901202
7846	04/__/23	DEL REAL INC	YUBA SUTTER FOOD BANK REMODEL
7847	03/__/23	TAYLOR HEAVY HAULING	REPLACE GATE SYSTEM
7848			
7849			
7850			
7851	03/__/23	MCMILLAN CASCADE INC	BICKFORD RANCH PH 1A
7852	04/__/23	SHIMMICK CONSTRUCTION CO., INC	RIVERSIDE PUMPING PLANT REPLACEMENT
7854	03/__/23	TAYLOR MORRISON SERVICES, INC.	WILDHAWK GOLF COURSE
7856			
7858			
7859	04/25/23	CATALYST CONSTRUCTION ASSOCIATES INC	SIERRA COMMUNITY COLLEGE GYMNASIUM MOD
7857	04/25/23	RODAN BUILDERS INC	INDERKUM HIGH SCHOOL SECURITY FENCING
7864			
7860	05/05/23	CENTER JOINT UNIFIED SCHOOL DISTRICT	PFE REPAIR GATE
7866			
7861	05/10/23	TOP HELIX CONTRACTING INC	ALDER CREEK ES
7862			
7863	04/19/23	GATEWAY PACIFIC CONTRACTORS INC	THE RIVERS TANK AND PUMP STATION
7864	05/01/23	INDUSTRIAL CONSTRUCTION	UCD PHARMACY WAREHOUSE
7865	05/08/23	CORE CONSTRUCTION INC	WINTERS HS PHYSICAL EDUCATION & MUSIC BLDG
7866	05/__/23	TRAFFIC CONTROL	SSD CAW ROSEVILLE RD IMPROVEMENTS (ROSEVILLE RD WELL ABOVE GROUND IMP)
7867			
7868	04/26/23	WESTERN ENGINEERING CONTRACTORS, INC.	RIO AMERICANO HS PARKING LOT UPGRADES
7869	05/05/23	BROAD CONSTRUCTION INC	JNHS RESTROOM BLDG SITE WORK AND ADA UPGRADES
7870	05/03/23	TRAN N CONSTRUCTION	TASK ORDER 1 MAISTER LONETREE SUBSTATION (SMUD)
7871			
7872			
7873	05/01/23	CPS CONSTRUCTION	DWR UTILITY CROSSING
7874			
7875	05/01/23	MC CURRY & HESTER	11 STREET SEWER REAHB
7876	05/03/23	CENTER CONSTRUCTION	AUSTIN CREEK TRASH CAPTURE PROJECT

Home

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 316128

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/12/2023 10:34:23 AM

Business Information

PISOR FENCE DIVISION INC
P O BOX 7213
CITRUS HEIGHTS, CA 95621
Business Phone Number:(916) 726-1173

Entity Corporation
Issue Date 02/17/1976
Expire Date **12/31/2023**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C13 - FENCING
- C-61 / D28 - DOORS, GATES AND ACTIVATING DEVICES
- C23 - ORNAMENTAL METALS
- C51 - STEEL, STRUCTURAL
- B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 929539291
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JAMES HENRY DALE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 01/30/2006
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the WCF NATIONAL INSURANCE COMPANY
Policy Number:4032141
Effective Date: 01/01/2022
Expire Date: 01/01/2024
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASSIST. COMMUNITY DEVELOPMENT DIRECTOR**

RE: **TASK ORDER NO. 8 FOR PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT, LLC**

DATE: **JUNE 20, 2023**

SUMMARY

The City Council may consider approving task order No. 8 under Professional Services Agreement with Trover Construction Project Management, LLC to perform construction management of City facility repair and remodel projects.

DISCUSSION

On December 21, 2021, the City Council approved a 2-year professional services agreement with Trover Construction Project Management LLC to perform owner-occupied rehabilitation contractor services for the City of Oroville Housing Rehabilitation Program as well as construction management (CM) of City facility repair and remodel projects.

Below is the list of anticipated tasks for Trover Constructions' CM services in the 2023/24 fiscal year and their estimated budgets. The projects that are budgeted for completion in 23/24 fiscal year are the City Hall restrooms and lobby and the Chinese Temple Tapestry Hall roof replacement. Projects budgeted to complete the preconstruction with construction scheduled for 24/25 fiscal year are the Corporation Yard facility, the Boy Scout House and the Girdler Building (Chinese Temple Annex).

Project	Estimated Budget	CM Fee
City Hall Lobby and Breakroom	$ 500,000	$ 30,000
City Hall Restrooms	$ 250,000	$ 17,500
Chinese Temple Roof	$ 130,000	$ 5,850
Corp Yard (engineering)	$ 3,000,000	$ 105,000
Boy Scout House (engineering)	$ 700,000	$ 35,000
Girdler Building (project est.)	$ 1,000,000	$ 50,000
Police Department Vehicle Shade Structure	$ 150,000	$ 13,500
Fire Department Employee Shade Structure	$ 80,000	$ 8,800
Police Department Evidence Lockers	$ 60,000	$ 7,200
Chiefs Office	$ 60,000	$ 7,200
Total		**$280,050.00**

The fees for the projects listed above are based on project estimates. The full construction management fee will not be expended until a project is estimated by an engineer and budgeted and approved by Council. The CM will assist the city in the preconstruction coordination and preparation of project scope, construction documents, budget, contract documents, all phases of pre-construction and construction, scheduling, as well as budget oversight. Additionally, should the actual project budget or awarded contract vairy by 20% of the estimated budget, the CM or City may request a renegotiation of the proposed CM fee. The City may cancel any project listed above at the City's discretion.

Contracting with Trover Construction Project Management LLC has provided added oversite and ensured successful completion of the City's facility repair and remodel projects and Owner-Occupied Rehabilitation Program.

The request for approval is in tandem with the preparation of engineered drawings to remodel facilities prioritized by the Council. Not all of the above projects will begin construction in the 23/24 fiscal year; however, preconstruction assistance in the 23/24 fiscal year will take place in preparation of budgeting for construction in the 24/25 fiscal year.

FISCAL IMPACT

Funding is available in Fund 302 (Capital Improvement Fund Balance).

RECOMMENDATION

Approve Task Orders as presented.

ATTACHMENTS

Agreement No. 3396-8

CITY OF OROVILLE
AGREEMENT NO. 3396-8
Task Order No. 8
CONSTRUCTION PROJECTS

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CONSTRUCTION MANAGEMENT AGREEMENT

between

CITY OF OROVILLE

and

TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM)

This AGREEMENT is made on the_____day of_____in the year ___ between CITY OF OROVILLE, hereinafter called "Owner", and Trover Construction Project Management LLC, hereinafter called "CM" or "TCPM", for the following Projects:

A. City Hall Lobby and Breakroom – Remodel of the existing City Hall lobby to improve useability and modernize the space, modernize and install new cabinetry in the breakroom.
B. City Hall Restrooms - Remodel of the restrooms to meet ADA accessibility requirements
C. Chinese Temple Roof – Install new 30-year NDL roof.
D. Corp Yard – Master plan site and construct new metal building.
E. Boy Scout House – Modernize building, ADA accessibility improvements, façade, redesign, roof replacement, interior and exterior paint, kitchen remodel, HVAC upgrade.
F. Girdler Building – Structural improvements, ADA accessibility updates, modernization, HVAC, Reroof.
G. Police Department Vehicle Shade Structure – Installation of new vehicle shade structure, planter removal, new asphalt, restripe parking lot.
H. Fire Department Employee Shade Structure – Installation of new shade structure for employee break area.
I. Police Department Evidence Lockers – Remodel existing evidence room, install new lockers and cabinetry.
J. Police Department Chiefs Office – Sound remediation measures, replace drywall, install new sealed doors, install new hard lid ceiling, install additional insulation, finish and paint.

ARTICLE 1 - GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

1.1.1 This Agreement shall be governed by the laws of the State of California.

1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.

1.1.3 Owner's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by Owner as a result of CM's breach of its obligations under this Agreement.

1.1.4 Time is of the essence for this Agreement.

1.1.5 CM shall cooperate with Owner, its designees, and Contractor in furthering the interests of Owner.

1.1.6 CM will comply with all background check requirements of the Owner, and will comply with all COVID-related requirements including vaccination and face covering requirements.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom CM is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode), and shall possess all required licenses and permits to perform the Work.

1.3 DEFINITIONS

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractor to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Construction Budget.* The term "Construction Budget" shall mean the CITY OF OROVILLE's written statement of funds available to pay for the cost of construction.

1.3.3 *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

1.3.4 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.3.5 *Contractor*. The term “Contractor” shall mean the entity or, in the case of a design build contract, a contractor and design professional team with whom Owner has contracted to construct the Work associated with this Project.

1.3.6 *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

1.3.7 *CM.* The term "CM" shall mean the specific Owner-approved CM individual named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.3.8 *Project Program.* The term "Project Program" is a written statement of Owner's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.9 *Project Schedule.* The term "Project Schedule" shall mean the schedule

prepared by CM for Owner showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.10 *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents received from the Contractor.

1.3.11 *Bidding Documents.* The term "Bidding Documents" shall mean those documents prepared and furnished by Owner for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

1.3.12 *Work*. The term “Work” shall mean all construction, services, and other requirements of the Contract Documents, or as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations, The Work may constitute the whole or a part of the Project.

1.3.13 *Preconstruction Services.* The term “Preconstruction Services” shall mean the scoping, programing, bidding and Project development.

ARTICLE 2 - CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

Basic Services to be provided by CM consist of the services described in this Article 2.

2.1 CONSTRUCTION PHASE

2.1.1 CM shall assist Owner and Contractor as requested in the preparation of the pre- construction meetings

2.1.2 CM shall assist Owner and Contractor in monitoring written communications between Contractor, Owner's Administrator and Contractor(s).

2.1.3 CM shall assist Owner, in the resolution of disputes between Owner and the Contractor.

2.1.4 CM shall maintain a regular presence on site as necessary to facilitate coordination, resolve construction related issues, and provide regular written updates to Owner.

2.1.5 CM shall monitor construction activities and provide regular reporting of progress, issues, and changes to schedule, scope, and budget.

2.1.6 CM shall assist and process monthly contractor and subconsultant pay applications for Owner.

2.1.7 CM Shall assist Owner in responding to RFI’s

2.1.8 CM shall maintain, monitor, and update the Cost Control System. The monthly

Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost.

2.1.9 CM shall assist Owner in evaluating Contractor Change Order Requests.

2.1.10 CM shall assist in negotiations with Contractor as requested by Owner.

2.1.11 CM shall assist Owner, in obtaining back-up documentation, shop drawings, and materials submittals from Contractor.

2.1.12 CM shall assist Owner and Contractor on obtaining necessary permits with pertinent regulating bodies.

2.1.13 CM, its officers, agents, employees, subcontractors, and any persons or entities for whom CM is responsible, must provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. Owner' review, approval of, or payment for any of the Services required under this Agreement must not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, or this Agreement.

ARTICLE 3 - CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

Unless required to be performed as part of Basic Services, the services described in this Article 3 are Additional Services. These Additional Services shall be paid for by Owner, as provided in this Agreement, in addition to the compensation for Basic Services. CM shall provide Additional Services only when and as authorized in a written Amendment signed by Owner. No Additional Services shall be compensable unless so authorized. Additional services shall be compensated hourly as referenced by Appendix A or via lump sum as negotiated between Owner and CM.

3.1 CONSTRUCTION PHASE as needed by client

3.3 POST-CONSTRUCTION as needed by client

3.4 GENERAL as needed by client

ARTICLE 4 - OWNERS RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 Owner will designate, in writing, an Owner Representative who will act on behalf of Owner with respect to this Agreement. CM shall accept directives only from the designated Owner Representative and not from other Owner employees. Owner may replace the designated Owner Representative at its sole option; if this replacement is

made, Owner will notify CM in writing.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

4.2.1 Owner will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.2 Owner will have the right to make reasonable changes to its Bidding Documents and CM shall be bound by such changes. When such changes increase the duties of CM, beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.3 Owner shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.4 The services, information, surveys, and reports required by this Article 4 will be furnished at Owner's expense.

4.2.5 Owner will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by Owner and CM for the performance of CM's services under this Agreement.

ARTICLE 5 - COMPENSATION

Owner will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR PRECONSTRUCTION SERVICES

5.1.1 The fee for preconstruction, Scope development, bidding and contract award shall be billed hourly at the rates indicated in Exhibit A and shall not exceed ten thousand dollars, ($10,000.00) for each project listed in section 5.2.1. Should CM anticipate reaching the not to exceed amount, CM shall receive authorization for a revised not to exceed amount before continuing Preconstruction Services.

5.2 COMPENSATION FOR BASIC SERVICES

5.2.1 The fee for Basic Services for each respective project shall be as follows:

Project	Estimated Budget	CM Fee
City Hall Lobby and Breakroom	$ 500,000	$ 30,000
City Hall Restrooms	$ 250,000	$ 17,500
Chinese Temple Roof	$ 130,000	$ 5,850
Corp Yard	$ 3,000,000	$ 105,000
Boy Scout House	$ 700,000	$ 35,000
Girdler Building	$ 1,000,000	$ 50,000
Police Department Vehicle Shade Structure	$ 150,000	$ 13,500
Fire Department Employee Shade Structure	$ 80,000	$ 8,800
Police Department Evidence Lockers	$ 60,000	$ 7,200
Chiefs Office	$ 60,000	$ 7,200

The fees for the projects listed below are based on the estimated project budgets. Should the actual Project budget or awarded contract vairy by 20% of the estimated budget, the CM or owner may request a renegotiation of the proposed CM fee. For services rendered in accordance with this Agreement, compensation shall be payable monthly, as a percent complete based on construction progress. Any change orders to the prime contract between Contractor and Owner that increases the contract amount shall increase the CM fee by 4% of the Change Order cost.

5.2.2 Owner reserves the right to withhold monies for services not received as part of Basic Services and Supplemental Services unless an Amendment is issued by Owner for extension of services.

5.2.3 Owner may cancel any project listed at Owners discretion. Owner shall only be liable for payment of CM services rendered up to project cancelation.

5.3 COMPENSATION FOR ADDITIONAL SERVICES

5.3.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with the attached Rate Schedule (Exhibit A).

5.3.2 Owner reserves the right to change time and scope of the Work (Change Orders). If Owner changes either time or scope, the CM's fees shall be adjusted in accordance with the attached Rate Schedule (Exhibit A).

5.3.3 If the duration of this Agreement exceeds or is extended by 60 calendar days through the fault of Owner, Design Professional, or Contractor and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided Owner has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by Owner and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

5.4 REIMBURSABLE EXPENSES

5.4.1 For Reimbursable Expenses, only actual, reasonable costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.4.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM and CM's consultants in relation to the services provided in this Agreement.

ARTICLE 6 - PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned for more than 3 consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, CM shall be compensated for all authorized services performed prior to the receipt of written notice from Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than 3 consecutive months, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

6.4 INSURANCE

CM shall maintain the required insurance for its operations, including general liability insurance in an amount of at least $1,000,000 and professional liability insurance in an amount of at least $1,000,000, as well as workers' compensation insurance as required by law, with an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California. CM shall provide Owner with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Owner, as evidence that the required insurance is in full force and effect. Each certificate of insurance and signed insurance policy endorsement must specifically provide verification that Owner and its directors, agents, officers, and employees have been added as additional insureds on the insurance policy being referenced. CM and any insurance company providing the insurance required by this section must waive any right of recovery or subrogation it may have against Owner.

ARTICLE 7 - CM'S RECORDS AND FILES

CM shall make files available for inspection and copying by Owner upon reasonable notice. Owner or Owner's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate workspace in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS, MATERIALS AND SYSTEMS

8.1 OWNERSHIP

All systems, materials and documents developed for and with Owner resources shall become the property of Owner, whether or not the Project for which they are developed is executed. Upon completion or termination of CM's Basic Services and Additional Services under this Agreement, CM shall promptly provide to Owner all files related in any way to the Project, including but not limited to all documents, correspondence (including internal and external correspondence), systems and materials, both electronic and hard copy format, excluding CM's internal accounting books and records addressed in Article 7. CM shall be permitted to retain copies for information and reference at CM's expense.

8.2 INDEMNIFICATION

Owner will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that Owner's or CM's use of systems, materials or documents is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 - DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but not earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties may submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules.

9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and Owner which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

.1 ARBITRATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

.2 LITIGATION WITH CONTRACTOR

If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or Owner claims that the acts or omissions of CM are involved, in whole or in part, any claim by Owner against CM arising out of or in connection therewith may be asserted, at the option of Owner, against CM in the same litigation.

ARTICLE 10 - EXTENT OF AGREEMENT

10.1 AUTHORITY OF AGREEMENT

10.1.1 This Agreement represents the entire and integrated agreement between Owner and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Owner and CM.

10.2 EXHIBITS

10.2.1 This Agreement includes the following exhibits attached hereto:

Exhibit A: *Rate Schedule*

10.3 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to make the Contractor or any Subcontractor (regardless of tier), any employee or agent of the Contractor or any Subcontractor, or any person, including Design Professional or any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between Owner and CM.

10.3.1 It is agreed that the relationship of CM to Owner is that of an independent contractor, that CM shall provide all Services under this Agreement as an independent contractor, and that CM shall not have the authority to bind or make any commitment on behalf of Owner. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between CM and Owner.

As there is no agency relationship with Owner, CM and its employees are not employees of Owner and therefore not eligible for unemployment insurance, disability insurance, workers' compensation, employee benefits, and/or other stipulations of Owner' personnel policy.

10.3.2 This Agreement has been executed and delivered in the State of California and the venue will be the Plumas County and the validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the laws of the State of California.

ARTICLE 11 - NOTICES

11.1 OWNER AND CM

All notices or other documents required or permitted to be given hereunder shall be personally delivered, sent by private overnight courier, or sent by certified mail, postage prepaid, return receipt requested, addressed to the parties at the address for that party on the signature page of this Agreement.

Notices sent by certified mail shall be deemed received the third business day after posting in the US Mail, and notices sent by private overnight courier shall be deemed received the first business day after delivering the same to the private overnight courier during regular business hours.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon Owner and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of Owner.

12.1 CM'S DEATH OR INCAPACITATION

12.1.1 If CM transacts business as an individual, upon CM's death or incapacitation, Owner may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither CM nor CM's estate shall have any further right to perform hereunder, and Owner shall pay CM or the estate the compensation payable under Article 5 for any services rendered prior to this termination not theretofore paid. This compensation shall be reduced by the amount of additional costs that will be incurred by Owner by reason of this termination.

12.1.2 If CM transacts business as a corporation, partnership, sole proprietorship or other entity with more than one officer, employee, or representative accepted by the Owner as the CM, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, Owner may choose to continue services with CM and make payments to CM as though there had been no such death or incapacitation; Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of

death or incapacitation among any group of persons retained or employed by CM herein. If death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 13 - TERMINATION OF AGREEMENT

13.1 OWNER-INITIATED TERMINATION

13.1.1 If Owner determines that CM has failed to perform in accordance with the terms and conditions of this Agreement, Owner may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 10 days (or more, if authorized in writing by Owner) after receipt of a notice of intention to terminate from Owner specifying the failure in performance. If a termination for cause does occur, Owner will have the right to withhold monies otherwise payable to CM until the Project is completed. If Owner incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by Owner exceeds the amount withheld, CM shall be liable to Owner for the difference.

13.1.2 Owner may terminate this Agreement for convenience at any time upon written notice to CM, in which case Owner will pay CM in full for all services performed in compliance with and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.2 CM-INITIATED TERMINATION

13.2.1 CM may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to Owner, in which case Owner will pay CM in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination, minus all costs incurred by Owner in identifying, contracting with, and bringing up to date a new construction manager to manage the Work. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to Owner or in the possession of CM, and to authorized Reimbursable Expenses. No other compensation or lost profit will be payable for such termination.

13.3 DOCUMENTS AND MATERIALS

13.3.1 In the event of Agreement termination by either party for any reason, Owner reserves the right to receive, and CM shall promptly provide to Owner, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 6 shall not derogate from the right of Owner to receive and use such documents or materials.

14. INDEMNIFICATION

14.1 CM shall indemnify, protect, defend and hold free and harmless Owner and its board members ,agents, representatives, officers, employees, and volunteers (the “Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of CM, its directors, officials, officers, employees, contractors, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement. This indemnity excludes CM’s liability as to the active or sole negligence or willful misconduct of Owner.

IN WITNESS WHEREOF, THE CITY OF OROVILLE (OWNER) and TROVER CONSTRUCTION PROJECT MANAGEMENT LLC (CM) have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: Trover Construction Project Management LLC

By: Name: Nick Trover Title: Owner

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(Signature) (Date)

CONSTRUCTION MANAGER ADDRESS: 974 Forest Ave Chico, CA 95928

CITY OF OROVILLE REPRESENTATIVE:

By: Name: Title:

.

(Signature) (Date)

CITY OF OROVILLE ADDRESS: 1735 Montgomery Street Oroville, CA 95965

EXHIBIT A

Discipline	Hourly Rate
Project Management Services	
Project Manager	$165.00
Assistant Project Manager	$145.00
Project Engineer / Coordinator	$120.00

TROVER CONSTRUCTION PROJECT MANAGEMENT FEE SCHEDULE

*VEHICULAR REIMBURSMENT $0.60 PER MILE
**MISC. EXPENSES CHARGED AT ACTUAL COST PLUS 10%

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **MATT THOMPSON, P.E. ACTING CITY ENGINEER**

RE: **CHANGE ORDER WITH R&R CONSTRUCTION FOR PORTLAND LOO PROJECT AT BEDROCK PARK**

DATE: **JUNE 20, 2023**

SUMMARY

The Council may direct staff to approve Change Order #1 for the additional proposed work at Bedrock Park as part of the 2023 Portland Loo Project.

DISCUSSION

On April 4, 2023, City Council approved the Award of Contract to R&R Horn Contractors, Inc. for the construction of the 2023 Portland Loo Project. This project is to install the two Portland Loo restrooms, one at Bedrock Park and one at Centennial Plaza. Since the award to R&R Horn, the Public Works Department requested a proposal from R&R Horn for additional work at the Bedrock Park location. The work would involve installing an additional 525 feet of electrical conduit and wire and 475 feet of water line to provide the infrastructure needed for an irrigation system.

Bedrock Park currently does not have a working irrigation system. The proposed work would bring water and power to two hubs in the lawn areas of the park and allow the Public Works department to design and install the irrigation system the park desperately needs. The estimate from Engineering Staff priced the additional work at $97,500.00, R&R Horns submitted their proposal at $92,807.00. If approved the additional work this would bring the total cost of the 2023 Portland Loo Project to $599,976.00

FISCAL IMPACT

The funds in the amount of $92,807.00 for the additional work at Bedrock Park will come from Fund 7311-8010 Capital Projects and Improvement Fund, Building and Improvements.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to approve the Change Order.

ATTACHMENTS

Site Map

R&R Horn Change Order Proposal.

Proposal for:
2023 Portland Loo Project - Bedrock Park Added Work
from
R&R Horn Contractors, Inc.
P.O. Box 6697, Chico, CA 95927
(530) 342-8655 Fax: (530) 892-1324
License: 958638 Type: A,B - DIR #1000007553

Bid Date: 3/16/2023
Time: 2:00PM

Oroville City

Item	Description	Quantity	Unit	Unit Price	Total Price
CHANGE#1	**Change Order #1**				
01	ELECTRIC CONDUIT 2” DIA. PVC	525.00	LF	60.00	31,500.00
02	DOMESTIC WATER SERVICE 2” DIA. PVC	475.00	LF	58.00	27,550.00
03	GATE VALVE 2.0" DIA.	3.00	EA	1,100.00	3,300.00
04	CALTRANS RSP ES-8A ELECTRIC PULL BOX	4.00	EA	1,400.00	5,600.00
05	ROADWAY EXCAVATION	1.00	LS	4,500.00	4,500.00
06	AGGREGATE BASE	87.00	TN	71.00	6,177.00
07	BACKFLOW PREVENTER ENCLOSURE	1.00	EA	1,600.00	1,600.00
08	ASPHALT CONCRETE	6.00	TN	1,000.00	6,000.00
09	CONCRETE PAD/SIDEWALK	140.00	SF	47.00	6,580.00
				Total:	92,807.00

√ **= Locked Bid-Item**
! = Zero Total Price

Attachment Enclosed

6/01/2023 2:10 pm

Estimator: Kevin Albert

Job Conditions - Attachment 'A'

2023 Portland Loo Project - Bedrock Park Added Work

The following proposal is based on the drawing titled " Proposed Addition to Portland Loo Project At Bedrock Park" and modified based on a conference call on 5/23/23.

SCOPE:

Includes labor, equipment, and materials to install bid items 1,2,3,4,5,7,8,9,10.
Notes:

Item #1&2: Trench path will not enter planter area with cobbles. Asphalt trench path will be to the south of the cobble planter.
Item #3: 2" brass gate valve in a Christy Box 10-1/4" x 16-3/4".
Item #4: Caltrans pull box. locations to be near the new Portland Loo in the planter area, at the splice, and at each end.
Item #5: Includes AC & Concrete cutting and demo.
Item #6: Deleted
Item #11 & 12: deleted and included in item #1.

EXCLUSIONS:

Excavation production of less than 25 CY per hour due to unsuitable ground conditions.
Removal of any underground utilities (existing water, gas, leach lines)
Excavation in material unyielding to the normal operations of a CAT 310 excavator.
Permits, fees, engineering, testing.
Storm Water Pollution Prevention Plan, or Best Management Practices.
Additional insurance above $2,000,000 liability.
Removal of unsuitable soil, and work during inclement weather.
Handling and removal of hazardous materials.
Interference from others, their equipment and/or install work.
Work related to unmarked utilities.
De-watering.
Cost of bonds. Bond rate available upon request.
Slurry seal, prime coat, or seal coat.
Surveying or construction staking.
Striping or signage.
Anything not specifically included in scope description.
No landscaping or irrigation included.
No import of topsoil or planter backfill.
Utilities installed to within 5' of building footprint unless otherwise noted.

CONDITIONS

This proposal is based on move ins as shown. No weekend or night work included, except for our convenience.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Work shall be accomplished per mutually agreed upon phasing schedule, weather and ground conditions permitting, during normal working shifts.

R&R Horn Contractors, Inc.

REVISI

Job Conditions - Attachment 'A'

2023 Portland Loo Project - Bedrock Park Added Work

Quantities for work proposed where based on a visual assessment of the project site. Any additional areas that require reconstruction will be billed at the unit rate given in the proposal unless otherwise agreed upon.

_____

Estimator, R&R Horn Contractors, Inc.

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

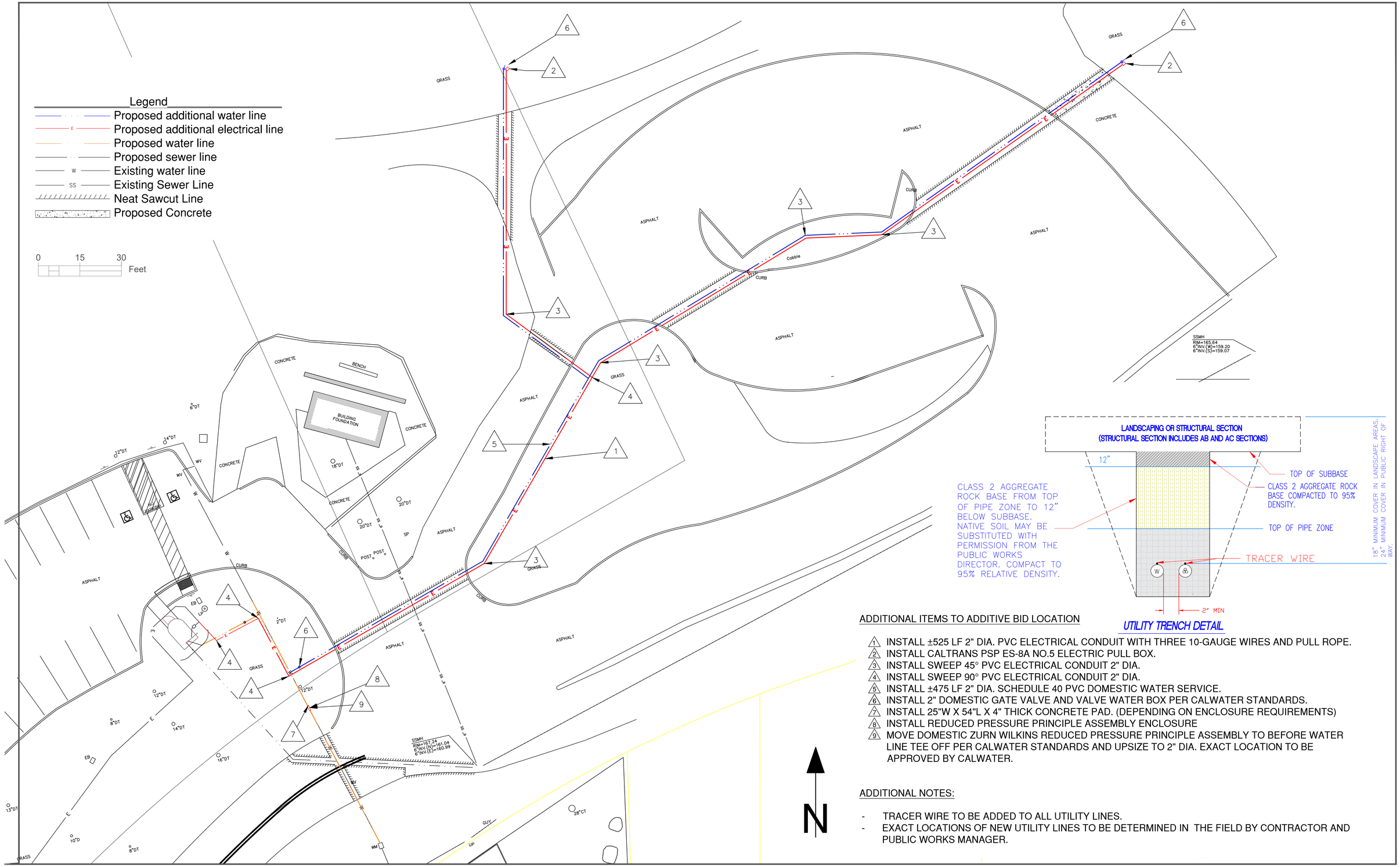
Acceptance of Proposal
The stated prices, specifications and conditions are Satisfactory and are hereby accepted. You are authorized to do the work as specified. All payments are due and payable on the 10th day after an invoice is received. A 2.0% monthly service charge will be assessed on overdue accounts. Full payment is due within 35 days of completion of our work.

Signature:_____Date of Acceptance:_____
Name and Title:_____

Legend

- Proposed additional water line
- Proposed additional electrical line
- Proposed water line
- Proposed sewer line
- Existing water line
- Existing Sewer Line
- Neat Sawcut Line
- Proposed Concrete

0 15 30 Feet



UTILITY TRENCH DETAIL

ADDITIONAL ITEMS TO ADDITIVE BID LOCATION

1. INSTALL ±525 LF 2" DIA. PVC ELECTRICAL CONDUIT WITH THREE 10-GAUGE WIRES AND PULL ROPE.
2. INSTALL CALTRANS PSP ES-8A NO.5 ELECTRIC PULL BOX.
3. INSTALL SWEEP 45° PVC ELECTRICAL CONDUIT 2" DIA.
4. INSTALL SWEEP 90° PVC ELECTRICAL CONDUIT 2" DIA.
5. INSTALL ±475 LF 2" DIA. SCHEDULE 40 PVC DOMESTIC WATER SERVICE.
6. INSTALL 2" DOMESTIC GATE VALVE AND VALVE WATER BOX PER CALWATER STANDARDS.
7. INSTALL 25"W X 54"L X 4" THICK CONCRETE PAD. (DEPENDING ON ENCLOSURE REQUIREMENTS)
8. INSTALL REDUCED PRESSURE PRINCIPLE ASSEMBLY ENCLOSURE
9. MOVE DOMESTIC ZURN WILKINS REDUCED PRESSURE PRINCIPLE ASSEMBLY TO BEFORE WATER LINE TEE OFF PER CALWATER STANDARDS AND UPSIZE TO 2" DIA. EXACT LOCATION TO BE APPROVED BY CALWATER.

N

ADDITIONAL NOTES:

- TRACER WIRE TO BE ADDED TO ALL UTILITY LINES.
- EXACT LOCATIONS OF NEW UTILITY LINES TO BE DETERMINED IN THE FIELD BY CONTRACTOR AND PUBLIC WORKS MANAGER.

DATE	NO.	REVISION	BY	APP'D

FIELD BOOK
ELEVATION DATUM
DRAWN 04/20/23
DESIGNED
CHECKED
SCALE 1" = 15'
APPROVED

CITY OF OROVILLE
PUBLIC WORKS
1735 MONTGOMERY STREET
OROVILLE, CALIFORNIA 95964 (530) 538-2420

PROPOSED ADDITION TO PORTLAND LOO PROJECT AT BEDROCK PARK

SHEET 1 OF 1 SHEETS
FILE NO. --

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR**

RE: **AGREEMENT WITH INTERWEST FOR PLANNING SERVICES**

DATE: **JUNE 20, 2023**

SUMMARY

The Council will consider an agreement with Interwest, for contract Planning Services.

DISCUSSION

With the June 9, 2023, exit of the city's full-time Assistant Planner, the city now has one Principal Planner who works approximately 30 hours per week, and one part-time contract Planning Associate. With a consistently high workload, this critical department seeks to continue moving projects forward and ensuring they meet or exceed all community standards and codes. There are several projects which require specific planning expertise and must be completed in a timely manner. Additionally, the need for Economic Development expertise is fundamental with the inquiries the City has received.

While recruitment for two planning staff positions is ongoing, the City seeks to backfill its lost capacity by tapping various planning specialties through Interwest, which has a pool of 28 planners who can respond to the city's planning needs on short notice. Rates are $125 per hour for an Associate Planner and $100/hour for an Assistant Planner. The majority of this work will be done remotely; however consultants can be available to work at City Hall as needed. Interwest consultants will work under the direction of Wes Ervin, Principal Planner, and the new Community Development Director when that position is filled.

Interwest will cover all licenses, registrations, and insurances necessary for these services. Attached is a copy of the Statement of Qualifications for your review.

FISCAL IMPACT

This anticipated cost for services will be covered in Account. No. 2202-6360 with the salary savings from the vacant Associate Planner position as budgeted in the Planning Department 2202-5110, with costs not to exceed $88,000 without Council approval.

RECOMMENDATION

Adopt Agreement No. 3460 -- A Services Agreement for professional Contract Planning Services by and between the City of Oroville and Interwest, Inc.

ATTACHMENTS

1. Agreement No. 3460
2. Interwest Summary of Qualifications, including:
    - D (on Pages 8 & 9): Scope of Work to be performed under the direction of the Principal Planner
    - E (on Page 13): Cost Proposal

SERVICES AGREEMENT (PROFESSIONAL SERVICES)
On-Call Planning Services
City Agreement No. *3460*

This Services Agreement (Professional Services) for On-Call Planning Services ("**Agreement**") by and between the City of Oroville, a California charter city ("**City**"), and **Interwest, a SAFEbuilt Company** ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the Services more particularly described in this Agreement and Exhibit "A," and generally including professional planning Services on an on-call basis.

B. On May 30, 2023, the Consultant submitted a proposal demonstrating the Consultant's qualifications and experiences to provide such Services.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as professional planners in good standing under California law, will, *under the direction of the **City's** Principal Planner, perform Services as needed from among those described in the Summary of Qualifications* , attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, the City Administrator ("**City's Authorized Representative**"). Services required by the City shall be determined by task orders issued by the City and accepted by Consultant.

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional Services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the dates and within any timeframes set forth in task orders issued by the City and accepted by the Consultant. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.6. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in *Section E of the Qualifications Statement for Comprehensive Planning Services,* attached hereto as **Exhibit "A"** 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. If the City authorizes Consultant to perform Services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance

with the rates and charges in Exhibit "A." Consultant will not be entitled to any compensation for additional Services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts. Separate invoices shall be submitted for individual task orders.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns **Eric Norris,** to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Brian Ring, City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
bring@cityoforoville.org

TO CONSULTANT: Paul Meschino, Vice President of Operations
39355 California Street, Suite 200
Fremont, CA 94538
enorris@interwestgrp.com

5. TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any

claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto. Consultant shall have no liability arising from the use of any Work Product for any purpose or on any project other than that for which it was produced.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.1.1. Name and contact information of any witness;
9.1.2. Name and address of the injured or deceased person(s); and
9.1.3. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all third party liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's sole or active negligence, or willful misconduct. To the extent that Services are "design professional Services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance. Notwithstanding any provision of law to the contrary, Consultant shall have the right to control the defense and settlement of any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's approval. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.

11. INSURANCE. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of $1,000,000 per occurrence. If

the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than $1,000,000 per accident, combined single limit.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Professional Liability. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least $1,000,000. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.5.2. The Consultant's insurance is primary and no insurance held by the City will be called upon to contribute to a loss. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.6.2. Any deductible or self-insured retention of $100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent, which shall not be unreasonably delayed or withheld. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

#####

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF OROVILLE,
a California charter city

By:_____
David Pittman, Mayor

CONSULTANT:
INTERWEST
a corporation,

By:_____
Paul Meschino, VP of Operations

ATTEST:

By:_____
Jackie Glover, City Clerk

Date:_____ ("**Effective Date**")

APPROVED AS TO FORM:

_____

Scott Huber, City Attorney

EXHIBIT “A”

INTERWEST QUALIFICATIONS FOR COMPREHENSIVE PLANNING SERVICES

INCLUDING

AS NEEDED SCOPE OF SERVICES (SECTION D, page 9)

COST PROPOSAL (SECTION E, page 13

INTERWEST
A SAFEbuilt COMPANY



CITY OF OROVILLE

QUALIFICATIONS FOR:

Comprehensive Planning Services

MAY 30, 2023

PROPOSAL MAIN CONTACT:
Eric Norris
Principal Planner
530.574.4875
enorris@interwestgrp.com

www.interwestgrp.com

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A. Cover Letter

May 30, 2023

City of Oroville
1735 Montgomery Street
Oroville, CA 95965
Attn: Dawn Nevers
Assistant Community Development Director

Subject: Interwest Consulting Group – Planning Qualifications

Dear Ms. Nevers:

We understand the City of Oroville may require contract planning support and Interwest Consulting Group (Interwest) is pleased to submit the following qualifications for your review.

The seamless integration of municipal service professionals in support of public agencies has been our purpose since Interwest's inception in 2002. We pride our success on effective communication and are committed to a "no surprise" approach built upon presenting ideas, asking questions, and identifying and addressing issues early in the process. This experience allows our team members to effectively serve and represent the interests of our public agency clients and their communities.

Our Project Manager, Eric Norris, has provided professional planning services for more than 30 years and brings a wealth of experience in all aspects of project management, entitlement, urban planning, zoning, architecture, and community development. He will be supported by a team of expert planners who will support the City throughout the duration of the contract. Contact information for Eric is included below:

Eric Norris
Project Manager | Principal Planner
530.574.4875 | enorris@interwestgrp.com

Local Office: 39355 California Street, Suite 200, Fremont, CA 94538 // 510.796.3003

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should any questions arise, I can be contacted at 619.372.9962 or via email at pmeschino@interwestgrp.com.

We appreciate the opportunity to present our proposal to the City of Oroville and look forward to discussion how Interwest might assist your community.

Respectfully Submitted,

Paul Meschino
Vice President of Operations



B. Company Profile

Interwest is prepared to assist the City of Oroville by providing as-needed Planning Services. Interwest is a multi-disciplinary firm that provides a range of services to municipalities across California including Planning, Engineering and Public Works, Building and Safety, Transportation Planning, and Real Property. Our total client list exceeds 250 public agencies in California and our team of nearly 500 professionals has provided services to municipalities for nearly two decades.

Relying on our deep experience with current practices and regulations, we are dedicated to reaching successful outcomes for our public agency clients. Our approach is to complete the assignments in a manner consistent with the City's adopted policies, regulations, and practices. Our proposed team can provide a broad range of the services requested by the City, with team members selected specifically for their strong backgrounds, extensive knowledge, and relevant experience.

Members of our team have been involved in project management, municipal entitlement, and architectural and urban design critiques for cities and public agencies throughout northern California. We have experience in providing solutions or alternative approaches to design whether regarding the siting of new buildings, design of open space, or parking facilities.

INTERWEST

Corporate Entity

Colorado Corporation, legally certified to conduct business in the State of California

Ownership

Interwest Consulting Group is a wholly owned subsidiary of SAFEbuilt, LLC.

Signing Authority

Paul Meschino
President, Interwest Consulting Group

Primary Project Contact

Eric Norris
Project Manager | Primary Contact
530.574.4875| enorris@interwestgrp.com

Project Office

1613 Santa Clara Drive, Ste. 100
Roseville, CA 95661
916.781.6600

THE INTERWEST ADVANTAGE

We pride our success on effective communication. We are committed to a "no surprises" approach built upon presenting ideas, asking questions, and identifying and addressing issues early in the process. We will propose options, seek direction, and implement solutions in close coordination with the City. We welcome this opportunity to help maintain the quality of life and unique character that makes the City a desirable community. We believe our planning team will provide superior resources for meeting your immediate needs and long-term goals. Our team will deliver the following fundamental elements and advantages to the City:



Customer service.
One of the keys to municipal success is providing your customers with excellent service. We are committed to providing you and your constituents a level of service that will meet or exceed your expectations.



Budget-conscious approach and implementation.
Our services are provided in a cost-effective manner and will be adjusted to remain within City budget constraints.



Tailored, *City*-specific services.
We are responsive to the dynamics of changing programs and policies and will deliver skilled and thorough review to comply with all Federal, State, County, and City adopted codes and ordinances.



Timely turnaround service.
We work with you to develop an effective and responsive schedule to meet the time constraints of project delivery.



Effective coordination with other City Departments.
Our staff are an extension of many City Departments and promote collaboration and cooperation with other departments and agencies. We will establish multiple communication solutions available which will be flexible to the unique needs of the City.



Ability to adjust service levels to meet your needs.
We can quickly fine-tune staff or staffing levels to match changes in activity to ensure a high level of customer service is maintained.

C. Organization and Staffing



The proposed Interwest team has extensive experience in providing architectural review, application of California Environmental Quality Act, and conformance with federal, state, and local regulations. The Interwest team also has experience with facilitating, leading, and assisting planning staff with long-range planning initiatives. Our proposed team members have significant direct experience working as municipal employees and as contract staff members in jurisdictions throughout California. Individually, the professionals selected to serve the City of Oroville excel in each of their backgrounds. As a team, they possess the professional capability to innovatively create and implement effective solutions with your agency and the community's interests in mind.

The organizational chart provided below highlight our project team, company roles, areas of expertise, and the organization of our project team. No staff changes will be made without prior approval from the City. Resumes of our project staff are included on the pages that follow.

ORGANIZATIONAL CHART

CITY OF OROVILLE, CALIFORNIA
INCORPORATED 1906

PROJECT MANAGER

Eric Norris
Project Manager

INTERWEST PLANNING TEAM

Nick Pergakes
Principal Planner, Urban Design

Richard Walker
Principal Planner, CEQA

Erwin Ordonez
Principal Planner, Housing

Ami Upadhyay
Senior Planner

Lark McNeill
Senior Planner

Samina Limkhedawala
Associate Planner

Matt Jones
Associate Planner

THE INTERWEST TEAM

The following staff has been carefully selected based on their capabilities and experience to provide the requested services to the City. The following qualifications represent our KEY STAFF—resumes are provided in the Appendix at the end of this proposal.



Eric Norris
PRINCIPAL PLANNER/PROJECT MANAGER

Eric provides planning and management services to Cities and Counties throughout California. He brings to his work more than 30 years of experience, including: preparing and managing the processing of major projects, including General Plans for several California cities and counties; serving as Planning Director/Planning Manager for several California cities; and preparing various planning studies, ordinances, resolutions as needed to implement policy direction from City Councils. Eric excels at finding creative solutions to problems, including making the most of limited budgets. His work on the City of Calimesa General Plan was highlighted by the State of California Department of Conservation Strategic Growth Council as an example of maximizing the benefit of the Council's grant to the City.



Nick Pergakes, AICP
PRINCIPAL PLANNER | URBAN DESIGN

Nick is an AICP-certified planner with more than 20 years of experience in urban design, land use planning, and zoning/form-based codes throughout Northern and Southern California. Nick has prepared or in the process of preparing several Zoning Code updates for the City of Corning, San Benito County, City of Rancho Cordova, City of Irwindale, and City of Covina. He has worked in both the public and private sectors as an urban planner, urban designer, project manager, and team manager. Nick has overseen and prepared award-winning master plans, specific plans, corridor studies, and zoning/form-based codes in cities across California and the U.S. As a member of the American Planning Association and Congress for New Urbanism, Nick presents regularly at conferences on transit-oriented development, placemaking, and zoning/form-based codes.



Richard Walker
PRINCIPAL PLANNER | CEQA

Richard is an experienced Land Use Planner with a demonstrated history of California land use and environmental project management. Richard will support the Interwest team as a subconsultant and will use his expertise in Environmental Documentation (CEQA/NEPA) and Zoning Code. Additionally, Richard is experienced in Land Use, Environmental Law (CFR/PRC), Site Design, and Legal Research. Richard is a strong community and social services professional with more than 24 years of experience.



Erwin Ordonez
PRINCIPAL PLANNER | HOUSING

Erwin has over 25 years of work experience managing community development, housing and economic development programs and projects and 10+ years of managing local housing agencies and supervision. He has worked in conjunction with elected officials, senior management, community groups, developers, nonprofits and colleagues in other agencies to build professional relationships and to identify goals and complete projects of community significance. He understands housing opportunities at all socio-economic levels, while maintaining safe livable communities with the necessary economic activity required to thrive.

Lark McNeil
SENIOR PLANNER

Lark is a Senior Planner with over 34 years of planning experience. Her experience with current and advance planning and her progressive levels of municipal planning duties have provided her a broad understanding of the practical issues involved in planning and zoning. Lark has extensive experience in both public an private land use sectors. She also has a strong background in land use and underwriting.



Ami Upadhyay
SENIOR PLANNER

Ami Upadhyay is an accomplished Senior Planner providing planning and design services for more than 15 years. She has worked for a variety of municipal governments as a planner and for private companies as an architect. She is a skilled Project Manager who brings a wealth of experience in all aspects of urban planning; with specialized experience in current planning, GIS, urban design, and housing elements.



Samina Limkhedawla
ASSOCIATE PLANNER

Samina has nearly four years of experience in architecture, urban and transportation planning and ecological design. She received a master's degree in urban planning while maintaining a 4.0 GPA and received certifications in Transportation Planning and Sustainable Urbanism. Her years of experience provides her with a keen depth of knowledge in various urban planning projects. Samina is familiar with ArcMap/ArcGIS, Autodesk Auto CAD and Revit.



Matt Jones
ASSOCIATE PLANNER

Matt has three years of experience working in local government processing development projects for compliance with local, state, and federal regulations. He has worked firsthand with City officials and has obtained on the job knowledge pertaining to local, State and Federal codes and ordinances. Matt is an excellent problem solver, consistently follows through on tasks, and can balance multiple projects concurrently, making him a valuable resource on any planning project.

D. Description and Approach



Understand of the Scope of Work

Interwest understands that the City of Oroville is seeking a qualified professional consultant to provide as-needed and on-call supplemental support services to assist with multiple development and planning projects requiring different skill sets. Our team has a thorough understanding of regulatory and technical requirements for zoning code amendments.

- Interwest staff will be present at City Hall and hold regular office hours as agreed upon by staff and Consultant.
- Interwest will develop and maintain good working relationships with other city departments, other jurisdictions, and the public.
- Our team will analyze projects for compliance with the City's General Plan, zoning ordinance, Subdivision Map Act, Design Guidelines, applicable specific plans, and other policies.
- Interwest will review and process ministerial applications and discretionary entitlements, including: Plan Checks, Zoning Clearances, Sign Permits, Use permits, Variances, Design Review, Tentative Maps, and General Plan and Zoning amendments.
- Our team will compile and analyze data on economic, social, environmental, and physical factors affecting land use.
- We will meet with developers, engineers, property owners, contractors, and other individuals to discuss, advice, explain processes and suggest improvements regarding potential projects, pre-applications, development applications, feasibility analysis, conceptual development plans and code interpretation.
- Interwest will staff Planning Commission meetings (held monthly or as needed), Design Review Committee meetings (as needed), and Site Review Committee meetings (as needed). Our team has the ability to write

Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations.

- Interwest will attend public hearings and community meetings as necessary.
- We will analyze projects for CEQA compliance.
- Our team has the ability to review projects and provide comments within timelines specified by the Permit Streamlining Act and the City.
- We will provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules, and staying within budget.
- Our team will answer public inquiries by telephone, mail or in person at a public counter regarding property zoning and/or General Plan land uses, application submittal requirements, etc.
- Interwest will facilitate special projects including but not limited to the General Plan Update, the Housing Element Update, annual reporting to Housing and Community Development and maintaining consistency of the Development Code with current legislation and legal requirements.
- Our team has the ability to provide budget estimates for general services and cost estimate for specific projects.

Interwest emphasizes superior customer service to all our employees and our staff members bring a can-do attitude to their work. There are certain principles and practices that Interwest follows on all planning projects and assignments. At the foundation of our services is a commitment to the success of our clients. Our goal is to assist our client agencies with meeting their objectives. To achieve this commitment, we employ the following practices:

- **Identify Issues Early:** The first and best strategy to provide cost effective services is to ensure a clear understanding up front regarding project expectations. There may be key issues associated with a project or assignment that, left unresolved, have the potential to cause delays or require work to be redone. Identifying key project issues early can result in overall time and cost savings.
- **Consider Options:** Often, the right approach to a challenge is influenced by the specific agency and its past decisions and priorities. We approach our work with open minds, consider a range of approaches and solutions, of help our clients identify their right solution.
- **Get Concurrence on Initial Work Products:** It is important that City staff review preliminary work products to ensure they meet City expectations. We will provide draft work products at key intervals and the City's timely review and direction will help to ensure successful outcomes.
- **Periodic Team Meetings:** We have found that regular team meetings, sometimes as often as every week based on level of activity, can help ensure services are meeting the client agency's expectations. In a world of priorities, it is helpful to make sure that all team members are on track and informed.
- **Cost Tracking:** Whether working on City-funded projects or developer/cost recovery assignments, we are committed to working within assigned budgets. Interwest is experienced providing cost-recovery funded services to many local agencies. Our accounting systems are flexible and able to present information in a form that best serves our client's needs and we are able to real-time project costs as needed.

The Interwest Approach

Interwest's staff has extensive experience reviewing project site plans and building plans to ensure that they are complementary and achieve municipal design goals. The built environment is one of the primary ways that a community is viewed by its inhabitants and visitors alike. We understand the importance. This can be for compliance with adopted design guidelines, but should also go beyond the articulation, modulation, and fenestration of an individual building by taking into account the urban fabric of the entire community. Our staff has both the design

experience, technical knowledge and the practical experience of operating in the real world to achieve the project and City's design goals.

PROJECT MANAGEMENT / ENTITLEMENTS

Interwest's planners have worked in cities and counties throughout California and are very aware of the similarities and the differences of each client agency. We understand the pressures that applicants and project reviews can place upon agency staff, and we tailor our approach to the values and priorities of each of our clients.

For most of our client agencies, there is general support for new development as long as such development protects and enhances the character of the community. The goals and expectations of each agency vary, and we adjust our practices to meet both the explicit standards adopted by the City as well as the expectations established by the City's decision makers and the practices regularly employed by City staff. Our intent is to match the approach and level of review typically applied by City staff.

Our planners understand that land-use regulations, transportation planning, adequate infrastructure, appropriate financing mechanisms, and other technical aspects of development all contribute to successful projects.

Interwest staff, acting as an extension of City staff, can review, process and prepare staff reports for consideration by the appropriate approval body. As such, they know that coordination among departments is critical to successful project reviews. Our planners understand that land-use regulations, transportation planning, adequate infrastructure, appropriate financing mechanisms, and other technical aspects of development all contribute to successful projects.

Interwest's Project Manager, Eric Norris, brings more than 30 years of experience providing a broad range of planning services in the public and private sectors including preparing and managing the processing of major projects, including General Plans for several California cities and counties; serving as Planning Director/Planning Manager for several California cities; and preparing various planning studies, ordinances, resolutions as needed to implement policy direction from City Councils. Our staff has the depth of experience to tackle the routine or difficult and controversial projects with tact until project completion and to the satisfaction of the City.

ADVANCED PLANNING



Advance Planning typically involves the preparation of policy documents and development standards that will guide future development. This is an area where the Interwest Planning Team excels. Unlike many consulting firms, our senior staff have the dual experience of writing many policy documents, including general plans, zoning codes, design guidelines and development standards as well as implementing such documents through the project review process. Through this hands-on application, we understand the value of clear and well written development standards that provide the answers needed by City staff and the development community.

In addition to more typical advance planning projects, our staff is prepared to assist the City with those unusual and unique projects that arise. In the past, our staff have assisted with corridor planning, municipal facilities, coordination with affiliated agencies and in many more capacities. We are creative problem solvers and are always excited to take on a new challenge.

Interwest staff is familiar with industry standard practices for CEQA reviews. We strive to identify the minimum appropriate level of review for projects with a goal of cost effective and legally defensible determinations. We routinely manage the CEQA review process, coordinating with other consultants and subject matter experts, to

prepare the appropriate CEQA documents on behalf of the City. Serving as an extension of staff, we will complete the majority of all CEQA analysis required for City-sponsored projects as well as developer projects.

SPECIAL STUDIES / HOUSING STUDIES

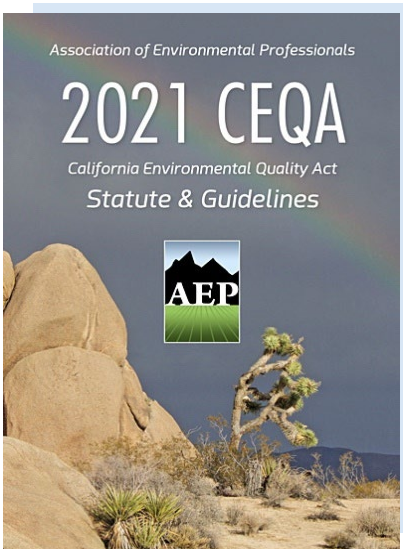
Members of the Interwest planning team have participated in special planning studies covering a wide range of topic areas. We are well versed in research methods and working with regional planning agencies to collect the information needed for data driven solutions. We also have experience designing and executing community outreach programs to ensure the interests of community members are understood. Our assembled staff has key housing specific areas of expertise that include:

- Multi-year experience at the city level reviewing, *evaluating and making funding recommendations* related to the Housing Trust of Silicon Valley requests (including its predecessor the Housing Trust of Santa Clara County) for the Cities of Santa Clara and Morgan Hill, and Town of Los Gatos.
- Multi-year experience at the city level *administering city-wide housing rehabilitation and retrofit programs* including loan and grant programs for the Cities of Santa Clara and Morgan Hill which also included mobile home loans and rehab grants. Experience at the City-wide level through Technical Expert participation in the County of Santa Clara CDBG/HOME Technical advisory committee which made annual funding recommendations for the City's Rehabilitation Loan Program.
- Multi-year experience at the local level *supporting efforts to develop a variety of housing types*.
- Multi-year experience at the local level to *develop and facilitate lower income ownership housing developments and programs* including sweat-equity (in conjunction with Habitat for Humanity) or through partnership or inclusionary housing programs with local builders. This includes creation of ordinance, program documents, and necessary recording documents such as deeds of trust, affordable housing covenant deed restrictions, request for notice, and even promissory notes to capture equity for the Cities of Santa Clara and Morgan Hill and Town of Los Gatos.
- Multi-year experience *working in collaboration with housing advocacy groups* such as the Nonprofit Housing Coalition of Northern California, Silicon Valley Leadership Group, Santa Clara Valley Housing Action Coalition, Catalyze Silicon Valley, and Silicon Valley @Home to develop consensus regarding housing needs and the importance of housing production
- Multi-year experience working in collaboration with the Association of Bay Area Governments (ABAG), Santa Clara County Cities, and Santa Clara County Area Planning Officials (SCCAPO) to *review State Housing mandates related to the Regional Housing Needs Allocation and its precursor the Housing Needs Methodology Committee* for the last three housing element cycles.

Often our agencies require a sound basis for updating development standards and regulations that no longer serve the community's interests. This could include addressing new issues (ride share businesses, Airbnb, commercial cannabis, etc.), changing state regulations (housing, small scale and 5G cellular systems, water conservation, climate change, etc.) or other evolving conditions. In such cases, our staff will research the topic area, identify the range of potential solutions and prepare summaries of options for the City to consider. If requested, our staff will present options to decision makers, consolidate input from public input and prepare draft regulations for consideration by the City.

ENVIRONMENTAL (CEQA/NEPA) REVIEW

At Interwest, we understand the value and importance of environmental documentation to allowing informed decisions that will meet regulatory requirements and stand up should a project be legally challenged. We also approach environmental clearances with an eye for the lowest appropriate level of analysis. Our process is to first consider CEQA exemptions and whether a previous environmental document might provide adequate CEQA coverage. If additional environmental analysis is required, we immediately inform our client, offer options, and seek direction on how to proceed. Our team can undertake both the application review and the environmental documentation of a given project. This approach can benefit a project review by daylighting and resolving environmental issues early in the project review and thereby resulting in an environmentally superior project.



Our services can be provided as technical support to City or municipal staff, as a project manager independently managing third party environmental consultants or as authors of environmental documents. If so directed, our staff can prepare Initial Studies, and Mitigated Negative Declarations/Negative Declarations consistent with municipal policies and practices, CEQA Guidelines, and planning and zoning law requirements.

In addition to environmental analysis of projects under review by the municipality, the Interwest team can also provide third-party peer review of environmental documentation and technical analyses (prepared by others) for projects contemplated by other agencies that have the potential to impact the municipality. In such cases our team would review draft environmental documents and prepare comments on behalf of the municipality.

PROJECT CONTROLS

Interwest has a strong track record of providing personalized service to clients, meeting project schedules, managing tight budgets, and coordinating closely with staff. Interwest will confirm communications protocols at the project kick-off meeting, including key points of contact and which meetings will be held in person or by conference call.



QUALITY CONTROL, QUALITY ASSURANCE

Interwest utilizes sophisticated project management tools to maintain up-to-date schedules, coordinate staff time, and track the project budget. We hold weekly internal Planning staff meetings to determine project priorities, deliverables, and staffing needs to ensure that our projects are completed on time and on budget. Interwest performs internal reviews of all work products before submitting to the City to ensure high quality work products. Our highly iterative process and coordination ensures that product deliverables meet and exceed expectations.

E. Cost Proposal

The rates displayed in the fee schedule below reflect Interwest's current fees for on-call services, project specific budgets are attached.

Classification	Hourly Billing Rate
Planning	
Project Manager / Principal Planner	175
Senior Planner	145
Associate Planner	125
Assistant Planner	100
Planning Technician	90
Administrative	60

** Disclaimer: Beginning July 01, 2024 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.*

F. Resumes, Relevant Projects/Services with References

Eric Norris // PRINCIPAL PLANNER — INTERWEST



3

Years of Experience

Education/License

MA, of Urban and Regional Planning, California State Polytechnic University, Pomona

BA, Communication Arts, California State Polytechnic University, Pomona

Expertise:

Project Management

Zoning Code

Master/General Plans

Eric provides planning and management services to cities and counties throughout California. He brings to his work more than 30 years of experience, including: preparing and managing the processing of major projects, including General Plans for several California cities and counties; serving as Planning Director/Planning Manager for several California cities; and preparing various planning studies, ordinances, resolutions as needed to implement policy direction from City Councils. Eric excels at finding creative solutions to problems, including making the most of limited budgets.

San Benito County Zoning Code

This in-progress revision of the County of San Benito Zoning Code represents a top-to-bottom rewrite and rethinking of the Zoning Code. Interwest's work has included a complete reorganization of the Code, the rewriting of most of the existing document, and the creation of dozens of new illustrations to explain the concepts and regulations in the Code. Adoption of the updated Zoning Code is tentatively scheduled for late 2021/early 2022. Mr. Norris is the project manager and a co-author of the updated Code.

Leal Master Plan (2015)

Mr. Norris was the project manager and primary author for this unique "master plan" document for a major, 160-acre property in the heart of Eastvale, California. The creation of the Master Plan included drafting a new section of the Eastvale Zoning Code to create this type of planning document.

Calimesa General Plan (2014)

Complete rewrite of the Calimesa (Riverside County) General Plan, the first comprehensive update since the Plan was adopted in 1992. This project was highlighted by the State of California Strategic Growth Council as an example of achieving exemplary work under strict budget constraints. Mr. Norris was the project manager and a primary author of the General Plan.

Eastvale Zoning Code (2013 and subsequent updates)

Complete rewrite of the Eastvale (Riverside County) Zoning Code to implement the new Eastvale General Plan. Mr. Norris was the project manager and a primary author of the Zoning Code.

Hunter Subdivision, St Helena California

53-unit residential subdivision in St Helena. Mr. Norris was assigned to manage the processing of this project in 2020; the project was originally submitted to the City in 2010. This highly controversial project is the largest residential project proposed in the city in several decades.

Trumark/La Puerta Residential Project, Claremont

50+ unit residential project on the site of a former public school in the northern area of Claremont. Surrounded by existing established neighborhoods and adjacent to an existing public sports park.

NICK PERGAKES//PRINCIPAL PLANNER

INTERWEST



20

YEARS OF EXPERIENCE

EDUCATION/ LICENSE

MS, Urban Planning

BS, City & Regional Planning

American Institute of Certified Planners [018792]

PROFESSIONAL AFFILIATIONS:

American Planning Association

Congress for the New Urbanism

EXPERTISE:

Urban design & placemaking

Nick Pergakes is an AICP-certified planner with more than 20 years of experience in land use planning, urban design, placemaking, and zoning/form-based codes. Nick has worked in both the public and private sectors as an urban planner, urban designer, project manager, and team manager. Nick has overseen and prepared award-winning master plans, specific plans, corridor studies, and zoning/form-based codes in cities across California and the Southeastern United States. Recent highlights of his work include writing Objective Design Standards for the cities of Corning, Covina, Irwindale, and Rancho Cordova; and managing the City of San Dimas Downtown Specific Plan and City of Hope Specific Plan in Duarte, CA. As a member of the American Planning Association and Congress for New Urbanism, Nick presents regularly at conferences on placemaking, transit-oriented development, and zoning/form-based codes. His research has been published by ITE and the Washington State Department of Transportation.

Downtown Specific Plan
San Dimas, CA | Project Manager

Multi-Family Zoning Code Update and Objective Design Standards
Covina, CA | Principal Planner | Principal Planner/Urban Designer

Zoning Code Update, Design Guidelines Update, and Objective Design Standards
Irwindale, CA | Project Manager

Zoning Code Update and Objective Design Standards
Rancho Cordova, CA | Project Manager

Zoning Code Update and Objective Design Standards
San Benito County, CA | Deputy Project Manager

Zoning Code Update and Objective Design Standards
Corning, CA | Project Manager

Temple City Zoning Code Update
Temple City, CA | Project Manager

Pasadena General Plan Implementation Program
Pasadena, CA | Project Manager

City of Hope Campus Specific Plan
Duarte, CA | Project Manager

Connect Southwest LA: A TOD Specific Plan for West Athens-Westmont
Los Angeles County, CA | Project Manager

Richard Walker // PRINCIPAL PLANNER - CEQA

INTERWEST



24

Years of Experience

Education/License

BAA, Urban and Regional Planning, Ryerson Polytechnic University

UCLA Certifications: 2006 Subdivision Map Act, 2007

AEP Certification – 2013 Advanced CEQA

Awards/Distinctions:

Moderator, "Transforming Disadvantaged Communities into Transit-Oriented Communities." CA APA Annual Conference

Moderator, "Think Outside the Parking Lot: High-Speed Rail's Sustainable Access Plan." CA APA Annual Conference

Expertise:

CEQA/NEPA

Environmental Compliance

Coastal Zones

Zoning Code

Richard is an experienced Land Use Planner with a demonstrated history of California land use and environmental project management. He will support the Interwest team with his expertise in CEQA/NEPA, Coastal Zones, and Zoning Codes. Additionally, he is experienced in Land Use, Environmental Law, Local Coastal Development Site Design, and Legal Research. Richard is a strong community and social services professional with more than 24 years of experience.

Various Projects for Previous Consulting Firm, Tulare County, CA

Richard served as a senior planner for a number for projects for the County of Tulare. Projects included:

+ Special Use Permit (PSP) No. 18-049, and CEQA-EIR to allow an asphalt batch plant, concrete batch plant, and recycling of asphalt and concrete in Tulare County.
+ Feasibility Study for the 3.5-mile Rocky Hill Drive improvement project, completed for TCAG and Tulare County.
+ General Plan Amendment, Zone Change, Tentative Parcel Map, and Site Plan for a 42-acre highway serving site in Visalia, CA

Yokohl Ranch New Town, Tulare County Resource Management Agency, Tulare County, CA

Richard's primary responsibilities included the preparation of CEQA and NEPA documents and associated federal, state, and county permits for the 36,000 acre, 10,000 unit Yokohl Ranch new town development project. The project included a included a program EIR.

Tulare County Central Road Yard Expansion, Tulare County, CA

The project included a 19.5 acre expansion of the County Road Yard facilities to include a new Transit Operations Facility, a Fire Administration and Emergency Operations Center, a fast fill Compressed Natural Gas (CNG) fueling facility, Road Maintenance equipment parking area, Sheriff's Office evidence storage structures, a storm water retention basin, a septic leach field, and an internal road system.

The Lake on Wilshire, Los Angeles, CA

Richard provided project management, due diligence, feasibility studies, entitlements, and CEQA documentation for the Conversion of an existing 14-story medical office building into a 220-room hotel, construction of a new five-story, 70,000 square-foot multi-cultural and performing arts center, a 41-story apartment tower with 478 dwelling units, and 933 parking spaces.

Various Projects for Tuolumne County

Richard served as a consulting planner for a number for projects for the County of Tuolumne since 2020. Projects included the following:

+ Title 17 Zoning Code update as required to implement to the 2018 General Plan update
+ Accessory Dwelling Unit Ordinance
+ Climate Action Plan

Erwin Ordonez // PRINCIPAL PLANNER / HOUSING

INTERWEST



25

YEARS OF EXPERIENCE

EDUCATION / LICENSE:

BA, Urban and Regional Planning, University of California, San Diego

AEP Certification – Advanced CEQA

Erwin has over 25 years of work experience managing community development, housing and economic development programs and projects and 10+ years of managing local housing agencies and supervision. He has worked in conjunction with elected officials, senior management, community groups, developers, nonprofits and colleagues in other agencies to build professional relationships and to identify goals and complete projects of community significance. He understands housing opportunities at all socio-economic levels, while maintaining safe livable communities with the necessary economic activity required to thrive.

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Yokohl Ranch New Town, Tulare County Resource Management Agency, Tulare County, CA

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Lark McNeill // SENIOR PLANNER

INTERWEST



Lark is a Senior Planner with over 34 years of planning and related experience. Her experience with current and advance planning and her progressive levels of municipal planning duties as well as her experience at HCD her a broad understanding of the practical issues involved in planning and zoning.

34

YEARS OF EXPERIENCE

EDUCATION/ LICENSE

Masters Degree in Human Resources and Organizational Development, University of San Francisco, CA

B.A. in Economics, California State University, Fresno, CA

Employment Program Representative (EPR), State of California Employment Development Department (EDD) - Limited Term / 2020 - 2022

Employed at EDD as EPR during pandemic. Responsible for processing unemployment insurance claims, speaking with claimants, filing and reviewing applications, verifying employment and wages, checking and verifying information for possible fraudulent claims.

Housing and Community Development Dept., Loan Officer / 2010 - 2019

Transition Unit, dedicated to refinancing troubled low-income housing projects using multiple strategies. Performed underwriting of CHDO loan applications to determine eligibility with State and Federal regulations and review/analysis of project fiscal feasibility; development team capacity; review of construction and permanent sources and uses.

Housing and Community Development Dept., Policy Dev. / 2007 - 2010

Review and comment on housing elements for compliance with State law. Responsible for assisting former Redevelopment Agencies' with annual reporting. Review and comment on potential State legislation regarding land use.

Planner, McKay and Somps Engineering and Land Use Planning / 2004 – 2007

Prepared and processed land use entitlement applications for residential and industrial projects throughout Northern California. Assisted in negotiating conditions of approval for entitlements, resolving land use conflicts with adjacent properties, negotiate with local agencies.
Responsible for reviewing preliminary title report and legal descriptions for accuracy.

Associate Planner, City of Benicia Comm. Development Dept. / 1994 - 2004

Responsible for all current planning land use activities for the City. Prepared initial studies, mitigated negative declarations, staff reports, planning commission and city council resolutions, for land use entitlements for residential, commercial, and industrial developments. Developed conditions of approval with other City departments for new project design review, preliminary and final subdivision maps, exterior modifications to historical structures, and zoning ordinance revisions. Reviewed building permits for compliance with zoning ordinance and compliance.

Ami Upadhyay // SENIOR PLANNER

INTERWEST



2

YEARS OF EXPERIENCE

EDUCATION/ LICENSE

MS in Urban Planning, San Jose State University, BS in Architecture, University of Central Lancashire (UCLAN), Diploma in Architecture, Government Polytechnic, Ahmedabad, India, Application of Technology in Planning (GIS)

PROFESSIONAL AFFILIATIONS:

American Planning Association

Ami Upadhyay is an accomplished Senior Planner providing planning and design services for more than 15 years. She has worked for a variety of municipal governments as a planner and for private companies as an architect. She is a skilled Project Manager who brings a wealth of experience in all aspects of urban planning; with specialized experience in current planning, GIS, urban design, and housing elements.

Planner at City of San Jose, PBC

Working closely with the planning team on City wide rezoning and general plan alignment project. Tasks includes analyzing data using ArcGIS/GIS Pro tools, preparing City Council reports, Maps, and other related documents. Evaluating data to calculate the up zoning and down zoning for each site to ensure the confirmation with state laws SB1333, SB330 & SB940.

On -Call Planning services/ Project Planner at City of East Palo Alto, CEDD

Provided planning services to the CED Department. The range of tasks included reviewing ministerial and discretionary applications for completeness. Prepared memos, staff reports and public noticing documents. Staffed the Planning Counter, responding to inquiries from development professionals and the general public, presenting at the Planning Commission and the City Council meetings, managed development project including residential, mixed-use and office development, right from the pre-app to completion of the entitlement process.

On-call planning/ Project Planner services at City of San Bruno, CEDD

Provided planning support to the Community Development Department. Reviewed ministerial and discretionary planning applications including residential, commercial, wireless facilities for completeness. Staffed at the Planning Counter, responding to inquiries from development professionals and the general public. Prepared memos, staff reports and public noticing documents, attended and presented at the Planning Commission, City Council, community workshops etc.

On- Call Peak Staff at City of San Jose, Planning Division

Provided design review services at the permit center planning division. A range of tasks includes reviewing residential, commercial, ADU, and other administrative planning applications, and providing information at the permit center counter.

Samina Limkhedawala // ASSOCIATE PLANNER

INTERWEST



3

YEARS OF EXPERIENCE

EDUCATION/ LICENSE

MS, Urban Planning, Certifications in Transportation Planning and Sustainable Urbanism, Texas A&M University, TX, 2020

BS, Architecture, Gujarat University, India, 2017

Samina has nearly 4 years of experience in architecture, urban and transportation planning and ecological design. She has been serving as a contract planner for municipal clients in the bay area She has been assisting with processing municipal entitlements and assisting with phone calls and planning counter inquiries. Her years of experience provides her with a keen depth of knowledge with various urban planning projects and in urban design. Samina is familiar with various building permit programs, GIS and ArcMap/ArcGIS, Autodesk Auto CAD and Revit.

Planning Technician / Interwest Consulting Group

Samina professionally responds to queries about planning permission applications, collects, analyzes and records data on the progress of planning permission applications.

Research Assistant / The Endeavor Project

Samina assisted with the project data collection and project management. She led the design team for a COVID-19 drive-thru testing center and introduced tactical urbanism and landscape elements to improve the overall ambiance and aesthetics of the site. Samina recommended various scenarios for vehicular, pedestrian and fire truck routes in compliance with safety and uninterrupted traffic movement.

Graduate Assistant / Office of the University Architect

Samina led the development of Campus Site Furnishings and Hardscape Standards to carry out unified and standards planning practices throughout the campus. She drafted a comprehensive new employee manual to aid current and new office employees.

Planning Intern / Texas Target Communities

Samina conceptualized document branding, ArcGIS maps and topic-specific materials of comprehensive plan chapters for the Rockport Comprehensive Plan 2019-2039 and the Willacy County Comprehensive Plan 2020 – 2040. She coordinated the Transportation and Environment Plan of Willacy County, TX to maximize safety and accessibility with the transportation and open space network. Samina Analyzed and prepared statistical data, reports, and maps on census information, land use, roadway network, parks and open space, land development, and asset inventories. She participated in 4 public meetings, talked with hundreds of residents, and took numerous pages of notes for inclusion in the plan.

Matt Jones // ASSOCIATE PLANNER

INTERWEST



3

YEARS OF EXPERIENCE

EDUCATION/ LICENSE

BA, Political Science, University of California, Santa Barbara

AWARDS/ DISTINCTIONS:

American Planning Association

VOLUNTEER ACTIVITIES:

Sustainable San Mateo County

City of San Bruno Bicycle Pedestrian Advisory Committee

Matt has 3 years of experience working in local government processing development projects for compliance with local, state, and federal regulations. He has worked firsthand with City officials and has obtained on the job knowledge pertaining to local, State and Federal codes and ordinances. Matt is an excellent problem solver, consistently follows through on tasks, and can balance multiple projects concurrently, making him a valuable resource on any planning project.

Assistant Planner / Interwest Consulting Group

Matt provides contract staffing services for municipalities providing information to the public regarding development regulations, reviews building and grading permit applications, processing development proposals, and preparing and presenting reports on development proposals to government bodies.

Assistant Planner / City of San Bruno

As a contract planner, Matt assisted the City in several key areas; current planning, grant writing, resiliency planning, and the City's Walk 'n Bike Plan. He processed planning and building department permits for residential and commercial projects. He processed discretionary permits and presented them to the Planning Commission and Architectural Review Board. As a grant writer, he secured $1.5 million dollars for major bicycle, pedestrian, and landscape improvements for the city. He served as the project manager for the City's Local Hazard Mitigation Plan and served as the staff liaison during the development of the City's first Climate Action Plan. His work on the City's Walk n' Bike Plan entailed coordinating with institutional and public stakeholders, utilizing innovative community engagement strategies, working with consultants to implement the 10-year work plan, and presenting the plan to local and regional groups.

Assistant Planner – Bicycle and Pedestrian Facilities Coordinator / City of Oakland

As a member of City Staff, Matt coordinated bicycle and pedestrian facilities planning, maintenance, and worked to grow and maintain the City's bicycle and pedestrian facilities data. He managed a bicycle data project measuring rider's Level of Stress on Oakland street. He managed a GIS intern who worked on bicycle and pedestrian related data reporting and management.

Relevant Projects/Services with References



Interwest's qualifications to provide planning services to cities across the state includes a deep knowledge of planning practices and current regulations and the application of our extensive experience to provide clients with successful outcomes. Our approach is to complete planning assignments in a manner consistent with the City's adopted policies, regulations, and practices. Our planning team can provide the full spectrum of required planning services efficiently and effectively. Additionally, our team brings strong qualifications in entitlement reviews, zoning and development regulations, long-range planning, urban design, and other special studies that can support your city with your current planning programs, as necessary. The profiles below highlight our experience providing similar services as those being requested by the City of Oroville. These projects/contracts were performed on-time and within the proposed budget. Reference information for some of projects, all provided on time and within budget, are provided in the **References section**.

Professional Planning Services // City of Lodi

DATES OF WORK: OCT 2019 - PRESENT



Interwest was retained by the City to support the Community Development Department with a variety of Planning Services including:

- General Planning Functions
- Community Assistance
- Processing of Planning Applications
- Coordination with City divisions and departments
- Review and/or oversight of projects for compliance with the California Environmental Quality Act and other environmental regulatory requirements
- Attendance at Planning Commission and City Council Meetings

Zoning Code Update and Objective Design Standards // City of Rancho Cordova

DATES OF WORK: NOV 2019 -JULY 2020



The City of Rancho Cordova retained Interwest to update its Zoning Code and development standards in its Folsom Boulevard Specific Plan. These updates established consistency with current state law requirements, facilitated housing development and created objective development standards for housing and mixed-use projects. This planning effort provided a clear template for such development and that addressed changes to State housing law. As a parallel effort, the City developed prototypes for higher density residential and mixed-use development. Interwest supported this effort by ensuring draft regulations and development prototypes were consistent. We also assisted the City in exploring policy options for amending its General Plan and its development fee structure to facilitate higher density residential and mixed-use development.

On-Call Planning Services // City of Rio Vista

DATES OF WORK: AUG 2020 - PRESENT



Interwest was originally retained to provide on-call planning services to the City of Rio Vista. With no in-house Planning staff, the City relies fully on Interwest to meet its various planning needs. Since initiating services our staff have completed several project reviews, completed several Zoning Code amendments and assisted the City Sixth Cycle Housing Element Update.

Working as both staff and consultant, Interwest is currently preparing the Rio Vista 2045 General Plan, a comprehensive update of the City's 2001 General Plan, and is preparing a planning study for housing on a 55-acre City property that is funded by a LEAP grant.

On-Call Planning Services // City of Folsom

DATES OF WORK: MAY 2018 – APRIL 2020

Since May 2018, Interwest Planning staff have provided on-call planning services to the City of Folsom, including analyzing projects for compliance with the Folsom General Plan, the Folsom Plan Area Specific Plan, the Zoning Code, Subdivision Map Act, Design Review criteria, and other applicable plans and policies. Interwest Planning staff work closely with City staff to review all projects within any applicable processing deadlines (such as the Permit Streamlining Act). Interwest has provided architectural and site design review services for new residential developments in the City of Folsom.



CURRENT PLANNING STAFF CLIENTS

Providing staff that serve as an extension to city and county planning departments is a core function of the Interwest Planning team. Our staff are currently engaged with and assisting the following agencies:

- City of Benicia
- City of Claremont
- City of Covina
- City of Dixon
- City of Fairfield
- City of Fontana
- City of Irwindale
- City of Lafayette
- City of Lodi
- City of Menlo Park
- City of Moorpark
- City of Moreno Valley
- City of Morgan Hill
- City of Orinda
- City of Perris
- City of Pomona
- City of Rancho Cordova
- City of Rio Vista
- City of Scotts Valley
- City of South Gate
- County of Mendocino
- County of San Benito
- County of Stanislaus
- Orange County Council of Governments

FAMILIARITY WITH THE CITY OF OROVILLE, BUTTE COUNTY, AND STATE PROCEDURES

The proposed Interwest team has extensive experience in providing contract planning services in conformance with federal, state, and local regulations. Team members have worked with other communities in Butte County including the City of Biggs, Town of Paradise and the City of Chico.

In addition to working within the regulatory framework provided by the state, Interwest keeps up to date on current planning legislation that has been passed by the state; including the recently passed SB8, SB9, SB10, SB330. We provide our staff with internal training that includes inviting subject matter experts to discuss planning topics at our weekly virtual planner's lunch.

Additionally, due to our experience working in other municipalities, we have extensive experience with addressing less common planning and development requests. We have a network of planners from which to draw best management practices for the more unusual planning requests.

References

At Interwest, we believe that client satisfaction and repeat business with these clients is the ultimate indicator of our success as a firm. We encourage you to contact the references below to provide testimony of our capability to perform your requested services, adhere to schedules and budgets, and exceed expectations on a reoccurring/on-call basis.

CITY OF LODI [2019 - ONGOING]

Contact Name: John Della Monica, Community Dev. Director
Phone | Email: (209) 333-6711 | jdellamonica@lodi.gov
Type of Services: Professional Planning Services

CITY OF RANCHO CORDOVA [2020 - ONGOING]

Contact Name: Darcy Goulart, Planning Manager
Phone | Email: (916) 851-8784 | dgoulart@cityofranchocordova.org
Type of Services: Zoning Code Update, Objective Design Standards

CITY OF RIO VISTA [2020 - ONGOING]

Contact Name: Phil Carter, Interim City Manager
Phone | Email: (707) 374-6451 | pcarter@ci.rio-vista.ca.us
Type of Services: Comprehensive Planning Services

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**

RE: **APPLICATION FOR CALIFORNIA STATE PARKS RECREATIONAL TRAILS PROGRAM**

DATE: **JUNE 20, 2023**

SUMMARY

The Council will consider approval of the submission of a grant application for the Feather River Trail Project as well as use of Park Development Impact Fee funds in the amount of $100,000 as a match to provide added amenities for Oroville's growing population.

DISCUSSION

California State Parks has released funding for their Recreational Trails Program (RTP), which provides funds to the States to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized uses. The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

On 12/06/2022, The City Council approved an agreement with Melton Design Group to develop a Feather River Parkway Master Plan to be more competitive when applying for grant funding opportunities. Since the approval of the agreement with Melton Design, staff has held two community workshops and gathered comments and amenity requests from the community. Melton Design Group has compiled these requests into a master Feather River parkway plan that will uniquely qualify for various grant opportunities.

Staff are seeking approval from City Council for the proposed application with focus to renovate the Feather River parkway trail where needed, which will promote its use and create access along the river for users to enjoy. Enhancements along the trail are six wayfinding kiosks, three interpretive panels, mile markers, and solar lighting at the access points to the trail and river. A series of public workshops have been held to gather community input and bring the trail up to the community's desired recreational standards. What is being applied for through the RTP is only a portion of the desired amenities heard from the community workshops. As more grant funding opportunities become available, staff will return with other application requests.

Should the grant be awarded, a Request for Proposal would be published, and the lowest or most qualified bidder will be selected to complete the project. The application cost estimate is $744,466.00 with a match requirement of 10%; however, staff believes 15% at $95,550.00 will be slightly more completive.

FISCAL IMPACT

The $95,550 grant match will come from the Park Development Impact Fee Fund. The current balance is $2,009,250.00. Should the grant application be awarded, this phase of the project will be funded through the RTP.

RECOMMENDATION

Adopt Resolution No. 9143 - RESOLUTION OF THE OROVILLE CITY COUNCIL OF CITY OF OROVILLE APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM

ATTACHMENTS

Resolution No. 9143

RESOLUTION FORM

Resolution No: _____

RESOLUTION OF THE Oroville City Council OF City of Oroville APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM

WHEREAS, the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

WHEREAS, the Applicant will enter into a Contract with the State of California to complete the Project(s);

NOW, THEREFORE, BE IT RESOLVED that the City of Oroville hereby:

1. Approves the filing of an Application for the Recreational Trails Program; and
2. Certifies that the Project is consistent with the Applicant's general plan or the equivalent planning document; and
3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application, sufficient funds to operate and maintain the Project(s); and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the City Administrator as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and Adopted the _20_day of ___June ___, 2023_____.

I, the undersigned, hereby certify that the foregoing Resolution Number_____was duly adopted by the City of Oroville following a roll call vote:

Ayes:

Noes:

Absent:

_____
(Clerk)

CONNECTIVITY

BRAD FREEMAN BIKE AND HIKE TRAIL (EAST)
RIVER BEND PARK (WEST)
DOWNTOWN/HISTORIC DISTRICT ACCESS POINTS

EXISTING ACCESS TO PROJECT

VETERAN'S HALL
CENTENNIAL PARK
BEDROCK PARK
BATH HOUSE – NATURE TRAIL
OVERLOOK – STAIRCASE WILL RENOVATE

IMPROVING ACCESS TO PROJECT

1 RENOVATE EXISTING STAIRS AT DOWNTOWN PARKING LOT
2 STAIRS CONNECTING DOWNTOWN TO TRAIL
3 NEW SIDEWALK AND GATEWAY ON HUNTOON ST.
4 STAIRS CONNECTING COMMUNITY TO TRAIL
5 STAIRS/RAMP WITH GATEWAY AT ROTARY PARK
6 RAMP CONNECTING ROTARY PARK ACCESS TO TRAILS
7 NEW PARKING LOT STRIPING FOR RV USE

LINKAGES

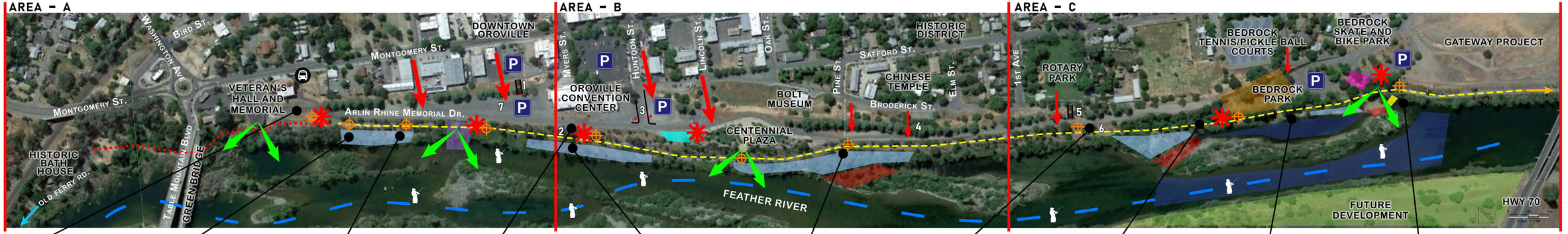
NATURE CENTER – NATURE TRAIL
GREEN BRIDGE
VETERANS HALL AND MEMORIAL
FISH HATCHERY
HISTORIC DOWNTOWN OROVILLE
OROVILLE CONVENTION CENTER (YMCA)
RIVER OVERLOOK
CENTENNIAL PLAZA
BOLT MESEUM
CHINESE TEMPLE
HISTORIC SANK PARK
ROTARY PARK
BEDROCK TENNIS/PICKLE BALL COURTS
BEDROCK PARK
BEDROCK SKATE BIKE PARK

OTHER COMMUNITY PROJECTS

GREEN BRIDGE – OROVILLE ROTARY CLUB IS ADDING LED LIGHTS ALONG THE BRIDGE FOR EVENTS AND LIGHT SHOWS.

VETERAN'S MEMORIAL – AMVETS POST 1774 HAVE BEEN RENOVATING THE MEMORIAL WHICH RECENTALY ADDED SHADING.

OROVILLE CONVENTION CENTER – CITY OF OROVILLE IS IMPROVING THE FRONT ENTRANCE AND BETTER ACCESS.




TRAIL AND LEVEE ACCESS


FISHERMAN ACCESS


RIVER ACCESS


LEVEE ACCESS


ACCESS TO OPEN AREA FROM TRAIL


RIVER ACCESS/RIVER OPENING


TRAIL TO LEVEE ACCESS


SECTION OF TRAIL NEEDS FIX


LAGOON'S RIVER EDGE


PROPOSED RIVER LAUNCH

FEATHER RIVER PARKWAY

RIVER FRONT-PLACE MAKING AND ACTIVATION

#2540 06/14/2023

LEGEND

SYMBOL	DESCRIPTION
	AREA TO BE DREDGED BY DWR
	OPEN LOT
	PROPOSED NEW ACCESS TO NEW RAFT LAUNCH
	NEW FACILITIES - WATER EQUIPMENT RENTAL - FROM CITY
	AREA TO BE DREDGED/OPENED UP TO CREATE BETTER FLOW
	AREA TO CREATE RIVER ACCESS
	NEW RESTROOM - PORTLAND LOO - FROM CITY
	RIVER OVERLOOK RENOVATION - ADA FISHING ACCESS
P	PARKING AREA
	WAYFINDING - TRAIL MAP - DOWNTOWN MAP
	AREAS WE HAVE SEEN FISHERMAN
	BUS STOP
	SOLAR LIGHT
	OVERLOOK VIEW
	FEATHER RIVER TRAIL LOWER
	FEATHER RIVER NATURE CENTER RIVER TRAIL
	FEATHER RIVER BLUE TRAIL

CITY OF OROVILLE
STAFF REPORT

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

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

RE: **PLACEMENT OF SOLID WASTE LIENS ON THE 2023-24 PROPERTY TAX ROLL**

DATE: **JUNE 20, 2023**

SUMMARY

The Council may consider the placement of solid waste liens from Recology on the 2023-24 property tax roll.

DISCUSSION

The City's Franchise Agreement with Recology and City Ordinance No. 1562 provide that the City must place delinquent garbage bills on the tax roll of property owners.

Recology is required to send two notices prior to turning their delinquent garbage bills over to the City to be placed on the tax roll. The first notice is to the service recipient who may or may not be the property owner as well as the property owner of record. The second notice states that if the payment is not received in fifteen days, a delinquency fee will be added to the bill when the City places the lien on the property.

These procedures are all in accordance with Ordinance No. 1562 and Resolution No. 4486 and 4929. In turning these delinquent tax bills over to the City to be placed on the tax roll of the property owner, Recology has certified that it has complied with all required procedures.

The City receives a small fee for each lien placed ($20.00 each to Recology and to the City for a total of $40.00 in fees for each parcel).

FISCAL IMPACT

$20 of revenue for each parcel placed on the tax roll. Prior year was 330 parcels for $6,600.00.

RECOMMENDATION

Adopt Resolution No. 9138 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT SOLID WASTE LIENS ON THE

2023-2024 PROPERTY TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

ATTACHMENTS

Resolution 9138
List of Assessments
Proposition 218 Certification

CITY OF OROVILLE
RESOLUTION NO. 9138

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT SOLID WASTE LIENS ON THE 2023-2024 PROPERTY TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

WHEREAS, the notices and election for special assessment fees for the purpose of the collection of delinquent garbage bills to Recology to be included on the regular County property tax bill for property owners of the City of Oroville was completed and

WHEREAS, the City of Oroville (City) is placing the special assessments on the Butte County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments, including Proposition 218, to be collected per Health and Safety Code section 5470, et seq; and

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW THERFORE BE IT RESOLVED by the Oroville City Council that the list submitted with parcel numbers and amounts are certified as being correct, the Mayor is hereby authorized to sign any documents required and directed to give the list to the Butte County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Prop 218 or Compliance Certification and Hold Harmless Statement
2. Property Tax Data Bill Form
3. Authority to Approve Direct Assessment Charges
4. Parcel Listing

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 20, 2023, by the following vote:
/
/
/
/

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

ATTACHMENT #2

PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS STATEMENT 2023-2024

The City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIIC and XIIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2023-2024** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) *"Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b)."*

Article XIII D. Sec. 5 *"…this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article."*

Article XIII E. Sec. 6 (d) *"Beginning July 1, 1997, all fees or charges shall comply with this section."*

The Agency/District agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____

Mayor David Pittman

ASSESSMENT TITLE: Solid Waste Liens TAXCODE:77016

PLEASE ONLY CHECK ONE:

Is This a Compliance Certification_____ OR A Proposition 218 Certification_____X_____

Parcel Number	Lienable Amount + Fee
012-078-008-000	153.28
012-010-026-000	149.38
031-150-037-000	365.26
012-131-006-000	146.2
035-125-004-000	67.92
035-125-004-000	156.46
031-172-007-000	196.78
012-066-013-000	156.46
035-380-032-000	612.58
035-030-081-000	1463.47
035-083-008-000	443.59
035-071-020-000	260.86
035-083-001-000	149.38
035-073-006-000	156.46
035-071-009-000	365.26
035-084-016-000	72.1
033-260-002-000	345.1
033-462-037-000	149.38
033-440-004-000	365.26
033-452-007-000	479.5
030-490-037-000	247.45
030-490-032-000	204.56
035-111-001-000	188.42
013-041-011-000	469.66
031-400-025-000	247.45
012-085-002-000	119.44
012-076-007-000	365.26
012-064-005-000	365.26
013-024-002-000	91.44
013-042-001-000	156.46
013-042-001-000	156.46
013-042-007-000	196.78
031-380-028-000	118.31
035-099-006-000	118.17
035-095-004-000	469.66
079-040-040-000	127.58
035-101-011-000	198.31
035-114-013-000	144.4
035-114-013-000	469.66
035-104-018-000	143.59
035-360-031-000	11302.86
031-140-087-000	669.38
031-161-072-000	626.13
035-050-107-000	502.8
030-490-111-000	138.07
033-451-012-000	156.46

033-400-016-000	156.46
033-243-005-000	260.86
033-462-043-000	156.46
033-462-007-000	469.38
033-462-048-000	149.38
068-223-015-000	365.26
013-033-001-000	407.02
079-010-050-000	260.86
079-030-044-000	121.4
079-010-054-000	156.46
079-010-034-000	156.46
030-580-016-000	122.62
035-095-008-000	269.5
035-105-004-000	429.91
033-260-046-000	269.5
035-520-060-000	143.59
035-161-015-000	156.46
035-510-051-000	122.62
035-154-006-000	303.34
035-112-018-000	345.52
013-190-032-000	149.38
013-190-053-000	379.05
030-490-015-000	469.66
030-490-014-000	128.8
035-340-014-000	212.49
012-174-001-000	83.82
035-340-017-000	198.08
035-030-031-000	73.74
035-520-034-000	345.52
035-520-054-000	365.26
031-310-012-000	156.46
031-310-033-000	171.61
031-310-039-000	156.46
031-310-034-000	149.38
031-140-073-000	4090.91
068-300-033-000	149.38
035-145-002-000	156.46
035-145-013-000	180.94
035-143-028-000	149.66
079-030-071-000	136.42
013-092-002-000	153.28
013-084-010-000	365.26
031-140-037-000	156.46
031-140-046-000	260.86
031-140-046-000	539.91
068-120-035-000	65.41
068-100-050-000	156.46

068-120-036-000	1679.7
068-110-003-000	149.38
031-370-020-000	247.45
031-161-031-000	365.16
031-390-002-000	469.66
031-140-023-000	260.54
013-063-015-000	270.94
013-063-017-000	240
035-193-005-000	88.51
035-168-027-000	260.86
035-157-004-000	156.46
035-145-022-000	93.59
035-155-013-000	232.08
013-092-013-000	220.89
013-081-013-000	365.26
013-052-008-000	156.46
033-150-025-000	156.46
033-490-033-000	156.46
013-065-001-000	365.26
012-253-017-000	156.46
012-133-013-000	394.52
012-126-008-000	102.63
012-127-003-000	156.46
012-134-003-000	137.59
033-221-009-000	260.86
033-231-003-000	156.46
033-233-030-000	469.66
033-222-005-000	345.52
033-232-012-000	153.28
012-152-008-000	167.88
031-086-017-000	469.66
031-083-007-000	468.94
031-085-004-000	154.93
031-085-010-000	144.4
012-026-011-000	122.62
012-025-009-000	162.2
012-026-010-000	149.38
012-025-009-000	147.85
012-141-014-000	149.38
012-252-007-000	149.38
012-124-005-000	149.38
012-212-073-000	106.22
033-430-033-000	254.5
068-223-007-000	83.51
013-032-020-000	120.19
013-310-014-000	149.38
030-590-027-000	149.38

068-190-025-000	465.26
033-233-010-000	233.75
068-160-123-000	156.46
013-250-048-000	9703.09
012-041-006-000	106.2
012-041-006-000	1239.53
031-040-039-000	266
012-076-001-000	90
012-028-013-000	84.38
068-300-090-000	153.28
068-320-046-000	122.62
031-340-048-000	365.26
031-340-033-000	174.71
035-073-011-000	156.46
035-172-005-000	154.38
012-097-010-000	96.38
035-065-008-000	247.75
035-103-009-000	1463.47
013-170-063-000	203.05
033-410-014-000	365.26
031-020-057-000	156.46
031-053-099-000	145.52
013-073-009-000	347.57
030-550-033-000	345.1
068-100-030-000	68.94
033-233-028-000	232.81
013-190-011-000	148.17
030-490-075-000	469.66
030-490-080-000	96.95
030-490-026-000	147.45
078-010-025-000	2983.72
013-028-008-000	365.26
033-490-033-000	954.64
031-320-007-000	336.92
013-122-007-000	85.86
035-182-004-000	156.46
035-050-103-000	740.54
068-040-068-000	234.94
013-260-069-000	472.01
035-030-108-000	142.54
035-250-025-000	3419.89
035-260-009-000	73.74
035-050-051-000	1386.43
035-050-051-000	222.16
013-260-025-000	167.88
079-030-008-000	449.41
078-310-035-000	196.78

079-030-024-000	448.18
068-221-008-000	156.46
013-290-044-000	127.74
033-410-011-000	260.86
033-320-011-000	469.66
012-251-030-000	122.62
033-340-015-000	469.66
030-550-022-000	156.46
013-121-036-000	156.46
012-174-007-000	293.59
031-090-014-000	365.26
012-078-009-000	106.85
012-142-003-000	77.13
012-133-008-000	365.26
012-094-007-000	191
012-084-007-000	267.07
033-340-004-000	193.72
035-084-020-000	1155.33
035-191-013-000	155.75
030-490-103-000	156.46
012-290-006-000	583.37
012-290-004-000	1155.33
068-370-014-000	365.26
033-222-037-000	156.46
033-223-010-000	676.29
033-222-034-000	149.38
012-252-008-000	245.52
035-500-040-000	474.88
035-500-041-000	247.45
033-410-017-000	265.86
012-160-007-000	156.46
035-520-009-000	115.21
033-453-003-000	340.93
033-461-001-000	408.11
031-070-081-000	1493.99
068-050-010-000	865.3
033-242-009-000	211.14
012-144-021-000	345.52
013-042-025-000	239.66
013-070-002-000	234.26
068-190-032-000	68.47
068-170-016-000	270.94
068-190-061-000	147.85
012-254-002-000	144.4
012-254-002-000	365.26
031-140-118-000	310.22
031-310-056-000	147.85

068-080-015-000	345.52
031-340-008-000	87.54
013-064-006-000	149.38
033-233-024-000	149.38
035-081-002-000	345.1
035-081-007-000	261.66
035-071-029-000	441.82
035-050-072-000	73.74
035-071-034-000	637.38
013-081-002-000	345.52
013-071-003-000	259.56

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSIST. COMMUNITY DEVELOPMENT DIRECTOR

RE: FACTORY INCRESASES ON PURCHASE OF T380 AND T880 DUMP TRUCKS FOR STREET DEPARTMENT

DATE: JUNE 15, 2023

SUMMARY

The Council is requested to approve the increased Sourcewell pricing for the T380 and T880 dump trucks for the Street Department

DISCUSSION

In the 2022/2023 Fiscal Year budget, the Council approved the newly adopted Fleet Replacement Program to replace outdated and non-compliant equipment and vehicles. The Cities (2) 5-yards dump trucks that are currently being used are aging and nearing non-compliance with the California Air Resources Board (CARB). The T880 had been approved because there is a need for a larger truck that can haul larger quantities of material.

On June 7, 2023, the City received an email from Pape Kenworth about the price increase with the reason being the suppliers cost had increased causing Kenworth to implement a materials increase. The T380 went up to $149,517.49 from $141,060.58 ($8,456.91). The T880 went to $252,466.55 from $251,998.23 ($468.32)

FISCAL IMPACT

All equipment has been budgeted in the 22/23 Fiscal year in the Capital Asset Replacement Fund.

RECOMMENDATION

Approve the additional surcharge for the T380 of $8,456.91 and the T880 of $468.32

ATTACHMENTS

Sales order form for the T380 dump truck

Sales order form for the T880 dump truck

Explanation of price increases

PAPÉ KENWORTH

CUSTOMER TRUCK SALES ORDER

SIC Code:

INVOICE ADDRESS		DELIVERY ADDRESS	
Buyer Name	City Of Oroville	Name	Pape' Kenworth
Address	1735 Montgomery St	Address	
City	Oroville	State Ca Zip 95966	City Anderson State Zip
Phone	1-530-370-0801	Fax	Phone Fax
PO No.		Delivery/F.O.B.	pk Anderson
		Est. Delivery Date	

EQUIPMENT	Yr/Make	Mileage	NEW	USED
	2024 Kenworth		☑	☐
	Model T380	VIN No. TBD		

Description:	
	105892.76
ENOVEN BODY QUOTE #61216	30025.00
SOURCEWELL CONTRACT # 060920-KTC	
DOC FEE	85.00
TIRE FEE INCLUDED IN MISC. DOC/LIC FEE	
☐ See attached Kenworth Vehicle Summary or Addendum	
Additional Equipment/Accessories — Cost	

		Add'l Equipment Sales Price	0
		Transportation Charges	
		Federal Excise Tax	
		State Sales Tax .0825%	11220.2277
TRADE Yr/Make None	☐ See attached Addendum	Misc. Document/License Fee	2294.50
Model		Less Net Trade-In Allowance	0
VIN No.		Total Differential Price	149517.4877
Lienholder	Mileage	Less Deposit with Order	
Trade In Allowance	Less (Est.) Payoff	Balance Due on Delivery	149517.4877

* The Sales Price shown in this order will be adjusted by the same increase or decrease as any increase or decrease in Dealer's factory list prices and any increase or decrease in transportation costs between today's date and the date of delivery.

WARRANTY	
	☑ NEW STANDARD KENWORTH CHASSIS
	☐ VENDOR NEW EXTENDED (describe)
	☐ VENDOR NEW EXTENDED (describe)
	☐ USED (describe)
	☐ AS IS / NO WARRANTY Buyer Initial: _____

A heavy-duty tractor and 53-foot or longer box-type trailer operated in California may be subject to the California Air Resources Board Heavy-Duty Vehicle Greenhouse Gas Emission Reduction measure. These vehicles may be required to use low-rolling resistance tires and meet aerodynamic equipment requirements to reduce greenhouse gas emissions. For more information, please visit the California Air Resources Board website at http://www.arb.ca.gov/cc/hdghg/hdghg.htm.

If trade-in, Buyer certifies that there is no lien of any kind and that the Trade is free and clear and is his sole and absolute property except as noted above. The undersigned Buyer places a firm order.

PAPÉ KENWORTH	BUYER
Store _____	
City _____ State _____ Zip _____	By _____ Title _____
By _____ Title _____	By _____ Title _____
Date	Date

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

7. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR. CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, **INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,** AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

8. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

9. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

10. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

I have read, understand and am bound by the above Terms and Conditions of Sale.

Buyer Initial Here

ADDENDUM TO CUSTOMER TRUCK SALES ORDER

Customer Name: _____

Sales Order: _____

☐ **ADDITIONAL PURCHASES**

Yr/Make	Model	VIN	Description

☐ **ADDITIONAL TRADE-INS**

Yr/Make	Model	VIN	Description

If trade-in, Buyer certifies that there is no lien of any kind and that the Trade is free and clear and is his sole and absolute property except as noted above. The undersigned Buyer places a firm order.

PAPÉ KENWORTH

Store _____

City _____ **State** _____ **Zip** _____

By _____ **Title** _____

Date

BUYER

By _____ **Title** _____

By _____ **Title** _____

Date

PAPÉ KENWORTH

KENWORTH

CUSTOMER TRUCK SALES ORDER

SIC Code:

INVOICE ADDRESS	**Buyer Name** CITY OF OROVILLE	**DELIVERY ADDRESS**	**Name** PAPE KENWORTH
Address 1735 MONTGOMERY ST		**Address**	
City OROVILLE **State** CA **Zip** 95965		**City** Anderson **State** **Zip**	
Phone 530-370-0801 **Fax**		**Phone** **Fax**	
PO No.	**Delivery/F.O.B.** pk-anderson	**Est. Delivery Date**	

EQUIPMENT	**Yr/Make** 2024 KENWORTH	**Mileage**	**NEW**	**USED**
	Model T880 **VIN No.** TBD		☑	☐

Description:	
	179159.72
ENOVEN BODY	50558.56
DOC FEE	85
SOURCEWELL CONTRACT # 060920-KTC	
☐ **See attached Kenworth Vehicle Summary or Addendum**	
Additional Equipment/Accessories **Cost**	

		Add'l Equipment Sales Price	0
		Transportation Charges	
		Federal Excise Tax	
		State Sales Tax 0.0825%	18958.7706
TRADE **Yr/Make** None ☐ **See attached Addendum**		**Misc. Document/License Fee**	3704.50
Model		**Less Net Trade-In Allowance**	0
VIN No.		**Total Differential Price**	252466.5506
Lienholder **Mileage**		**Less Deposit with Order**	
Trade In Allowance **Less (Est.) Payoff**		**Balance Due on Delivery**	252466.5506

* The Sales Price shown in this order will be adjusted by the same increase or decrease as any increase or decrease in Dealer's factory list prices and any increase or decrease in transportation costs between today's date and the date of delivery.

WARRANTY

- ☑ **NEW STANDARD KENWORTH CHASSIS**
- ☐ **VENDOR NEW EXTENDED (describe)**
- ☐ **VENDOR NEW EXTENDED (describe)**
- ☐ **USED (describe)**
- ☐ **AS IS / NO WARRANTY** Buyer Initial: _____

A heavy-duty tractor and 53-foot or longer box-type trailer operated in California may be subject to the California Air Resources Board Heavy-Duty Vehicle Greenhouse Gas Emission Reduction measure. These vehicles may be required to use low-rolling resistance tires and meet aerodynamic equipment requirements to reduce greenhouse gas emissions. For more information, please visit the California Air Resources Board website at http://www.arb.ca.gov/cc/hdghg/hdghg.htm.

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PAPÉ KENWORTH	**BUYER**
Store _____	
City _____ **State** _____ **Zip** _____	**By** _____ **Title** _____
By _____ **Title** _____	**By** _____ **Title** _____
Date	**Date**

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8. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

9. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

10. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

I have read, understand and am bound by the above Terms and Conditions of Sale.

Buyer Initial Here

ADDENDUM TO CUSTOMER TRUCK SALES ORDER

Customer Name: _____

Sales Order: _____

☐ **ADDITIONAL PURCHASES**

Yr/Make	Model	VIN	Description

☐ **ADDITIONAL TRADE-INS**

Yr/Make	Model	VIN	Description

If trade-in, Buyer certifies that there is no lien of any kind and that the Trade is free and clear and is his sole and absolute property except as noted above. The undersigned Buyer places a firm order.

PAPÉ KENWORTH

Store _____

City _____ **State** _____ **Zip** _____

By _____ **Title** _____

Date

BUYER

By _____ **Title** _____

By _____ **Title** _____

Date

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DEPARTMENT, AND HEATHER MCCAFFERTY, CULTURAL FACILTIES CURATOR**

RE: **DOCUMENTARY FILM BEING MADE ABOUT THE OROVILLE CHINESE TEMPLE.**

DATE: **JUNE 20, 2023**

SUMMARY

The Council may consider acknowledging the creation of a documentary film about the Oroville Chinese Temple.

DISCUSSION

Cultural Facilities Curator, Heather McCafferty, is currently assisting with the production of a documentary film on the Chinese Temple by CSU, Chico Graduate and Undergraduate Students working through CSU, Chico Anthropology Department and the Advanced Laboratory for Visual Anthropology (ALVA). The Advanced Laboratory for Visual Anthropology (ALVA) was created with funding from the National Science Foundation, Major Research Instrumentation grant. It is the first facility to incorporate digital cinema technology into anthropological research and the communication of the results of that research to broad audiences. A number of ALVA films have received nominations for regional Emmy's and can be viewed on PBS stations across the county, including local stations, KIXE out of Redding and IVIE out of Sacramento.

Dr. William Nitzky, CSU, Chico Professor of Anthropology and Director of the Museum Studies Program, and Heather McCafferty, will co-produce the film, along with a crew of 3 students who will be using cameras and editing equipment from ALVA. The director of the film is Carissa Legg, Anthropology Graduate Student and current City of Oroville Museum intern and member of the Oroville Docent Association. She is joined by Momo Ramirez, cinematographer, and Ann McNair, editor.

The goals of the film are to create awareness about the Oroville Chinese Temple and to explore the rich and unique history of the Temple and the Chinese community that the temple has served and continues to serve. The filmmakers aim to share the story of the Oroville Chinese Temple, connecting its deep historical roots with its current significance for the Chinese American community and beyond. The documentary film hopes to bring into focus the diverse players involved with of the Chinese Temple and include contemporary voices from Chinese descendants, experts, docents and historians.

This documentary will be used as an educational aid and resource for current and future visitors, docents and researchers and will be formatted for submission to PBS with the intention to share the story of the temple with a wider audience. The film will be made available to the Chinese Temple as an educational resource and will be made available to the public through DVDs and as an online resource on the Chinese temple website and ALVA website.

The film makers applied for grant funding for the project, but it fell through, so they are currently seeking donations to offset travel and accommodation costs associated with interviews with experts and scholars, as well as decedents of the Chan and Gee families in the Bay Area. Funds to help cover student hours dedicated to directing, filming and editing a documentary film are also needed.

FISCAL IMPACT

In order to support the making of this film, which will benefit the Chinese Temple and community of Oroville, we request funds of $2,000 to be authorized for use from the Community Enhancement funds 1801-6030 in the upcoming 23/24 fiscal year budget. to support the production of the documentary film.

In future, the City of Oroville may wish may purchase copies of the DVDs for sale in the Chinese Temple gift shop.

RECOMMENDATION

Acknowledge receipt and recommend that the City Council approve the making of the film and the request for supporting funds from the Community Enhancement Fund.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **2023-24 ADOPTED BUDGET**

DATE: **JUNE 20, 2023**

SUMMARY

The Council will consider approving the 2023-24 annual budget.

DISCUSSION

The Council was presented a Preliminary Budget on June 6, 2023. There were no changes noted during that meeting. This Budget, if adopted, will be the City's working Budget.

GENERAL FUND RESERVES

At the end of the current fiscal year 2022-23, the City will have a balance in the General Fund Reserves of $9 million. The City Council evaluates and appropriates these funds on an annual basis. Reserves are maintained to mitigate unanticipated events.

At this time the City is maintaining a Reserve of 28% of annual expenditures. No additional reserves were designated in the budget for fiscal year 2023-24.

MAJOR HIGHLIGHTS

Revenues

Stagnating revenues and significant increases in costs are a concern for preparing this budget. We are starting to see our revenue sources start to show signs of flat lining in response to an economic slowdown.

Expenditures

The majority of our expenditures continues to be salaries and benefits. There is currently a nationwide hiring crisis, and our City is no exception. While we budget for every allotted position, we continue to see budget savings from vacant positions. This creates a challenge when budgeting for full-time positions that most likely will not all be filled during the year. Prior year surplus's reflect this challenge.

On March 28, 2023, the City Council conducted a Priorities and Goals budget workshop. The top priorities were identified as:

- Road Repairs
- Staffing/Recruitment/Training
- Customer Service
- Fire Equipment

Road Repairs, road rehabilitation continues to be a high priority for the City and are included in this budget. The City utilizes many sources for road maintenance and is getting many projects done. The City is planning for this year and future years projects in a methodical approach. Many major projects are expected to be completed in this fiscal year. Over 5 million in funding is available for this purpose.

Staffing/Recruitment/Training, this goal is to hire a full staff. This goal is going to be the most challenging, given the problem is nationwide and difficult to achieve. Staff will be working hard to keep positions filled. Discussions on recruitment and retention are slated. The City is also working on a compensation study to see where we are in comparison to other jurisdictions.

Customer Service, feedback is very important to us and customer service a main priority. Staff is working with a proposal for an agreement with Butte College to provide us training in this area. Improving our customer service skills is a high priority when serving the community as well as interdepartmental customer service.

Fire Equipment, the workshop brought up a conversation regarding our aged Fire Equipment. The Council made this a priority and has already purchased a Type 1 Fire Engine. This will continue to be addressed during annual budget preparation.

The workshop brought together a number of great ideas, and everyone shared visions of what would make our City great. This budget reflects the vision and goals of this Council.

FISCAL IMPACT

Appropriations as set forth in the Annual Budget

RECOMMENDATION

Adopt Resolution No. 9139 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-24

ATTACHMENTS

2023-24 Annual Budget
Resolution 9139

CITY OF OROVILLE
RESOLUTION NO. 9139

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-24

WHEREAS, on June 6, 2023, the Finance Director prepared and presented to the City Council a preliminary budget; and

WHEREAS, the 2023-24 Annual Budget, is on file in the Office of the City Clerk; and

WHEREAS, a public hearing was held on June 20, 2023, to consider the Annual Budget for Fiscal Year 2023-24.

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

1. That the Annual Budget for Fiscal Year 2023-24 as amended and incorporated herein by the City Council is hereby adopted as the City of Oroville Annual Budget for Fiscal Year 2023-24.

2. That the City Council may amend the Annual Budget during Fiscal Year 2023-24.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 20, 2023, meeting by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

CITY OF OROVILLE
ANNUAL BUDGET
FOR THE
FISCAL YEAR
2023-2024

MAYOR AND CITY COUNCIL MEMBERS



David Pittman	Eric Smith	Krysi Riggs	Tracy Johnstone	Scott Thomson	Shawn Webber	Janet Goodson
Mayor	Vice Mayor District B	Council Member At Large	Council Member District A	Council Member At Large	Council Member District F	Council Member At Large

The City Council is composed of the Mayor,
and six Council Members.
As a legislative body, the Council determines levels of service to the community to promote and protect health, safety, and welfare of the citizens.

CITY OF OROVILLE

CITY OFFICIALS

Elected

City Treasurer, **Karolyn Fairbanks**

Appointed

City Administrator, **Brian Ring**

City Attorney, **Scott E Huber**

Assistant City Administrator-Administrative Services Director, **Ruth Duncan**

Director of Code Enforcement, **Ron Belser**

Director of Business Assistance and Housing, **Amy Bergstrand**

Community Development Director, **Vacant**

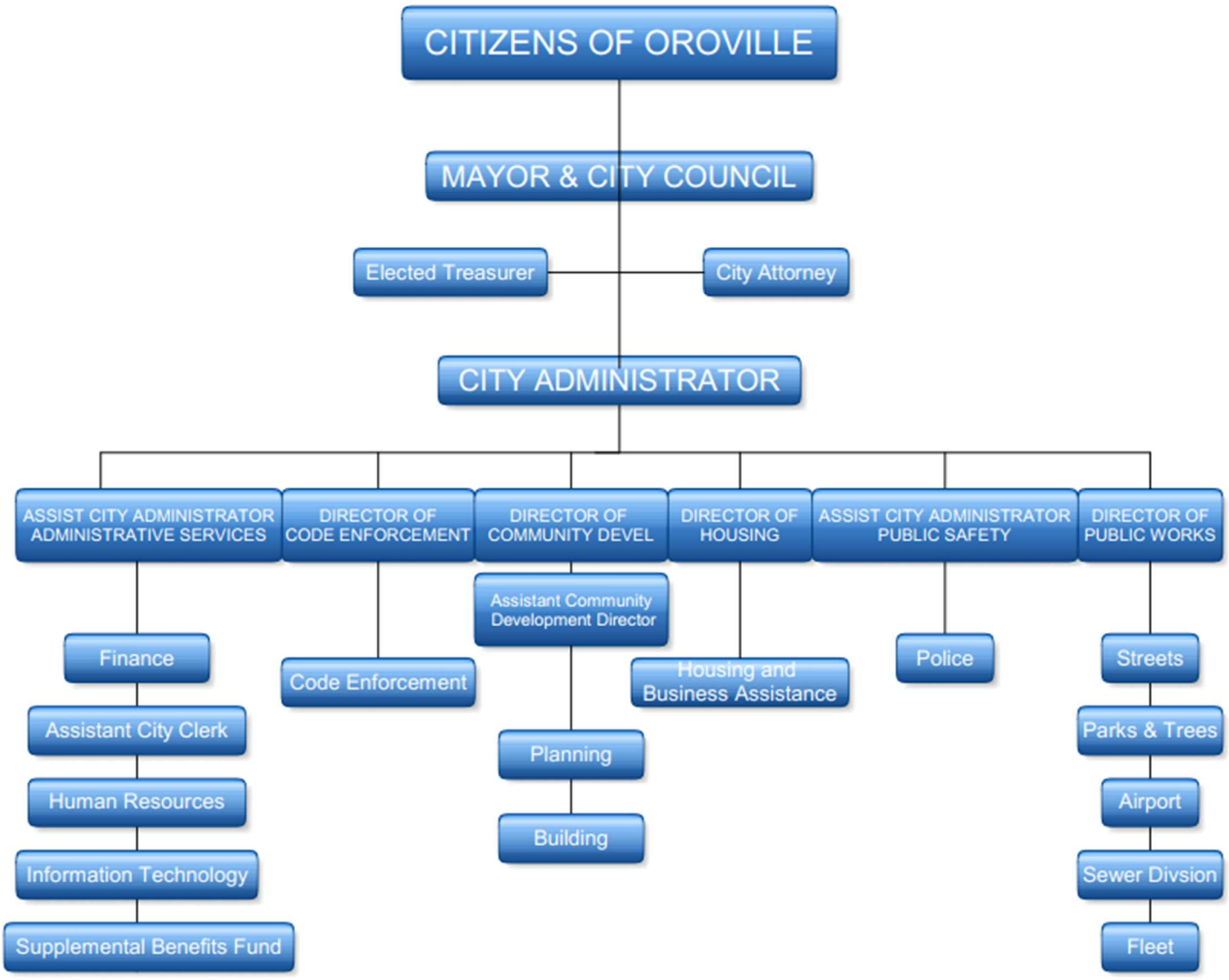
Assistant Community Development Director, **Dawn Nevers**

Police Chief, **Bill LaGrone**

Assistant Police Chief, **Vacant**

Director of Public Works, **Vacant**

CITY OF OROVILLE
Organization Chart



Mission Statement

The City of Oroville is dedicated to serving the public, ensuring the safety and vitality of the community, and promoting prosperity for all.

Vision Statement

The City of Oroville will be a vibrant and thriving Community with strong economic, recreational, and cultural opportunities.

Core Values

Integrity & Honesty
Professionalism
Respect for Others
Customer Service
Open Communication
Accountability
Teamwork/Cooperation

City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

Brian Ring
CITY ADMINISTRATOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2436 FAX (530) 538-2468
www.cityoforoville.org

TO: Mayor Pittman and Council Members

FROM: Brian Ring, City Administrator

DATE: June 20, 2023

SUBJECT: **Fiscal Year 2023-24 Budget**

Presented before you is the Fiscal Year 2023-24 (FY 23-24) budget. The Finance Department and representatives from all City departments have worked diligently to develop a budget that meets the City's current needs while at the same time planning ahead for the future. We are proud to say that the City will go into FY 23-24 with a healthy reserve of $9,000,000 and sufficient resources to address many of the Council's priorities of roads, staffing/customer service and addressing public safety capital needs.

The estimated revenues in the General Fund, which includes the District Sales Tax Fund (DSTF), are anticipated to be $28,405,807. Estimated expenditures are anticipated to be $32,370,858 (with $3,965,05 being covered with DSTF fund balance to address significant investments in road construction projects this FY along with establishing the Capital Asset Replacement Fund to save for future capital asset needs).

The DSTF has positioned the City to address many of its needs that over the years have been delayed due to the lack of resources. Specifically included in this year's budget are:

- Continued funding for the 11 new positions which were added during this last Fiscal Year, which included 8 Municipal Law Enforcement Officers, an Assistant Chief of Police, and a Director of Public Works and Cultural Facilities Curator.
- Over $5,000,000 for much needed road repair work. This includes a significant investment of approximately $3,600,000 for the work for the State Highway 162 project along with the repaving of Washington Avenue, Montgomery Street roundabout, Nelson Avenue at the Hwy 70 overpass, the slurry seal of Historic Downtown, amongst others.
- Establishment of a Capital Asset Replacement Fund and infused $1,500,000 into that fund to save for future capital needs (fire equipment, police equipment, equipment for road repair, etc.).

During the past FY, the Council made significant investments in equipment needed by that will greatly benefit the community. This equipment includes a street striping machine, new paving machine and a new Type I fire engine. Included in this year's budget are additional capital equipment investments:

- Replacement of crime scene investigation vehicles (truck and van) for our Police Department;
- Replacement vehicles for our Sewer Department (Arial truck and a new Closed Circuit Television Video van); and
- More equipment for our Public Works Department (Crack Sealer, Patching Training and concrete mixer).

While the revenue generated by the DSTF has provided stability to the City, expenses continue to rise and revenues are leveling off. As the economy continues to slow, staff continue to monitor these impacts. Many of the costs that continue to rise include pension costs, increases to general liability insurance, and increases to general supplies and materials that are necessary to meet the needs of our residents.

The City has much to look forward to during Fiscal Year 2023-24. Significant progress has been made to address affordable housing needs, numerous road projects are getting closer to being shovel ready, and numerous projects are in the works to enhance recreation. In addition, significant recruitment efforts are taking place to add valuable staff to the City's team, and rebranding efforts will commence this year to help showcase what a great community this is to live, visit and work!

CITY OF OROVILLE
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General Fund Detailed Budgets by Department and Major Categories

ALL FUNDS SUMMARY

FUND	Fund #	Beginning Fund Balance	Revenues & Sources	Expenditures & Uses	Ending Fund Balance
General Fund	100	$ 17,415,336	$ 20,535,434	$ 20,535,434	$ 17,415,336
1% District Sales Tax Fund	102	4,379,429	7,870,373	11,835,424	414,377
Special Revenue Funds					
Asset Seizures	106	97,980	2,253	5,000	95,233
Local Transportation	107	517,351	821,147	1,033,658	304,840
PEG Fee Fund	110	126,524	23,068	80,000	69,592
CASp Fund	111	21,284	1,788	5,000	18,072
Pension Stabilization Fund	112	4,597,279	-	20,624	4,576,655
Recycling Fund	113	49,962	35,884	14,215	71,631
Gas Tax RSTP Fund	115	630,485	333,529	900,000	64,014
Special Gas Tax	117	1,178,331	1,030,516	2,047,557	161,290
Supplemental Benefit Fund	120	541,562	145,327	605,000	81,889
Impact Fee Funds					
Drainage Impact Fee Fund	130	1,489,131	142,187	1,000,000	631,318
Fire Suppression Impact Fee Fund	131	420,017	50,465	300,000	170,482
Development Impact Fee Fund	132	854,418	94,143	850,000	98,561
Law Enforcement Impact Fee Fund	133	489,614	46,210	400,000	135,824
Park Development Fee Fund	134	2,041,490	250,403	500,000	1,791,893
Technology Fee Fund	135	325,566	57,129	310,000	72,695
Thermalito Drainage Fee Fund	136	528,995	9,687	-	538,682
Traffic Impact Fee Fund	137	3,610,865	197,729	10,000	3,798,594
Grant Funds					
Planning Grants	152	2,422,785	1,500,000	2,500,000	1,422,785
Police Supplemental Law Enforcement	153	2,290	180,370	150,000	32,660
Public Safety Augmentation	154	42,146	182,515	200,000	24,661
Special Districts					
Landscape/Lighting Maintenance Dist	170	92,037	56,826	43,744	105,119
Benefit Assessment Districts	190	20,310	15,618	13,128	22,800
Westside Public Safety Facility 2006-1	200	853,144	94,662	3,079	944,727
Public Safety Services 2006-2	201	897,394	95,472	3,079	989,787
Business Assistance/Housing Development					
Housing Program Fund	221	2,642,775	305,304	2,228,030	720,049
Home Grant Fund	222	361,709	2,225,276	2,314,050	272,935
Community Dev. Block Grants	223	259,450	11,087,900	10,765,965	581,385
EDBG Grant	224	3,351	31,797	33,610	1,538
CalHome	225	147,293	188,438	150,000	185,731
Housing Rehabilitation (CDBG)	227	1,353,668	57,823	115,000	1,296,491
EDBG Revolving Loan Fund	228	29,182	809	-	29,991
CDBG Program Income	229	1,153,890	456,329	812,734	797,485
Subtotal		**$ 49,597,043**	**$ 48,126,411**	**$ 59,784,332**	**$ 37,939,123**

ALL FUNDS SUMMARY

FUND	Fund #	Beginning Fund Balance	Revenues & Sources	Expenditures & Uses	Ending Fund Balance
Business Assistance/Housing Continued					
Cal Home Revolving Loan Fund	230	928,241	202,068	812,734	317,575
Home Revolving Loan Fund	231	1,144,785	1,021,020	400,616	1,765,189
RBEG	232	28,515	522	-	29,037
City Revolving Loan	233	256,392	4,280	15,000	245,672
Debt Service Fund					
City Debt Service Fund	250	83,160	1,369,990	1,369,990	83,160
Capital Funds					
Capital Asset Replacement Fund	300	1,219,724	2,382,199	1,600,000	2,001,923
Building/Facilities Cap Improv Fund	302	1,236,897	1,556,650	2,500,000	293,547
Capital Projects	303	-	-	-	-
Capital Projects (Bond Proceeds)	304	1,133,629	19,310	900,000	252,939
Enterprise Funds					
Sewer Fund	400	14,107,643	5,619,718	5,259,766	14,467,595
Airport Fund	420	4,494,607	679,497	1,886,044	3,288,060
Internal Service Funds					
Stores Revolving	510	-	-	-	-
Vehicle Maintenance	520	-	-	-	-
Workers Compensation	530	638,398	501,264	448,000	691,662
Unemployment Self-Insurance	540	170,949	33,855	35,000	169,804
Self-Insurance Vision Plan	550	27,251	4,371	22,000	9,622
Other					
Successor Agency	560	2,279,371	1,660,631	1,587,694	2,352,308
Subtotal		27,749,562	15,055,375	16,836,843	25,968,094
TOTAL		**$ 77,346,605**	**$ 63,181,786**	**$ 76,621,175**	**$ 63,907,216**

SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
ELECTEDS				
MAYOR AND CITY COUNCIL	7.00	-	-	7.00
TREASURER	1.00	-	-	1.00
TOTAL ELECTEDS	8.00	-	-	8.00
ADMINISTRATION				
CITY ADMINISTRATOR	0.90	-	0.10	1.00
SENIOR ADMINISTRATIVE ASSISTANT	0.25	-	(0.25)	-
DEPUTY CITY CLERK	1.00	-	(1.00)	-
CLERICAL INTERN	0.40	-	(0.40)	-
TOTAL ADMINISTRATION	2.55	-	(1.55)	1.00
CITY HALL				
CUSTODIAN	1.00	-	-	1.00
BUILDING MAINTENANCE TECHNICIAN II	0.26	-	0.29	0.55
TOTAL ADMINISTRATION	1.26	-	0.29	1.55
ADMINISTRATIVE SERVICES				
ASSISTANT CITY ADMIN-ADMIN SVCS	1.00	-	-	1.00
ACCOUNTING ANALYST	1.00	-	-	1.00
ACCOUNTING TECHNICIAN I, II, III	4.00	-	-	4.00
ASSISTANT CITY CLERK	-	-	1.00	1.00
CLERICAL INTERN	-	-	0.40	0.40
HUMAN RESOURCE MANAGER	1.00	-	-	1.00
HUMAN RESOURCE ANALYST	1.00	-	-	1.00
HUMAN RESOURCE TECHNICIAN	1.00	-	-	1.00
INFORMATION TECHNOLOGY MANAGER	1.00	-	-	1.00
INFORMATION TECHNOLOGY ANALYST	0.50	-	1.50	2.00
GIS - GEOGRAPHICAL INFO SYSTEM	1.00	-	(1.00)	-
TOTAL ADMIN SERVICES	11.50	-	1.90	13.40
PLANNING				
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	0.36	0.50
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	0.36	0.50
BUILDING OFFICIAL	1.00	-	-	1.00
SENIOR ADMINISTRATIVE ASSISTANT-PLAN		-	0.40	0.40
ASSISTANT PLANNER	1.00	-	-	1.00
COMMUNITY DEVELOPMENT TECH II-PLNG	0.50	-	-	0.50
STAFF ASSISTANT -PLANNING	0.33	-	0.17	0.50
BUILDING				
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	0.36	0.50
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	0.36	0.50
CONSTRUCTION INSPECTOR-CONSULTANT	1.00	-	(1.00)	-
COMMUNITY DEVELOPMENT TECH II-BLDG	0.30	-	0.20	0.50
COMMUNITY DEVELOPMENT TECH III-BLDG	1.00	-	-	1.00
SENIOR ADMINISTRATIVE ASSISTANT-BLDG		-	0.40	0.40
STAFF ASSISTANT -BUILDING	0.34	-	0.16	0.50
RECYCLING COORDINATOR	1.00	-	-	1.00
TOTAL PLANNING & BUILDING SVCS	7.03	-	1.77	8.80

SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
POLICE DEPARTMENT				
CHIEF OF POLICE	1.00	-	-	1.00
POLICE LIEUTENANT	1.00	-	-	1.00
POLICE SERGEANT	4.00	-	-	4.00
POLICE OFFICERS	16.00	-	-	16.00
MUNICIPAL LAW ENFORCEMENT OFFICER	9.00	-	-	9.00
ADMINISTRATIVE ASSISTANT	1.00	-	1.00	2.00
ADMINISTRATIVE ASSISTANT DISPATCH SUPR	1.00	-	-	1.00
DISPATCHERS	7.00	-	-	7.00
RECORDS TECHNICIAN SUPERVISOR	1.00			1.00
RECORDS TECHNICIAN	1.00	-	1.00	2.00
RESERVE DISPATCHER		-	0.50	0.50
RESERVE POLICE OFFICER & PT DETECTIVE	1.00	-	-	1.00
TOTAL POLICE DEPT	43.00	-	2.50	45.50
PUBLIC WORKS - ADMINISTRATION				
PUBLIC WORKS DIRECTOR	-	0.05	-	0.05
PUBLIC WORKS MANAGER SEWER/FLEET	0.20	-	-	0.20
ASSISTANT CIVIL ENGINEER	0.20	-	0.30	0.50
TOTAL PUBLIC WORKS ADMINISTRATION	0.40	0.05	0.30	0.75
PUBLIC WORKS - PARKS & TREES				
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.13	-	(0.13)	-
PUBLIC WORKS MANAGER - PARKS/TREES	0.50	-	-	0.50
LEAD TREE TECHNICIAN	1.00	-	-	1.00
PARK MAINTENANCE TECHNICIAN I	-	-	-	-
PARK MAINTENANCE TECHNICIAN II	2.00	-	-	2.00
BUILDING MAINTENANCE TECHNICIAN II	0.47	-	(0.17)	0.30
SENIOR ADMINISTRATIVE ASSISTANT	0.50	-	(0.50)	-
COMMUNITY DEVELOPMENT TECH II	0.20	-	(0.20)	-
STAFF ASSISTANT	0.34	-	(0.34)	-
MUSEUM CURATOR	-	1.00	-	1.00
ELECTRICIAN	0.18	-	0.02	0.20
ELECTRICAL ASSISTANT	0.20	-	-	0.20
SEASONAL WORKER	0.70	-	-	0.70
TOTAL PARKS & TREES	6.36	1.00	(1.46)	5.90
PUBLIC WORKS - STREETS & DRAINAGE				
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
PUBLIC WORKS MANAGER - STREETS	0.50	-	-	0.50
ASSISTANT CIVIL ENGINEER	0.20	-	0.30	0.50

SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
PUBLIC WORKS - STREETS & DRAINAGE CON				
LEAD PUBLIC WORKS OPERATOR	1.00	-	-	1.00
PUBLIC WORKS OPERATOR I	1.00	-	(1.00)	-
PUBLIC WORKS OPERATOR II	2.00	-	(2.00)	-
PUBLIC WORKS OPERATOR III	-	-	-	-
BUILDING MAINTENANCE TECHNICIAN II	0.27	-	(0.17)	0.10
ELECTRICIAN	0.24	-	0.03	0.27
ELECTRICAL ASSISTANT	0.27	-	-	0.27
TOTAL PUBLIC WORKS	5.76	-	(3.12)	2.64
PUBLIC WORKS - DRAINAGE				
PUBLIC WORKS MANAGER SEWER/FLEET	0.20	-	(0.20)	-
SR. CIVIL ENGINEER	0.20	-	(0.20)	-
ASSISTANT CIVIL ENGINEER	0.20	-	(0.20)	-
PUBLIC WORKS OPERATOR II	1.00	-	(1.00)	-
TOTAL PUBLIC WORKS	1.60	-	(1.60)	-
PUBLIC WORKS-MECHANICS				
PUBLIC WORKS DIRECTOR	-	0.05	-	0.05
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
LEAD EQUIPMENT MECHANIC	1.00	-	-	1.00
EQUIPMENT MECHANIC	3.00	-	(1.00)	2.00
TOTAL PUBLIC WORKS-MECHANICS	4.28	0.05	(1.28)	3.05
OTHER FUNDS:				
1% DISTRICT SALES TAX FUND				
ADMINISTRATIVE ASSISTANT	1.00	-	(1.00)	-
CODE ENFORCEMENT				
DIRECTOR OF CODE ENFORCEMENT	1.00	-	-	1.00
ADMINISTRATIVE ASSISTANT-CODE ENFORC	1.00	-	-	1.00
CODE ENFORCEMENT TECHNICIAN	6.00	-	-	6.00
COMMUNITY DEVELOPMENT				
ASSOCIATE PLANNER	1.00	-	-	1.00
POLICE				
ASSISTANT POLICE CHIEF		1.00	-	1.00
POLICE SERGEANT	1.00	-	-	1.00
POLICE OFFICERS	6.00	-	-	6.00
MUNICIPAL LAW ENFORCEMENT OFFICERS		8.00	-	8.00
FIRE				
ADMINISTRATIVE ASSISTANT	-	-	0.20	0.20
PUBLIC WORKS				
PUBLIC WORKS DIRECTOR	-	0.55	-	0.55
PARK MAINTENANCE TECHNICIAN II	4.00	-	1.00	5.00
SR. CIVIL ENGINEER	0.40	-	0.20	0.60

SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
PUBLIC WORKS CONTINUED				
ADMINISTRATIVE ASSISTANT	-	-	0.80	0.80
PLAN CHECK ENGINEER	1.00	-	-	1.00
PUBLIC WORKS OPERATOR I		-	1.00	1.00
PUBLIC WORKS OPERATOR II	4.00	-	1.00	5.00
TOTAL 1% DISTRICT SALES TAX	25.40	9.55	4.20	39.15
AIRPORT				
PUBLIC WORKS DIRECTOR	-	0.05	-	0.05
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
AIRPORT MANAGER	1.00	-	-	1.00
SR. CIVIL ENGINEER	0.20	-	-	0.20
ASSISTANT CIVIL ENGINEEER	0.20	-	-	0.20
ELECTRICIAN	0.24	-	-	0.24
ELECTRICAL ASSISTANT	0.26	-	-	0.26
TOTAL AIRPORT	2.18	0.05	(0.28)	1.95
BUSINESS ASSIST & HSG DEV.				
CITY ADMINISTRATOR	0.10	-	(0.10)	-
DIRECTOR OF BUS ASSIST AND HOUSING	1.00	-	-	1.00
ADMINSTRATIVE ASSISTANT	1.00	-	(1.00)	-
ADMIN / PROGRAM ANALYST II	1.00	-	-	1.00
PROGRAM ANALYST I	1.00	-	-	1.00
BUILDING MAINTENANCE TECHNICIAN II	0.01	-	(0.01)	-
TOTAL BUSINESS ASSISTANCE & HOUSING DEV	4.11	-	(1.11)	3.00
LIGHTING & LANDSCAPE MAINT DIST				
PARK MAINTENANCE TECHNICIAN II	1.00	-	-	1.00
TOTAL LIGHTING & LDNSCP DIST	1.00	-	-	1.00
PUBLIC WORKS-SEWER DIVISION				
PUBLIC WORKS DIRECTOR	-	0.30	-	0.30
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
PUBLIC WORKS MANAGER SEWER/FLEET	0.60	-	-	0.60
SR. CIVIL ENGINEER	0.20	-	-	0.20
ASSISTANT CIVIL ENGINEEER	0.20	-	-	0.20
COLLECTION SYSTEM OPERATOR III	1.00	-	-	1.00
COLLECTION SYSTEM OPERATOR II	1.00	-	-	1.00
COLLECTION SYSTEM OPERATOR I	3.00	-	-	3.00
ELECTRICIAN	0.24	-	-	0.24
ELECTRICAL ASSISTANT	0.27	-	-	0.27
TOTAL PUBLIC WORKS SEWER	6.79	0.30	(0.28)	6.81

SUMMARY OF PERSONNEL
BY DEPARTMENT

DEPARTMENT SUMMARY	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
DEPARTMENT:				
GENERAL FUND:				
ELECTEDS	8.00	-	-	8.00
ADMINISTRATION	2.55	-	(1.55)	1.00
CITY HALL	1.26	-	0.29	1.55
ADMINISTRATIVE SERVICES	11.50	-	1.90	13.40
POLICE DEPARTMENT	43.00	-	2.50	45.50
PARKS & TREES DEPARTMENT	6.36	1.00	(1.46)	5.90
PLANNING & DEVELOPMENT SERVICES	7.03	-	1.77	8.80
PUBLIC WORKS	12.04	0.10	(5.70)	6.44
TOTAL GENERAL FUND POSITIONS	91.74	1.10	(2.25)	90.59
NON GENERAL FUND:				
1% DISTRICT SALES TAX				
POLICE	7.00	9.00	-	16.00
FIRE	-	-	0.20	0.20
PUBLIC WORKS	9.40	0.55	4.00	13.95
ADMIN ASSIST-CITY ADMINISTRATOR	1.00	-	(1.00)	-
CODE ENFORCEMENT	8.00	-	-	8.00
PLANNING	1.00			1.00
AIRPORT	2.18	0.05	(0.28)	1.95
BUSINESS ASSISTANCE AND HSG DEV	4.11	-	(1.11)	3.00
PUBLIC WORKS-SEWER	6.79	0.30	(0.28)	6.81
PUBLIC WORKS-LLMD	1.00	-	-	1.00
TOTAL NON GENERAL FUND POSITIONS	40.48	9.90	1.53	51.91
DEPARTMENT TOTALS:	**132.22**	**11.00**	**(0.72)**	**142.50**

Salary Schedules can be found on the City's website:
http://cityoforoville.org/home/showdocument?id=16662

Summary of Revenues by Resource

GENERAL FUND	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24 ADOPTED
Taxes				
Sales and Use Tax	$ 5,850,106	$ 6,079,862	$ 5,777,115	$ 6,013,054
Property	4,207,308	3,177,688	4,261,527	4,304,142
Utility User	2,513,476	2,185,427	2,214,211	2,258,495
Franchise Fees	1,052,859	966,005	1,138,066	1,160,827
Transient Occupancy	1,084,862	969,002	959,408	978,596
Other Taxes	107,733	103,743	52,428	53,476
Total Taxes	14,816,344	13,481,727	14,402,755	14,768,592
License, Permits and Franchises				
Licenses	82,546	88,867	82,578	83,403
Permits	595,758	609,764	505,529	510,585
Total License, Permits and Fees	678,304	698,631	588,107	593,988
Other Revenues				
Fines and Forfeitures	74,304	63,062	36,909	38,619
Interest, Rents and Concessions	128,091	99,297	596,675	604,809
Intergovernmental Revenues	346,186	73,733	420,648	425,002
Charges for Services	783,667	1,617,517	479,150	483,957
Other Revenues	1,283,749	3,252,423	4,829,901	2,109,912
Operating Transfers In	2,589,524	2,439,124	1,742,387	1,510,557
Total Other Revenues	5,205,521	7,545,156	8,105,669	5,172,855
TOTAL GENERAL FUND REVENUES	**$ 20,700,169**	**$ 21,725,514**	**$ 23,096,532**	**$ 20,535,434**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

GENERAL FUND	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24 ADOPTED
Administration				
City Administrator	$ 337,291	$ 441,560	$ 193,777	$ 315,019
City Attorney	472,733	265,450	344,917	350,150
City Hall	147,695	101,397	124,233	213,074
Administrative Services				
Finance	1,007,476	1,233,785	1,006,440	975,275
City Clerk	120,929	168,032	173,347	154,435
Human Resources	219,690	467,748	217,539	390,719
Information Technology	504,790	598,010	567,326	632,328
Risk Management	524,979	620,904	650,000	749,928
Elected Officials				
Mayor, City Council, Treasurer	249,513	260,615	298,253	195,327
Community Development Svcs				
Planning	601,361	865,478	624,765	910,873
Building	411,694	640,071	1,034,250	1,257,279
Code Enforcement				
Code Enforcement	72,737	64,722	225,682	-
Public Safety				
Fire	4,706,026	6,118,542	4,588,815	4,811,026
Police	5,629,274	5,685,792	5,420,143	6,322,009
Public Works				
Administration	370,233	436,267	333,456	374,886
Drainage	61,587	190,141	41,859	-
Parks and Trees	1,173,698	1,052,764	1,063,625	1,147,687
Streets and Drainage	1,243,730	1,400,859	823,583	908,089
Vehicle Maintenance	-	887,877	641,509	756,329
General Government	984,809	225,500	3,054,168	71,000
TOTAL GENERAL FUND EXPENDITURES	**$ 18,840,244**	**$ 21,725,514**	**$ 21,427,687**	**$ 20,535,434**

Summary of Expenditures by Department

DISTRICT TAX FUND	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24 ADOPTED
Taxes				
Sales and Use Tax-District Tax	**$ 7,720,024**	**$ 7,791,150**	**$ 7,772,908**	**$ 7,870,373**
Administration				
City Administrator	$ 83,085	$ 85,720	$ 89,953	$ -
City Hall	43,416	68,810	44,316	-
Planning & Development Svcs				
Planning	10,337	93,696	21,618	91,136
Code Enforcement				
Code Enforcement	175,721	910,311	661,923	973,978
Public Safety				
Police	733,810	1,760,748	1,168,580	2,882,422
Fire	255,566	-	-	28,209
Public Works				
Administration	74,759	29,359	118,110	227,991
Streets	218,863	1,836,923	469,308	2,708,569
Parks and Trees	267,894	948,547	634,179	1,073,119
General Government				
Interfund Transfers				
Capital Asset Reserves	-	-	-	1,500,000
Capital Asset Replacements	1,500,000	1,500,000	1,500,000	850,000
Capital Improvement Fund	1,500,000	1,500,000	1,500,000	1,500,000
Reserves	1,500,000	1,500,000	1,500,000	-
TOTAL GENERAL FUND EXPENDITURES	**$ 6,363,451**	**$ 10,234,114**	**$ 7,707,988**	**$ 11,835,424**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

GENERAL FUND & DISTRICT TAX FUND

	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24 ADOPTED
Administration				
City Administrator	$ 420,376	$ 527,280	$ 283,730	$ 315,019
City Attorney	472,733	265,450	344,917	350,150
City Hall	191,111	170,207	168,550	213,074
Administrative Services				
Finance	1,007,476	1,233,785	1,006,440	975,275
City Clerk	120,929	168,032	173,347	154,435
Human Resources	219,690	467,748	217,539	390,719
Information Technology	504,790	598,010	567,326	632,328
Risk Management	524,979	620,904	650,000	749,928
Elected Officials				
Mayor. City Council, Treasurer	249,513	260,615	298,253	195,327
Planning & Development Svcs				
Planning	611,698	959,174	646,383	1,002,008
Building	411,694	640,071	1,034,250	1,257,279
Code Enforcement				
Code Enforcement	248,458	975,033	887,606	973,978
Public Safety				
Fire	4,961,592	6,118,542	4,588,815	4,839,236
Police	6,363,084	7,446,540	6,588,723	9,204,431
Public Works				
Administration	444,992	465,626	451,566	602,877
Drainage	61,587	190,141	41,859	-
Parks and Trees	1,441,592	2,001,311	1,697,804	2,220,807
Streets	1,462,593	3,237,782	1,292,891	3,616,658
Vehicle Maintenance	-	887,877	641,509	756,329
General Government	5,484,809	4,725,500	7,554,168	3,921,000
TOTAL GENERAL FUND EXPENDITURES	**$ 25,203,695**	**$ 31,959,628**	**$ 29,135,674**	**$ 32,370,859**

ELECTED OFFICIALS

Activity

The City Council is comprised of the Mayor and six Council members. As a legislative body, the City Council determines levels of service to promote the health, safety and welfare of the citizens. The Council oversees the City's fiscal and organizational management; adopts the annual budget; is committed to the community, protection and preservation of the environment and quality of life. The elected City Treasurer manages and provides oversight of city investments with primary objective of safety, liquidity and return on investment.

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Expenses				
Mayor, City Council & Treasurer				
Salaries & Benefits	$ 239,845	$ 243,495	$ 263,560	$ 151,387
Services & Supplies	9,667	17,120	34,693	43,940
Total Expenses	$ 249,513	$ 260,615	$ 298,253	$ 195,327

ADMINISTRATION

Activity

Administration provides leadership and management for all City operations. The City Administrator is the direct liaison with the City Council. The department also perfoms the function of City Clerk, and provides oversight of City Hall and the City Attorney.

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Revenues				
Revenues	$ 2,635	$ 3,957	$ 1,442	$ 1,457
Total Revenues	$ 2,635	$ 3,957	$ 1,442	$ 1,457
Expenses				
City Administrator				
Salaries & Benefits	$ 270,190	$ 326,560	$ 177,904	$ 299,389
Services & Supplies	67,101	115,000	15,873	15,630
City Attorney				
Services & Supplies	472,733	265,450	344,917	350,150
City Hall				
Salaries & Benefits	46,054	22,397	53,865	140,874
Services & Supplies	101,641	79,000	70,368	72,200
Total Expenses	$ 957,718	$ 808,407	$ 662,927	$ 878,243

ADMINISTRATIVE SERVICES

Activity

The Aministrative Services department provides all levels of service to the City's operations. The Finance department provides accounting and financial management services to the City. Services and responsibilities include annual financial reporting, budget preparation, payroll, billing and vendor payments. The department also includes Human Resources, Information Technology, and Risk Management functions.

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Revenues				
Revenues - Finance	$ 21,257	$ 17,960	$ 38,479	$ 38,864
Revenues - City Clerk			2,473	2,540
Revenues - HR	1,600	1,600	-	-
Revenues - Information Technology	44,822	35,000	42,223	42,645
Total Revenues	$ 67,679	$ 54,560	$ 83,175	$ 84,049
Expenses				
Finance				
Salaries & Benefits	$ 702,657	$ 771,185	$ 659,030	$ 704,125
Services & Supplies	304,818	462,600	347,410	271,150
City Clerk				
Salaries & Benefits	92,969	117,532	108,753	126,685
Services & Supplies	27,959	50,500	64,594	27,750
Human Resources				
Salaries & Benefits	190,158	365,248	186,458	339,097
Services & Supplies	29,532	102,500	31,081	51,622
Information Technology				
Salaries & Benefits	308,944	363,110	236,640	281,232
Services & Supplies	195,846	234,900	330,686	351,096
Risk Management				
Services & Supplies	524,979	620,904	650,000	749,928
Total Expenses	$ 2,377,863	$ 3,088,479	$ 2,614,652	$ 2,902,686

COMMUNITY DELEVELOPMENT
PLANNING AND BUILDING

Activity

The Community Development Services Department provides support and compliance with applicable Federal and State laws and regulations on Municipal Code, General Plan, development of area plans, environmental reviews and annexations. In addition coordinates various permit reviews and issuance, building inspections, zoning clearances, use permits, variances, code compliance.

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Revenues				
Revenues - Planning	$ 303,650	$ 124,291	$ 158,030	$ 159,610
Revenues - Building	1,247,113	1,257,808	773,766	781,504
Total Revenues	$ 1,550,763	$ 1,382,099	$ 931,796	$ 941,114
Expenses				
Planning and Development Services				
Salaries & Benefits	$ 120,734	$ 339,478	$ 179,920	$ 414,773
Services & Supplies	480,628	526,000	444,846	496,100
Building				
Salaries & Benefits	146,015	359,271	277,514	693,679
Services & Supplies	265,679	280,800	756,736	563,600
Total Expenses	$ 1,013,056	$ 1,505,549	$ 1,659,015	$ 2,168,152

CODE ENFORCEMENT

Activity

The Code Enforcement Department is the first line of prevention, detection, investigation and enforcement of violations of statues or ordinances regulating public health, safety, welfare, public works, business activities and consumer protection, building standards, land use, or municipal affairs.

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Revenues				
Revenues - Code Enforcement	16,600	17,000	309,789	314,228
Total Revenues	$ 16,600	$ 17,000	$ 309,789	$ 314,228
Expenses				
Code Enforcement				
Salaries & Benefits	16,355	11,462	9,814	-
Services & Supplies	56,382	53,260	215,869	-
Total Expenses	$ 72,737	$ 64,722	$ 225,682	$ -

PUBLIC SAFETY

Activity

The Public Safety Department oversees the City's Police and Fire divisions. the Public Safety Department provides the citizens with public safety, emergency response and fire prevention services. These Departments promote community safety with cooperation and coordination with other agencies.

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Revenues				
Revenues - Police	$ 558,220	$ 513,745	$ 395,161	$ 399,135
Revenues - Fire	977,935	250,000	185,785	187,643
Total Revenues	$ 1,536,155	$ 763,745	$ 580,946	$ 586,779
Expenses				
Fire				
Salaries & Benefits	$ 4,350,174	$ -	$ -	$ -
Services & Supplies	355,852	5,043,544	4,354,154	4,565,198
Transitional Cost	-	1,074,998	234,661	245,828
Police				
Salaries & Benefits	4,636,816	4,652,742	4,225,579	5,117,425
Services & Supplies	992,459	1,033,050	1,194,564	1,204,584
Total Expenses	$ 10,335,301	$ 11,804,334	$ 10,008,958	$ 11,133,035

PUBLIC WORKS
PUBLIC WORKS ADMIN / STREET AND STORM DRAINS

Activity

The Public Works Administration provides management of engineering, capital projects as needed. The Streets Division provides maintenance, management, repairs and improvements of the City's streets. This department also manages other funds outside of the General Fund such as the Sewer and Airport Funds.

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Revenues				
Revenues - Public Works Admin	$ 48,451	$ 47,855	$ 84,444	$ 85,288
Revenues - Parks and Trees	42,810	36,594	64,898	62,036
Revenues - Streets	441,440	404,169	558,337	597,835
Revenues - Vehicle Maintenance	-	887,877	654,386	813,601
Total Revenues	$ 532,701	$ 1,376,495	$ 1,362,066	$ 1,558,761
Expenses				
PW Administration				
Salaries & Benefits	$ 1,402	$ -	$ 62,055	$ 95,490
Services & Supplies	368,832	436,267	271,401	279,395
Drainage				
Salaries & Benefits	59,072	185,141	41,859	-
Services & Supplies	2,515	5,000	-	-
Parks and Trees				
Salaries & Benefits	478,667	613,634	597,781	585,387
Services & Supplies	695,031	439,130	465,844	562,300
Streets				
Salaries & Benefits	493,046	664,009	251,349	394,639
Services & Supplies	750,683	736,850	572,234	513,450
Vehicle Maintenance				
Salaries & Benefits	-	425,881	315,803	322,329
Services & Supplies	-	461,996	325,706	434,000
Total Expenses	$ 2,849,248	$ 3,967,908	$ 2,904,031	$ 3,186,991

GENERAL GOVERNMENT

Activity

General Government is where the City's General Revenues are recorded that are not related to a particular department function. Sales Tax , Property Tax and Utility Users Tax are the City's main revenue resource. City expenditures that are not specifically related to a City Department are also recorded here.

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Revenues				
Sales and Use Tax	$ 5,850,106	$ 6,079,862	$ 5,777,115	$ 6,013,054
Property Tax	4,207,308	3,177,688	4,261,527	4,304,142
Utility User Tax	2,513,476	2,185,427	2,214,211	2,258,495
Transient Occupancy	1,084,862	969,002	959,408	978,596
Other Taxes	107,733	103,743	52,428	53,476
Franchise Fees	1,052,859	966,005	1,138,066	1,160,827
Intergovernmental Revenues	29,932	4,535	14,733	15,027
Interest	71,559	46,756	496,011	505,931
Other Revenues	215,821	2,716,060	3,781,989	899,517
Interfund Transfers In	1,859,980	1,878,580	1,131,830	859,980
Total Revenues	$ 16,993,636	$ 18,127,658	$ 19,827,318	$ 17,049,047
Expenses				
General Government				
Services & Supplies	350,606	5,500	188,503	71,000
Interfund Transfers Out	634,203	220,000	2,865,665	-
Total Expenses	$ 984,809	$ 225,500	$ 3,054,168	$ 71,000

1% DISTRICT SALES TAX

Activity

This fund accounts for revenues and expeditures realted to the 1% District Tax. This Fund is combined with the General Fund for financial statement presentation.

FUND: 102

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 4,867,130	$ 6,223,703	$ 6,223,703	$ 4,379,429
Revenues				
Revenues	7,720,024	7,791,150	7,560,397	7,870,373
Total Revenues	7,720,024	7,791,150	7,560,397	7,870,373
Expenses				
City Administrator				
Salaries & Benefits	83,085	85,720	89,953	-
City Hall				
Salaries & Benefits	43,416	68,810	44,316	-
Planning				
Salaries & Benefits	10,337	93,696	21,655	91,136
Code Enforcement				
Salaries & Benefits	175,721	910,311	661,651	753,831
Services and Supplies	-	-	216,102	220,147
Police				
Salaries & Benefits	429,895	1,555,748	1,016,034	2,142,422
Services and Supplies	303,915	605,000	250,243	740,000
Fire				
Salaries & Benefits	156,952	17,309	-	28,209
Services and Supplies	98,614	-		
Capital Outlay	-	1,262,841	1,262,841	-
Public Works				
Salaries & Benefits	74,759	129,359	118,110	227,991
Streets & Drainage				
Salaries & Benefits	218,863	336,923	468,859	579,569
Services and Supplies	-	-	120,515	129,000
Pavement Rehabilitation	-	1,500,000	-	2,000,000
Parks & Trees				
Salaries & Benefits	240,312	468,547	282,598	473,119
Services and Supplies	27,582	600,000	351,792	600,000
Transfers				
Capital Asset Replacement Reserve	-	-	-	1,500,000
Capital Asset Replacements	1,500,000	1,500,000	1,500,000	850,000
Capital Projects & Improv Fund	1,500,000	1,500,000	1,500,000	1,500,000
Reserves	1,500,000	1,500,000	1,500,000	-
Total Expenses	6,363,451	12,134,264	9,404,671	11,835,424
Ending Fund Balance	$ 6,223,703	$ 1,880,589	$ 4,379,429	$ 414,377

ASSET SEIZURE FUND

Activity

This fund accounts for revenues and expenses related to seized property. This fund can only be used to supplement the enforcement efforts of the Police Department.

FUND: 106

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 157,033	$ 157,559	$ 157,559	$ 97,980
Revenues				
Revenues	526	368	2,209	2,253
Total Revenues	526	368	2,209	2,253
Expenses				
Services and Supplies	-	5,000	-	5,000
Capital Outlay	-	-	61,788	-
Total Expenses	-	5,000	61,788	5,000
Ending Fund Balance	$ 157,559	$ 152,927	$ 97,980	$ 95,233

LOCAL TRANSPORTATION FUND

Activity

This Fund is to account for Article 8 of the State of California Local Transportation revenues. The Butte County Association of Governments (BCAG) provides oversight of this Fund.

FUND: 107

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 292,918	$ 644,699	$ 644,699	$ 517,351
Revenues				
Revenues	486,553	490,576	572,421	821,147
Transfers In	-	-	-	-
Total Revenues	486,553	490,576	572,421	821,147
Expenses				
Services & Supplies	134,772	510,000	699,769	1,033,658
Transfer Out to other agency	-	-	-	-
Total Expenses	134,772	510,000	699,769	1,033,658
Ending Fund Balance	$ 644,699	$ 625,275	$ 517,351	$ 304,840

PEG FEE FUND

Activity

PEG stands for Public, Educational, or Governmental use. This fee is mandated by the State to enable the City to grant members of the public access to Council meetings.

FUND: 110

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 102,775	$ 124,165	$ 124,165	$ 126,524
Revenues				
Revenues	33,471	27,957	22,616	23,068
Total Revenues	33,471	27,957	22,616	23,068
Expenses				
Services & Supplies	12,081	80,000	20,257	80,000
Total Expenses	12,081	80,000	20,257	80,000
Ending Fund Balance	$ 124,165	$ 72,122	$ 126,524	$ 69,592

CASP FUND

Activity

The CASP Fund accounts for fees collected under SB1186. The State portion is remitted to the State on a quarterly basis. The City portion is to be used to increase disability access and compliance with construction-related accessibility requirements.

FUND: 111

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 18,326	$ 19,531	$ 19,531	$ 21,284
Revenues				
Revenues	1,205	1,261	1,753	1,788
Total Revenues	1,205	1,261	1,753	1,788
Expenses				
Services & Supplies	-	5,000	-	5,000
Transfer out to other agency				
Total Expenses	-	5,000	-	5,000
Ending Fund Balance	$ 19,531	$ 15,792	$ 21,284	$ 18,072

PENSION RATE STABILIZATION AND OPEB FUND

Activity

This fund was created to account for funds accumulated to mitigate future increases in pension costs and to fund future post employment retirement benefits.

FUND: 112

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 3,992,261	$ 4,536,383	$ 4,536,383	$ 4,597,279
Revenues				
Revenues	568,334	81,600	81,600	-
Total Revenues	568,334	81,600	81,600	-
Expenses				
Fiscal Agent Fees	24,212	24,000	20,704	20,624
Total Expenses	24,212	24,000	20,704	20,624
Ending Fund Balance	$ 4,536,383	$ 4,593,983	$ 4,597,279	$ 4,576,655

RECYCLING FUND

Activity

The Recycling Fund accounts for the City's waste management activities as required by State Law.

FUND: 113

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 9,091	$ 67,319	$ 67,319	$ 49,962
Revenues				
Revenues	64,235	31,330	45,230	35,884
Transfers In	-			
Total Revenues	64,235	31,330	45,230	35,884
Expenses				
Salaries & Benefits	5,807	47,552	50,295	-
Services & Supplies	200	4,000	12,292	14,215
Total Expenses	6,007	51,552	62,587	14,215
Ending Fund Balance	$ 67,319	$ 47,097	$ 49,962	$ 71,631

GAS TAX REGIONAL SURFACE TRANSPORTATION PROGRAM FUND

Activity

The RSTP program was established by the State of California to provide for projects to preserve and improve the conditions of highway, bridge, road, pedestrian and bicycle infrastructure.

FUND: 115

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 889,597	$ 776,446	$ 776,446	$ 630,485
Revenues				
Revenues	342,959	236,829	303,208	333,529
Total Revenues	342,959	236,829	303,208	333,529
Expenses				
Services & Supplies	456,110	500,000	449,169	900,000
Capital Outlay	-	-	-	-
Transfer out to other agency	-	-	-	-
Total Expenses	456,110	500,000	449,169	900,000
Ending Fund Balance	$ 776,446	$ 513,275	$ 630,485	$ 64,014

SPECIAL GAS TAX

Activity

This Fund is used to account for the revenues of gas sales tax received from the State of California pursuant to Sections 2013, 2015, 2016, 2017, 2017.5 of the Streets and Highway code.
Use: Research, planning, construction, improvement, maintenance, and operation of public streets and highways, including the mitigation of their enviromental effects.

FUND: 117

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 542,274	$ 753,503	$ 753,503	$ 1,178,331
Revenues				
Revenues	800,770	887,885	924,922	1,030,516
Total Revenues	800,770	887,885	924,922	1,030,516
Expenses				
Services & Supplies	160,377	395,560	-	1,500,000
Capital Outlay	-			
Transfer Out	429,164	492,325	500,094	547,557
Total Expenses	589,541	887,885	500,094	2,047,557
Ending Fund Balance	$ 753,503	$ 753,503	$ 1,178,331	$ 161,290

SUPPLEMENTAL BENEFITS FUND

Activity

The City acts as Fund Administrator of the revenues received from the Settlement Agreement with the DWR for FERC project 2100 the Oroville facilities. An Oversight Board oversees this Fund.

FUND: 120

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 1,181,993	$ 714,469	$ 714,469	$ 541,562
Revenues				
Revenues	2,726	137,000	145,125	145,327
Total Revenues	2,726	137,000	145,125	145,327
Expenses				
Salaries & Benefits	26,522	-	-	-
Services & Supplies	438,728	2,005,500	313,032	600,000
Transfers Out	5,000	5,000	5,000	5,000
Total Expenses	470,250	2,010,500	318,032	605,000
Ending Fund Balance	$ 714,469	$ (1,159,031)	$ 541,562	$ 81,889

DRAINAGE IMPACT FEE FUND
CITY WIDE

Activity

The Fund accounts for Drainage Impact Fees received and expended in the Oroville area.

FUND: 130

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 995,173	$ 1,349,732	$ 1,349,732	$ 1,489,131
Revenues				
Revenues	355,124	352,582	139,399	142,187
Total Revenues	355,124	352,582	139,399	142,187
Expenses				
Services & Supplies	565	1,001,000	-	1,000,000
Capital Outlay	-	-		
Total Expenses	565	1,001,000	-	1,000,000
Ending Fund Balance	$ 1,349,732	$ 701,314	$ 1,489,131	$ 631,318

FIRE SUPPRESSION IMPACT FEE FUND

Activity

The purpose of this Fund is to provide funds for additional equipment needed for the City's Fire Department.

FUND: 131

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 206,783	$ 375,505	$ 375,505	$ 420,017
Revenues				
Revenues	169,287	170,643	79,475	50,465
Total Revenues	169,287	170,643	79,475	50,465
Expenses				
Services & Supplies	565	1,000	34,963	300,000
Capital Outlay	-	300,000	-	-
Total Expenses	565	301,000	34,963	300,000
Ending Fund Balance	$ 375,505	$ 245,148	$ 420,017	$ 170,482

GENERAL GOVERNMENT DEVELOPMENT IMPACT FEE FUND

Activity

This Fund accounts for revenues from General Government Development Impact Fees and provides funding for the increasing operation costs and improvements to facilities related to growth.

FUND: 132

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 381,725	$ 762,121	$ 762,121	$ 854,418
Revenues				
Revenues	385,816	393,943	92,297	94,143
Total Revenues	385,816	393,943	92,297	94,143
Expenses				
Services & Supplies	565	1,001,000	-	850,000
Capital Outlay	4,855	-	-	-
Total Expenses	5,420	1,001,000	-	850,000
Ending Fund Balance	$ 762,121	$ 155,064	$ 854,418	$ 98,561

LAW ENFORCEMENT IMPACT FEE FUND

Activity

The Fund accounts for the revenue generated from impact fees to provide law enforcement personnel and equipment which could not otherwise be funded.

FUND: 133

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 195,717	$ 444,310	$ 444,310	$ 489,614
Revenues				
Revenues	249,158	260,718	45,304	46,210
Total Revenues	249,158	260,718	45,304	46,210
Expenses				
Services & Supplies	565	10,000	-	400,000
Capital Outlay	-	-	-	-
Total Expenses	565	10,000	-	400,000
Ending Fund Balance	$ 444,310	$ 695,028	$ 489,614	$ 135,824

PARKS DEVELOPMENT IMPACT FEE FUND

Activity

The Parks Development Fees Fund accounts for the fees collected on new development for the acquisition and construction of new City parks.

FUND: 134

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 1,120,242	$ 1,795,997	$ 1,795,997	$ 2,041,490
Revenues				
Revenues	676,320	647,812	245,493	250,403
Total Revenues	676,320	647,812	245,493	250,403
Expenses				
Services & Supplies	565	-	-	-
Capital Outlay	-	10,000	-	500,000
Transfers Out	-			
Total Expenses	565	10,000	-	500,000
Ending Fund Balance	$ 1,795,997	$ 2,433,809	$ 2,041,490	$ 1,791,893

TECHNOLOGY FEE FUND

Activity

The Technology Fee Fund accounts for the fees collected to maintain and acquire technology used to aid in efficient operations of the City.

FUND: 135

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 250,472	$ 342,227	$ 342,227	$ 325,566
Revenues				
Revenues	113,574	119,135	56,009	57,129
Total Revenues	113,574	119,135	56,009	57,129
Expenses				
Services & Supplies	21,819	310,000	72,670	310,000
Capital Outlay	-			
Total Expenses	21,819	310,000	72,670	310,000
Ending Fund Balance	$ 342,227	$ 151,362	$ 325,566	$ 72,695

THERMALITO DRAINAGE IMPACT FEE FUND

Activity

This Fund is to account for fees collected for drainage development and improvements in the Thermalito area of the City.

FUND: 136

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 517,764	$ 519,498	$ 519,498	$ 528,995
Revenues				
Revenues	1,734	1,215	9,497	9,687
Total Revenues	1,734	1,215	9,497	9,687
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenses	-	-	-	-
Ending Fund Balance	$ 519,498	$ 520,713	$ 528,995	$ 538,682

TRAFFIC IMPACT FEE FUND

Activity

This Fund accounts for the Traffic Impact Fees collected and expended in the City to address the traffic issues created by growth.

FUND: 137

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 3,086,511	$ 3,417,013	$ 3,417,013	$ 3,610,865
Revenues				
Revenues	331,067	303,683	193,852	197,729
Total Revenues	331,067	303,683	193,852	197,729
Expenses				
Services & Supplies	565	10,000	-	10,000
Capital Outlay	-	-	-	-
Total Expenses	565	10,000	-	10,000
Ending Fund Balance	$ 3,417,013	$ 3,710,696	$ 3,610,865	$ 3,798,594

PLANNING GRANTS

Activity

The Fund is used for various Planning Grant programs.

FUND: 152

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 39,179	$ (12,190)	$ (12,190)	$ 2,422,785
Revenues				
Revenues	141,314	200,000	2,733,374	1,500,000
Interfund Transfers In			-	
Total Revenues	141,314	200,000	2,733,374	1,500,000
Expenses				
Services & Supplies	9,815	200,000	298,399	2,500,000
Capital Outlay	182,868		-	
Total Expenses	192,683	200,000	298,399	2,500,000
Ending Fund Balance	$ (12,190)	$ (12,190)	$ 2,422,785	$ 1,422,785

POLICE SUPPLEMENTAL LAW ENFORCEMENT FUND

Activity

This Fund accounts for the revenue generated from the State COPS program and distributed by the County.

FUND: 153

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 176,834	$ 218,927	$ 218,927	$ 2,290
Revenues				
Revenues	162,093	176,363	196,833	180,370
Total Revenues	162,093	176,363	196,833	180,370
Expenses				
Services & Supplies	-	-	293,470	
Capital Outlay	-	125,000		30,000
Transfer Out	120,000	120,000	120,000	120,000
Total Expenses	120,000	245,000	413,470	150,000
Ending Fund Balance	$ 218,927	$ 150,290	$ 2,290	$ 32,660

PUBLIC SAFETY AUGMENTATION

Activity

This Fund accounts for the revenue generated for Public Safety by a State special sales tax distributed by the County.

FUND: 154

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 153,196	$ 209,586	$ 209,586	$ 42,146
Revenues				
Revenues	178,001	148,364	181,471	182,515
Total Revenues	178,001	148,364	181,471	182,515
Expenses				
Services & Supplies	71,611		298,911	150,000
Capital Outlay	-	300,000		-
Transfer Out	50,000	50,000	50,000	50,000
Total Expenses	121,611	350,000	348,911	200,000
Ending Fund Balance	$ 209,586	$ 307,950	$ 42,146	$ 24,661

LIGHTING AND LANDSCAPING MAINTENANCE DISTRICTS

Activity

This Fund accounts for the revenues and expenditures of the Lighting and Landscaping Maintenance Districts.

FUND: 170

	BUDGET UNIT	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance		$ 62,684	$ 79,636	$ 79,636	$ 92,037
Revenues					
Grandview Estates	6001	3,688	3,723	3,833	3,909
The Buttes	6011	6,947	7,092	7,070	7,212
Deer Creek	6021	2,169	2,058	2,154	2,197
Calle Vista I	6031	5,271	5,370	5,251	5,356
Cherokee Estates I	6041	830	968	949	968
Sherwood Estates	6051	2,058	2,099	2,058	2,099
Grayhawk	6061	2,994	4,770	5,929	6,047
Cherokee Estates II	6071	2,507	3,886	3,610	3,683
Linkside I	6081	8,980	4,016	4,225	4,310
Foothill Estates	6091	850	2,303	2,640	2,693
Calle Vista II	6101	5,539	4,961	4,792	4,888
Vista Del Oro	6111	6,709	2,802	2,700	2,754
Mission Olive	6121	5,174	7,495	7,716	7,870
J Richter Subdivision	6131	1,818	1,666	2,786	2,841
Feather River Bluffs	6151	22	-	-	-
Total Revenues		55,556	53,209	55,712	56,826
Expenses					
Grandview Estates	6001	3,372	4,207	2,908	2,937
The Buttes	6011	3,411	4,200	4,064	4,105
Deer Creek	6021	968	1,716	1,232	1,244
Calle Vista II	6031	2,464	2,875	5,196	5,248
Cherokee Estates II	6041	954	1,784	1,777	1,795
Sherwood Estates	6051	1,427	2,252	1,507	1,522
Grayhawk	6061	3,887	4,049	3,570	3,606
Cherokee Estates II	6071	650	2,014	1,994	2,014
Linkside I	6081	5,764	6,011	3,982	4,022
Foothill Estates	6091	1,552	2,211	1,882	1,901
Calle Vista II	6101	2,999	5,161	4,856	4,905
Vista Del Oro	6111	4,003	8,555	4,888	4,937
Mission Olive	6121	5,233	5,129	3,510	3,545
J Richter Subdivision	6131	1,842	2,842	1,822	1,840
Feather River Bluffs	6151	43	36	41	41
Acacia Estates	6161	35	36	41	41
Ruddy Creek	6181	-	-	41	41
Total Expenses		38,604	53,078	43,311	43,744
Ending Fund Balance		$ 79,636	$ 79,767	$ 92,037	$ 105,119

BENEFIT ASSESSMENT DISTRICTS

Activity

This Fund accounts for the revenues and expenditures of the Benefit Assessment Districts.

FUND: 190

	BUDGET UNIT	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance		$ 24,213	$ 16,064	$ 16,064	$ 20,310
Revenues					
Linkside I	6201	26	325	3,550	3,586
Foothill Estates	6211	833	566	2,341	566
Calle Vista II	6221	32	11	3,028	3,058
Vista Del Oro	6231	39	12	4,381	4,425
Mission Olive	6241	33	10	2,600	2,626
Martin Ranch	6251	-	-	-	-
J Richter Subdivision	6261	10	83	1,344	1,357
Total Revenues		973	1,007	17,244	15,618
Expenses					
Linkside I	6201	2,511	2,049	2,123	2,144
Foothill Estates	6211	1,747	1,499	2,377	2,401
Calle Vista II	6221	939	1,697	2,279	2,302
Vista Del Oro	6231	2,048	2,661	3,061	3,092
Mission Olive	6241	1,169	1,803	2,375	2,399
Martin Ranch	6251	36	36	41	41
J Richter Subdivision	6261	672	815	742	749
Total Expenses		9,122	10,561	12,998	13,128
Ending Fund Balance		$ 16,064	$ 6,511	$ 20,310	$ 22,800

WESTSIDE PUBLIC SAFETY FACILITY 2006-1

Activity

This Fund accounts for revenues and expenditures for the Westside Public Safety Facility 2006-1 Property tax assessments.

FUND: 200

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 679,073	$ 761,816	$ 761,816	$ 853,144
Revenues				
Revenues	84,134	90,587	94,377	94,662
Total Revenues	84,134	90,587	94,377	94,662
Expenses				
Services & Supplies	1,391	3,050	3,049	3,079
Capital Outlay	-	-		
Transfer out to other agency		-		
Total Expenses	1,391	3,050	3,049	3,079
Ending Fund Balance	$ 761,816	$ 849,353	$ 853,144	$ 944,727

PUBLIC SAFETY SERVICE 2006-2

Activity

This Fund accounts for revenues and expenditures for the Public Safety Services 2006-2 property tax assessments.

FUND: 201

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 722,306	$ 805,271	$ 805,271	$ 897,394
Revenues				
Revenues	84,356	88,950	95,172	95,472
Total Revenues	84,356	88,950	95,172	95,472
Expenses				
Services & Supplies	1,391	3,050	3,049	3,079
Capital Outlay	-	-		
Transfer out to other agency	-	-		
Total Expenses	1,391	3,050	3,049	3,079
Ending Fund Balance	$ 805,271	$ 891,171	$ 897,394	$ 989,787

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT
SUMMARY OF EXPENDITURE BUDGETS

Activity

The Business Assistance & Housing Development Department is responsible for the management of eight to twelve grants per fiscal year, ranging from First Time Home Buyers to Housing Rehab.

		2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Housing Expense Budgets	**FUND**				
Housing Program Fund	221	174,860	3,230,930	1,229,503	2,228,030
Home-First Time Home Buyers	222	1,093,122	1,383,501	240,196	2,314,050
CDBG Community Development	223	1,005,983	11,292,058	1,850,746	10,765,965
CDBG Economic Development	224	31,614	363,603	28,008	33,610
CalHome Grant Fund	225	84,681	93,304	177,683	150,000
Housing Revolving Loan Fund	227	25,000	115,000	-	115,000
EDBG Revolving Loan Fund	228	14,983	43,427	-	-
CDBG Program Income Fund	229	380,699	448,040	362,765	812,734
CalHome Revolving Loan Fund	230	-	282,000	362,315	812,734
Home Revolving Loan Fund	231	2,206,751	1,706,787	71,928	400,616
USDA RBEG Revolving Loan Fund	232	-	-	-	-
City Revolving Loan Fund	233	-	150,000	-	15,000
Total Housing		$ 5,017,693	$ 19,108,650	$ 4,323,144	$ 17,647,739

HOUSING PROGRAM FUND

Activity

The Housing Program Fund accounts for loans and repayments of various grants.

FUND: 221

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 3,105,036	$ 3,572,960	$ 3,572,960	$ 2,642,775
Revenues				
Revenues	642,784	698,236	299,318	305,304
Interfund Transfers In	-	-	-	-
Total Revenues	642,784	698,236	299,318	305,304
Expenses				
Salaries & Benefits	11,756	817	68,084	73,530
Services & Supplies	150,999	173,444	254,155	397,000
Loans Made	-	3,050,000	900,000	1,750,000
Capital Outlay	-	-	-	-
Transfers Out	12,105	6,669	7,264	7,500
Total Expenses	174,860	3,230,930	1,229,503	2,228,030
Ending Fund Balance	$ 3,572,960	$ 1,040,266	$ 2,642,775	$ 720,049

HOME GRANT FUND

Activity

This Fund accounts for the First Time Home Buyer Grants awarded by the City.

FUND: 222

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 384,347	$ 351,635	$ 351,635	$ 361,709
Revenues				
Revenues	1,060,410	1,119,717	250,270	2,225,276
Interfund Transfers In	-	-		
Total Revenues	1,060,410	1,119,717	250,270	2,225,276
Expenses				
Salaries & Benefits	28,965	244,858	-	-
Services & Supplies	13,128	78,075	270	37,050
Loans Made	450,000	500,000		1,827,000
Transfers Out	601,029	560,568	239,926	450,000
Total Expenses	1,093,122	1,383,501	240,196	2,314,050
Ending Fund Balance	$ 351,635	$ 87,851	$ 361,709	$ 272,935

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

Activity

This Fund accounts for various CDBG funds. Each individual grant is approved by the City Council at the time of acceptance.

FUND: 223

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ (46,390)	$ (21,459)	$ (21,459)	$ 259,450
Revenues				
Revenues	1,030,914	11,804,875	2,131,655	11,087,900
Transfers In	-	-		
Total Revenues	1,030,914	11,804,875	2,131,655	11,087,900
Expenses				
Salaries & Benefits	333,206	171,245	233,895	255,385
Services & Supplies	412,562	1,025,788	700,109	565,500
Grants / Loans Made	-	9,807,041	840,000	9,815,080
Transfers Out	260,215	287,984	76,742	130,000
Total Expenses	1,005,983	11,292,058	1,850,746	10,765,965
Ending Fund Balance	$ (21,459)	$ 491,358	$ 259,450	$ 581,385

CDBG ECONOMIC DEVELOPMENT LOAN FUND

Activity

This Fund accounts for the Economic Development Block Grant.

FUND: 224

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 169	$ 185	$ 185	$ 3,351
Revenues				
Revenues	31,630	503,713	31,174	31,797
Total Revenues	31,630	503,713	31,174	31,797
Expenses				
Salaries & Benefits	-	-		
Services & Supplies	-	1,000		
Loans	-	-		
Transfers Out	31,614	362,603	28,008	33,610
Total Expenses	31,614	363,603	28,008	33,610
Ending Fund Balance	$ 185	$ 140,295	$ 3,351	$ 1,538

CALHOME GRANT FUND

Activity

This Fund accounts for the CalHome Grant.

FUND: 225

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 139,766	$ 140,233	$ 140,233	$ 147,293
Revenues				
Revenues	85,148	93,630	184,743	188,438
Total Revenues	85,148	93,630	184,743	188,438
Expenses				
Salaries & Benefits	-	-		
Services & Supplies	-	-		
Loans Made	-	-		
Interfund Transfers	84,681	93,304	177,683	150,000
Total Expenses	84,681	93,304	177,683	150,000
Ending Fund Balance	$ 140,233	$ 140,559	$ 147,293	$ 185,731

CITY HOUSING REHAB REVOLVING LOAN FUND

Activity

This Fund accounts for repayment of loans to low and moderate income families. The revenues received for payment are available to fund a variety of activities which benefit the City.

FUND: 227

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 1,275,180	$ 1,296,979	$ 1,296,979	$ 1,353,668
Revenues				
Revenues	46,799	45,120	56,689	57,823
Total Revenues	46,799	45,120	56,689	57,823
Expenses				
Services & Supplies	25,000	15,000	-	15,000
Loans Made	-	100,000	-	100,000
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	25,000	115,000	-	115,000
Ending Fund Balance	$ 1,296,979	$ 1,227,099	$ 1,353,668	$ 1,296,491

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

Activity

This Fund accounts for the Economic Development Block Grant revolving loan fund.

FUND: 228

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 43,227	$ 28,389	$ 28,389	$ 29,182
Revenues				
Revenues	145	101	793	809
Total Revenues	145	101	793	809
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	14,983	43,427	-	-
Total Expenses	14,983	43,427	-	-
Ending Fund Balance	$ 28,389	$ (14,937)	$ 29,182	$ 29,991

CDBG PROGRAM INCOME

Activity

This Fund accounts for Program Income from the Community Development Block Grant.

FUND: 229

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 733,003	$ 1,069,274	$ 1,069,274	$ 1,153,890
Revenues				
Revenues	716,970	782,935	337,029	343,771
Transfers In	-	-	110,352	112,558
Total Revenues	716,970	782,935	447,381	456,329
Expenses				
Salaries & Benefits	148,787	239,531	2,068	2,234
Services & Supplies	74,949	103,459	697	10,500
Loans Made	-	105,050	360,000	800,000
Capital Outlay	156,963	-	-	-
Transfers Out	-	-	-	-
Total Expenses	380,699	448,040	362,765	812,734
Ending Fund Balance	$ 1,069,274	$ 1,404,169	$ 1,153,890	$ 797,485

CAPITAL PROJECTS & IMPROVEMENTS FUND

Activity

This Funds purpose is to account for major renovations and repairs to City infrastructure.

FUND: 302

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 1,446,794	$ 2,953,765	$ 2,953,765	$ 1,236,897
Revenues				
Revenues	1,506,971	1,504,095	55,539	56,650
Transfers In	-	-	1,500,000	1,500,000
Total Revenues	1,506,971	1,504,095	1,555,539	1,556,650
Expenses				
Services & Supplies				
Capital Outlay	-	2,500,000	3,272,407	2,500,000
Total Expenses	-	2,500,000	3,272,407	2,500,000
Ending Fund Balance	$ 2,953,765	$ 1,957,860	$ 1,236,897	$ 293,547

CAL HOME REVOLVING LOAN FUND

Activity

This Fund accounts for Program Income from the Cal Home Revolving Loan Fund.

FUND: 230

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 1,004,186	$ 1,092,450	$ 1,092,450	$ 928,241
Revenues				
Revenues	3,583	2,443	20,423	20,832
Interfund Transfers In	84,681	92,380	177,683	181,236
Total Revenues	88,264	94,823	198,106	202,068
Expenses				
Salaries & Benefits	-	-	2,068	2,234
Services & Supplies	-	7,000	247	10,500
Loans Made	-	275,000	360,000	800,000
Total Expenses	-	282,000	362,315	812,734
Ending Fund Balance	$ 1,092,450	$ 905,273	$ 928,241	$ 317,575

HOME REVOLVING LOAN FUND

Activity

This Fund accounts for Program Income from Home Loans.

FUND: 231

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 1,368,976	$ 185,483	$ 185,483	$ 1,144,785
Revenues				
Revenues	1,023,258	1,021,020	462,122	457,547
Transfers In	-	-	569,108	563,473
Total Revenues	1,023,258	1,021,020	1,031,230	1,021,020
Expenses				
Salaries & Benefits	102,383	97,412	43,117	46,566
Services & Supplies	2,104,368	1,609,375	28,811	4,050
Loans Made	-	-	-	350,000
Transfers Out	-	-		
Total Expenses	2,206,751	1,706,787	71,928	400,616
Ending Fund Balance	$ 185,483	$ (500,284)	$ 1,144,785	$ 1,765,189

USDA RURAL BUSINESS ENTERPRISE REVOLVING FUND

Activity

The Rural Business Enterprises Grants program provides grants for projects that facilitate development of small and emerging rural business and a broad array of related activities.

FUND: 232

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 26,433	$ 28,003	$ 28,003	$ 28,515
Revenues				
Revenues	1,570	65	512	522
Interfund Transfers	-	1,627	-	-
Total Revenues	1,570	1,692	512	522
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	-	-	-	-
Ending Fund Balance	$ 28,003	$ 29,695	$ 28,515	$ 29,037

CITY REVOLVING LOAN FUND

Activity

This Fund accounts for the City Revolving Loan Fund, including payments of principal and interest. These are City housing funds, not grant funds.

FUND: 233

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 250,710	$ 252,196	$ 252,196	$ 256,392
Revenues				
Revenues	1,486	1,330	4,196	4,280
Transfers In	-	-	-	-
Total Revenues	1,486	1,330	4,196	4,280
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	75,000	-	-
Loans Made	-	75,000	-	15,000
Transfers Out	-	-	-	-
Total Expenses	-	150,000	-	15,000
Ending Fund Balance	$ 252,196	$ 103,526	$ 256,392	$ 245,672

DEBT SERVICE FUND

Activity

This Fund accounts for activities related to paying the Debt Service on several City loans and the PERS Pension Bond.

FUND: 250

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 13,149	$ 48,154	$ 48,154	$ 83,160
Revenues				
Revenues	20,563,683	1,366,490	3,586,738	1,369,990
Transfers In	220,000	220,000	220,000	-
Total Revenues	20,783,683	1,586,490	3,806,738	1,369,990
Expenses				
Principal retirement	20,483,759	987,391	3,250,978	875,000
Interest and fiscal charges	264,919	580,639	520,754	494,990
Total Expenses	20,748,678	1,568,030	3,771,732	1,369,990
Ending Fund Balance	$ 48,154	$ 66,614	$ 83,160	$ 83,160

CAPITAL ASSET REPLACEMENT FUND

Activity

This Fund was established to account for major purchases and replacement of equipment and vehicles for various Departments within the City.

FUND: 300

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 1,170,233	$ 2,315,509	$ 2,315,509	$ 1,219,724
Revenues				
Revenues	1,519,919	3,379	31,568	32,199
Transfers In	-	1,500,000	1,500,000	2,350,000
Total Revenues	1,519,919	1,503,379	1,531,568	2,382,199
Expenses				
Services & Supplies	22,416			
Capital Outlay	352,227	2,000,000	2,627,353	1,600,000
Total Expenses	374,643	2,000,000	2,627,353	1,600,000
Ending Fund Balance	$ 2,315,509	$ 1,818,888	$ 1,219,724	$ 2,001,923

CAPITAL PROJECTS FUND

Activity

The Capital Projects Fund was established to provide for new City infrastructure requirements.

FUND: 303

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 2,727,835	$ 530,858	$ 530,858	$ -
Revenues				
Revenues	5,996	5,511	6,315	-
Transfers In	-	-	-	-
Total Revenues	5,996	5,511	6,315	-
Expenses				
Services & Supplies	96,152			
Capital Outlay	2,106,821	1,600,000	537,173	-
Transfer out to other agency				
Total Expenses	2,202,973	1,600,000	537,173	-
Ending Fund Balance	$ 530,858	$ (1,063,631)	$ -	$ -

CAPITAL PROJECTS FUND
(RDA BOND PROCEEDS)

Activity

This Fund was established to account for capital improvements with the excess RDA bond proceeds. Projects must be consistent with the original purpose of the bond proceeds.

FUND: 304

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 1,201,387	$ 1,117,003	$ 1,117,003	$ 1,133,629
Revenues				
Revenues	4,000	2,819	18,931	19,310
Transfers In	-	-	-	-
Total Revenues	4,000	2,819	18,931	19,310
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	88,384	900,000	2,305	900,000
Transfer out to other agency	-	-	-	-
Total Expenses	88,384	900,000	2,305	900,000
Ending Fund Balance	$ 1,117,003	$ 219,822	$ 1,133,629	$ 252,939

SEWER FUND

Activity

The Public Works Department oversees the Sewer Fund. This Fund accounts for the activities related to the operation and maintenance of the Sewer Collection System.

FUND: 400

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 12,729,992	$ 13,882,592	$ 13,882,592	$ 14,107,643
Revenues				
Revenues	4,807,076	4,700,472	5,509,527	5,619,718
Transfers In	-	-	-	-
Total Revenues	4,807,076	4,700,472	5,509,527	5,619,718
Expenses				
Salaries & Benefits	638,263	827,249	650,959	716,055
Services & Supplies	2,697,050	4,937,452	3,740,472	3,912,950
Capital Outlay	63,402	446,240	637,283	375,000
Transfers Out	255,761	255,762	255,762	255,761
Total Expenses	3,654,476	6,466,703	5,284,476	5,259,766
Ending Fund Balance	$ 13,882,592	$ 12,116,361	$ 14,107,643	$ 14,467,595

AIRPORT FUND

Activity

The Public Works Department operates, develops and maintains the City's Municipal Airport. The golf course lease and ATC building are included in this Fund.

FUND: 420

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 5,443,722	$ 5,445,167	$ 5,445,167	$ 4,494,607
Revenues				
Revenues	847,308	808,413	666,370	679,497
Transfers In	-	-	-	-
Total Revenues	847,308	808,413	666,370	679,497
Expenses				
Salaries & Benefits	164,359	302,743	73,515	317,880
Services & Supplies	494,155	626,388	1,370,045	1,381,050
Capital Outlay	100,235	90,155	86,256	100,000
Transfers Out	87,114	87,114	87,114	87,114
Total Expenses	845,863	1,106,400	1,616,930	1,886,044
Ending Fund Balance	$ 5,445,167	$ 5,147,180	$ 4,494,607	$ 3,288,060

STORES REVOLVING FUND

Activity

This Fund accounts for the cost of office and computer supplies, postage and copy machine operation, which are shared by a number of City Departments. This fund will be closed this fiscal year.

FUND: 510

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 18,723	$ 17,518	$ 17,518	$ -
Revenues				
Reimbursements	32,407	-	-	-
Total Revenues	32,407	-	-	-
Expenses				
Office Expense	33,612	-	-	-
Transfers Out			17,518	
Total Expenses	33,612	-	17,518	-
Ending Fund Balance	$ 17,518	$ 17,518	$ -	$ -

VEHICLE MAINTENANCE FUND

Activity

The Public Works Department provides maintenance services to the City's fleet of vehicles and miscellaneous small equipment. This fund will be closed this fiscal year.

FUND: 520

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Cash Balance	$ 100,655	$ 144,406	$ 144,406	$ -
Revenues				
Revenue	837,914	-	-	-
Transfers In	-	-	-	-
Total Revenues	837,914	-	-	-
Expenses				
Salaries & Benefits	311,838	-	-	-
Services & Supplies	482,325	-	-	-
Transfers out			144,406	
Total Expenses	794,163	-	144,406	-
Ending Fund Balance	$ 144,406	$ 144,406	$ -	$ -

WORKERS COMPENSATION
SELF INSURANCE FUND

Activity

This Fund accounts for the City's self insured Workers' Compensation program to pay for on the job injury claims by City's employees.

FUND: 530

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 344,956	$ 591,963	$ 591,963	$ 638,398
Revenues				
Revenues	522,472	481,029	491,435	501,264
Total Revenues	522,472	481,029	491,435	501,264
Expenses				
Services & Supplies	275,465	448,500	440,000	443,000
Claims	-	-	5,000	5,000
Transfers Out	-	-	-	-
Total Expenses	275,465	448,500	445,000	448,000
Ending Fund Balance	$ 591,963	$ 624,492	$ 638,398	$ 691,662

UNEMPLOYMENT SELF INSURANCE FUND

Activity

This Fund accounts for Unemployment Insurance claims. Target Fund Balance is no less than twice the prior years claims expense.

FUND: 540

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 157,669	$ 181,798	$ 181,798	$ 170,949
Revenues				
Revenues	32,318	30,400	33,191	33,855
Total Revenues	32,318	30,400	33,191	33,855
Expenses				
Claims	8,189	22,000	44,040	35,000
Transfers Out	-	-	-	-
Total Expenses	8,189	22,000	44,040	35,000
Ending Fund Balance	$ 181,798	$ 190,198	$ 170,949	$ 169,804

VISION SELF INSURANCE FUND

Activity

This Fund accounts for the City's self insured Vision Service Plan.

FUND: 550

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Fund Balance	$ 61,062	$ 42,854	$ 42,854	$ 27,251
Revenues				
Revenues	2,907	5,700	3,436	4,371
Total Revenues	2,907	5,700	3,436	4,371
Expenses				
Services & Supplies	21,115	22,000	19,039	22,000
Transfers Out	-	-	-	-
Total Expenses	21,115	22,000	19,039	22,000
Ending Fund Balance	$ 42,854	$ 26,554	$ 27,251	$ 9,622

SUCCESSOR AGENCY

Activity

Formerly the Redevelopment Agency Tax Increment Fund. Activities are funded by tax increments as approved by the Oversight Board and the State Department of Finance.

FUND: 560

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Adopted
Beginning Cash Balance	$ 2,167,411	$ 2,215,486	$ 2,215,486	$ 2,279,371
Revenues				
Revenues	1,638,243	1,640,619	1,654,134	1,660,631
Transfers In				
Total Revenues	1,638,243	1,640,619	1,654,134	1,660,631
Expenses				
Salaries & Benefits	4,951	5,000	5,000	5,000
Services & Supplies	6,723	6,800	6,723	6,800
Principal retirement	1,080,000	1,135,000	1,135,000	1,190,000
Interest & fiscal agent fees	498,494	444,019	443,526	385,894
Transfers Out	-	-	-	-
Total Expenses	1,590,168	1,590,819	1,590,249	1,587,694
Ending Cash Balance	$ 2,215,486	$ 2,265,286	$ 2,279,371	$ 2,352,308

SUMMARY OF TRANSFERS
FISCAL YEAR 2023-24

Fund	Account #	Transfer-Out	Transfer-In
General Fund - Police Support	100-2401-4750		170,000
Supplemental Law Enforcement Services	153-5231-9000	120,000	
Public Safety Augmentation	154-5241-9000	50,000	
General Fund - Cost Allocation	100-3501-4750		359,980
Sewer Fund	400-4101-9000	255,761	
Airport Fund	420-4201-9000	87,114	
Supplemental Benefits Fund	120-5081-9000	5,000	
Housing Program Fund	221-7011-9000	12,105	
General Fund - Streets	100-3001-4750		547,557
Gas Tax	117-5071-9000	547,557	
Capital Asset Replacement Fund	300-7301-4750		850,000
Capital Asset Reserve	300-7301-4750		1,500,000
Capital Improvement Fund	302-7311-4750		1,500,000
1% District Sales Tax Fund	102-3502-9000	3,850,000	
Subtotal Transfers		4,927,537	4,927,537

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **APPROPRIATIONS LIMIT**

DATE: **JUNE 20, 2023**

SUMMARY

The Council will conduct a public hearing and may consider the adoption of the fiscal year 2023-24 Appropriations Limit.

DISCUSSION

Article XIIIB of the California State Constitution, commonly referred to as the Gann Initiative or Gann Appropriations Limit, was adopted by California voters in 1980 and placed limits on the amount of proceeds of taxes that State and local agencies can appropriate and spend each year.

The limit is different for every agency and changes each year. The annual limit is based on the amount of tax proceeds that were authorized to be spent in fiscal year 1978-79, modified for changes in inflation and population.

California State law requires that the Appropriations Limit be calculated annually. The Appropriations Limit is hereby made available to the public, in accordance with state law.

The City Finance Department has calculated the fiscal year 2023-24 Appropriations Limit at $51,657,103, based upon the factors provided by the State Controller. These factors are the percentage change in California per capita income and the percentage change in the population of the County of Butte.

The posting date in the public notice was June 10, 2023.

FISCAL IMPACT

The City's expenditures which are subject to the limit are well below the limit, so there is no adverse impact resulting from the adoption of the fiscal year 2023-24 Appropriations Limit. It is not anticipated that City expenditures will come close to the limit in the foreseeable future.

RECOMMENDATION

Adopt Resolution No. 9140- A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2023-24.

ATTACHMENTS

Resolution No. 9140
Appropriations Limit Calculation
Public Hearing Notice

CITY OF OROVILLE
RESOLUTION NO. 9140

A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2023-2024

WHEREAS, the setting of the appropriation limit for Fiscal Year 2023-2024 is required by the passage of Proposition 4; and

WHEREAS, the appropriation limit for the City of Oroville has been calculated; and

WHEREAS, the documentation used in the determination of the appropriation limit became available to the public on June 20, 2023; and

WHEREAS, more than fifteen (15) days have elapsed since the documentation became available to the public; and

WHEREAS, the City Council of the City of Oroville has determined that the appropriation limit for Fiscal Year 2023-2024 should be set at $51,657,103; and

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

1. The appropriation limit for the Fiscal Year 2023-2024 is hereby established at $51,657,103. The factors utilized to calculate the limits in accordance with the requirements of SB1352 are the percentage change in California per capital income and the percentage change in the population of the County of Butte as estimated by the State of California Department of Finance as of January 1, 2023.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 20, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

CITY OF OROVILLE
APPROPRIATIONS LIMIT CALCULATION

Change In Calendar Year	Limit For Fiscal Year	State Per Capita Personal Income	City of Oroville Population	Butte County Population (1)	Fiscal Year Factors (2)	Cumulative Factors	SB 1352 Appropriations Limit
2010	2011/12	2.51%	0.3000%	0.65%	1.0318	7.5314	31,277,495
2011	2012/13	3.77%	0.3300%	0.37%	1.0415	7.8440	32,575,511
2012	2013/14	5.12%	3.1300%	0.55%	1.0570	8.2910	34,431,716
2013	2014/15	-0.23%	0.1700%	0.54%	1.0031	8.3166	34,538,027
2014	2015/16	3.82%	1.0700%	0.64%	1.0448	8.6896	36,086,867
2015	2016/17	5.37%	1.1186%	0.21%	1.0559	9.1755	38,104,584
2016	2017/18	3.69%	1.0021%	0.76%	1.0448	9.5864	39,810,924
2017	2018/19	3.67%	1.0076%	0.54%	1.0423	9.9919	41,494,854
2018	2019/20	3.85%	1.2035%	-0.63%	1.0320	10.3112	42,820,924
2019	2020/21	3.73%	-1.0878%	-0.51%	1.0320	10.6416	44,192,944
2020	2021/22	5.73%	-1.0543%	-0.30%	1.0541	11.2176	46,585,024
2021	2022/23	7.55%	-1.0624%	-0.24%	1.0729	12.0356	49,981,948
2022	2023/24	3.85%	1.0002%	-0.48%	1.0335	12.4390	51,657,103

SPENDING LIMIT CALCULATION FISCAL YEAR 2022-23

Total City Appropriations Per 1978-79 Final Budget		5,719,869
FY 2023-24 Revenues all funds		63,181,786
Less:		
Non-proceed	40,291,032	(44,455,847)
Appropriations Subject to Limit		18,725,939
Appropriations Limit		51,657,103
Remaining appropriation capacity		32,931,164
Available capacity as % of appropriation limit		63.75%

(1) Source: State Department of Finance except Non-residential Assessed Valuation which is to be provided by the Butte County Auditor.

(2) Article XIIIB of the California Constitution (Propositions 4 and 111) specifies that appropriations made by governmental entities may increase annually by the change in population of the City or County combined with the change in California per capita personal income; or the change in local assessment roll due to local non-residential construction.

The Fiscal Year Factors indicate the amount by which appropriations may increase each year.

City of Oroville

OFFICE OF THE CITY CLERK

Jackie Glover
Assistant City Clerk

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

NOTICE OF PUBLIC HEARING
PRELIMINARY BUDGET & APPROPRIATIONS LIMIT
June 20, 2023 5:15pm

NOTICE IS HEREBY GIVEN that The Oroville City Council will conduct a Public Hearing on **June 20, 2023 at 5:15 p.m**., or soon thereafter as may be heard, at the Oroville City Council Chambers, 1735 Montgomery Street, Oroville, California, to consider action on the following items:

1. The Annual Budget of the City of Oroville for the 2023-2024 fiscal year; and
2. A resolution establishing the City's Appropriation Limit for the Fiscal Year 2023-2024

INVITATION TO BE HEARD: Written comments may be submitted to the City Council by the day of the hearing by 2pm to publiccomment@cityoforoville.org. Items mentioned in this notice may be viewed at the City Clerk's Office.

Published by: Jackie Glover, Assistant City Clerk
Date: June 3, 2021

City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2433 FAX (530) 538-2468
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Monthly Department Report
May 2023

BUILDING

- Permits Issued – 109
- Applications Received – 117
- Total Permits Finalized – 66
- Business Licenses/Occupancies Issued – 7 (5 new business / 2 owner change / 0 location change)
- Continued increase development interest
- Permit Violations generated by Code Enforcement $ 1,105.00
- Permits and Plan reviews remain busier than normal, at the end of April we had approximately **150 plan reviews** in progress which is quite a jump.
- Working on updating and standardizing the look of our forms and handouts and updating everything on the website as we go
- Continue working with Tyler on the new software, we should begin some testing in July 2023.

PLANNING

- Supported the May 25th Planning Commission meeting. The Commission reviewed and approved two Use Permits -- for a vehicle parking/outdoor storage lot at 3022 Olive Highway, and a tire shop at 3163 Olive Highway.
- Supported the May 11th Development Review Committee (DRC) meeting. Projects reviewed included those that were heard at the Planning Commission meeting on May 25th as well as four other reviews; a CalWater well at Feather River and Bird, a Head Start modular building at 1421 Bird Street, a new 4,200 s.f. Metalworks storage building at 550 Georgia Pacific Way, and the preliminary review of a proposed 6,000 s.f. metal building at 5522A Baggett Marysville Road (on Koppers).
- Currently have 45 active planning and building permit applications including building permit reviews, signs, zoning compliance letters, solar installations, re-zonings and use permits. Reviewing or completed reviewing 8 separate event, home occupation and other administrative permits.
- Working regularly on questionnaires, workflows, and custom fields for the new permitting software system Tyler Technologies/Energov. Configurations mostly complete, and testing began in May.

- Addressed dozens of phone, walk-in and email inquiries for potential annexations, commercial, industrial, ADU, fence, and setbacks. Helping potential applicants move their projects forward incrementally.
- The Administrative the Feather Ranch Subdivision project, a 172 unit market rate housing project north of the Oroville Municipal Airport, is going to the Planning Commission on June 22, with a recommended General Plan Amendment, a Zone Change, an EIR for certification, and for a vote to override the Airport Land Use Commission inconsistency determination. This item will then be brought to the City Council for their decisions as early as July 19.
- The Historic Advisory Commission continues its award development, and is preparing to announce the Historic Preservation Award in June and award its first recipient in early 2024 along with the other city awards.
- Preparing to host an advance team from the American Planning Association to review the issues in Southside. Trip June 6.
- Branding final presentation from the consultant to the creative team on May 25, with presentations to the Council members and other key stakeholders in early June.
- Daniel Kopshever, our Assistant Planner, announced he is leaving effective June 9, leaving only the Principal Planner on staff. Recruitment for new staff is ramping up, and staff will request hiring a consultant to continue to backstop the Planning function.

CODE ENFORCEMENT DIVISION

MAY 1, 2023 – MAY 31, 2023

CODE ENFORCEMENT ACTIVITIES	
Total Active Code Enforcement Cases	***201***
Cases Closed	***80***
New Cases Opened	***110***
Stop Work Notices Issued	***16***
Vacant Building Monitoring Fees	***0***

NEW CODE ENFORCEMENT CASES/ CASE DESIGNATIONS	
Abandoned Vehicle Abatement	***27***
Building Code Violation(s)	***18***
Graffiti	***0***
Multi-Family	***15***
Public Nuisance(s)	***47***

Sub-Standard Housing	***1***
New Vacant Building Monitoring	***1***

- This month Code Enforcement attended the following training courses: The first course was on the impact of Accessory Dwelling Units. This course will provide a brief introduction to State and Local regulation of Accessory Dwelling Units and Junior Accessory Dwelling Units. They discussed the goals and scope of the State's regulations, as well as their impact upon our City's ability to regulate ADUs and JADUs. They also discussed enforcement of ADU/JADU regulations. The second training was on Drone Laws. This training covered the legal use of drones relating to code enforcement cases and litigation when drones are not used properly.
- Overall, this was a strong month for code enforcement. Code and City Works conducted a large cleanup of the city easement from Marysville Baggett to Ophir Road (Behind Oroville Cemetery). They also assisted in the removal of subjects impeding a development at the Olive Tree Apartments. Several subjects were moved out and vehicles removed.
- Of the 110 new cases this month 47 of them were public nuisances. This number reflects the proactiveness of Code Enforcement working neighborhoods and observing issues. It should also be noted that the 27 abandoned vehicles abated this month along with the 16 stop work notices shows proactivity and responding to training. Observing violations and acting on these violations.
- I am also happy to announce this month the burned abandoned gas station at Lincoln and B street has been abated by the owner. The owner is now working with Butte County Environmental to remove the tanks. Additionally, a long-time nuisance home across the street from Oroville High School was cleared of squatters, debris, and vehicles. The new owner is working on securing this property.
- All and all, this was a very productive and solid month for Code Enforcement.

PARKS & TREES DEPARTMENT

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings.
- Worked in all LLAD areas cleaning, pruning, and weeding.
- Worked on irrigation in parks.
- Mowed parks on a routine basis
- Trimming small and medium sized trees for site clearances
- Install numerous streets, regulatory, and warning signs.
- Ran street sweeper.
- Water street trees

- Spent 6 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities.
- Filled over **126** potholes.
- Picked up illegally dumped items on a routine basis throughout town, assisted Code Enforcement and the City Works Crew with private property clean-ups.
- Planted trees at Bedrock Park and Nature Center with Butte Environment Council
- Work in alleys grading and cleaning.
- Worked at Hewitt Park pouring concrete, tree work, moving and grading soil.
- Received and trained on new striper machine for streets.
- Put in fire breaks at airport with grader.
- Grind and pavement repairs on Woodcrest, Spencer, and on Fay Way
- Remove and replace concrete on Montgomery St.
- Auger and concrete in bollards on levee above Rotary Park.

This is a partial list and does not include some of the smaller or remedial tasks that we conduct on a day-to-day basis.

MUSEUMS

- We had a great Feather Fiesta Days Craft Faire on May 6th. A little less than half of the vendors showed up for the event, due to the weather. Victora Arista organized this year's faire and did a spectacular job. The docents plan to send out personalized thank you notes to all the vendors for their support. The note will include signatures from all the docents.

- The Docent Association hosted 25 tours between February and the end of May, including many school groups, the Ollie class tours called "Discover Oroville's Museum Mile," and a group of Berkely scholars who visited the Chinese Temple.

- The museums received great coverage in May from local press (Choice ER/Oroville MR), including a story and interview with Bud Bolt about his Samuel Norris award and a story about the Pioneer Museum with an interview with Beverly Reiman, who came to see items from her great aunt, Evelyn Joslyn, a local Pioneer decent.

- Two new docents joined the Docent Association in May.

- The new student intern at the Chinese Temple will assist with archives and collections working with Heather and Debbie Besnard (archivist/docent) 2 days a week and on Saturdays at the Temple doing public hours.

- The Teachers Guide for the Pioneer Museum was completed in May. Copies of the guide were provided to Brian Ring and City Council members in their boxes. The Teachers guide will be available for school tours and can be made available on the Pioneer Museum website in PDF format. The activities in the guide are directly linked to Common Core Standards for Arts and Social Studies. The guides were a product of a collaboration with Heather, Jennifer Spangler (Art Education Coordinator with BCOE) and Dr. Sangmin Lee (CSU, Chico Arts Education Professor).

- Heather met with Caroline Whyler from the "Ready-Or-Not Emergency Preparedness Project," through the North East Document Conservation Center (NEDCC) to review the

Chinese Temple's disaster preparedness. Ready-Or-Not is grant funded though the California State Library and seeks to help museums, libraries and archives asses their emergency preparedness and the safety of their collections and facilities. An Emergency Preparedness Assessment Report for the Chinese Temple was the product of the consultation. It includes resources, recommendations and templates to improve disaster readiness. In July the Pioneer Museum will be assessed through this program.

- Heather worked with docents to clean out the office, closet & gift shop in the Lott Home.

- The planning for the Salmon Dinner, scheduled for September 22nd, has begun with docents from the Nature Center taking the leadership roles for the event. All docents in the docent association will be invited to assist with the event.

- Planning for an Antiques Appraisal event is underway. The event was originally planned to take place at the Lott Home but has been moved to the Bolt Museum due to the fence construction project. This appraisal event will feature local certified antique appraiser Erin Dewell and will take place on October 7th from 10-4 at the Bolt Museum. The event will be a Docent Association fundraiser where people can bring in up to artifacts for appraisal, with a fee for each object. This will be a kind of "Antiques Roadshow" style event.

- Planning is underway for the Chinese New Year Celebration to be held on February 10 and will include closing off the street in front of the temple. The White Crane Dancer have been invited to perform the Lion Dance again.

- A documentary film about the Chinese Temple is underway by graduate and undergraduate students from CSU, Chico in partnership with CSU, Chico Anthropology Department and the Advanced Laboratory of Visual Anthropology. Heather is co-producing the film with Museum Studies Director and Cultural Anthropologist, Dr. William Nitzky. Heather has helped connect with students with Chan and Gee family decedents, as well as scholars, historians and docents to help tell the story of the Temple. The student filmmakers are currently seeking funds to help support their work.

- A new plaque was installed at the Chinese Temple honoring the contributions of the Rotary Club to the restoration of the Koi Pond.

- New docent training at the Bolt Museum.

- Docent and Museum Studies graduate student, Sara Carmody, is working with Heather and Bud Bolt on the creation of a new tour for the Bolt called, "Ten Tools that Changed the World and Five that Didn't". The final product will include a tour brochure, tour script, and an audio tour that will use QR codes.

- Heather and FRNC docents met with Rex Burress' daughter, Rebecca McNeil Freeman, and explored ideas for a memorial marker or space to honor Rex and other Nature Center founders.

- Ongoing: Facebook posts for all 5 museums, museum website updates, creating monthly docent schedules, coordinating and scheduling tours, communicating with Public Works regarding facilities maintenance and requests, picking up city admissions from all 5 museums monthly, archive and collections management and digitization, meeting with docents and board meetings.

ENGINEERING

Project or Activity	Recent Activity	Next Milestone
Tyler Software	Development	
Lincoln St Apts	Construction Underway	
Bedrock Park	Property Transfers in Process	
Washington Paving	Surveying & Design	
Trench Repair	Revisions to Specs	
Nelson At SB Ramp	Bid on Hold	
OHS – Yard at Bridge	Construction Starting	
Stanford Ave Sch Lot Paving	Construction Starting	
Tractor Supply	Plan Review – Grading Permit	Grading Permit Issued
SC-OR Ruddy Crk L.S.	Review of 90% plans	County Permits
Wyandotte Creek GSA	Monthly Meeting	
Ruddy Creek Sub	Review of Phase 1 plans	Resubmittal Expected
Development Review Comm	Monthly Meeting	
Mono Ave Apts LLA	Construction Underway	Phase 2 Pending
Table Mountain Blvd Art Wall	Construction Completed	
Portland Loos	Construction Starting	
School Zones		
Riverbend Apartments Ph 1	Punchlist	
Mitchell Ave. Senior Apartments Ph1	Punchlist	
Mitchell Ave Sr Apartments Ph 2	Construction has begun	
Linkside II Subdivision	Plans approved. Final map under review.	Tentative Map Extended
Mission Olive Grove Subdivision	Staff provided Developer with a draft punch list.	Response from Developer.
The Bluffs Subdivision	Staff continues to work with the owners to resolve the problems they have with sewer and storm drains.	Developer will correct deficiencies prior to the City accepting the facilities.
Olive Ranch Apartments Phase I	C of O .	
Olive Ranch Apartments Phase II	Construction is underway.	
Olive Ranch Apartments Phase III	Construction is underway.	
Olive Ranch Frontage Imp	Completed	
Rte. 162 Ped-Bike-Mobility	Award for CM	
Prospect View	Under Construction	
Elgin & Fort Wayne Topography and Drainage (South Oroville Drainage)	Preliminary Engineering	
Tractor Supply TSM		

Project or Activity	Recent Activity	Next Milestone
Feather Ranch VTSM	Design Review Comm	Planning Commision
5th Avenue Traffic Study	Petition Received from Citizen	Conduct Study
Pomona Traffic Study	Petition Received from Citizen	Conduct Study/
Table Mountain Bvld	Sink Hole	

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

- Current portfolio balance is **$38,904,247**
- Loan Portfolio Monitoring (355) Loans, including monthly credit reporting sent 5/18/23, late payment notices (2), late insurance notices (4), annual inspections (89) and certification (269) and (2) incomplete certifications, and foreclosure processing (3). (ongoing)

  Foreclosures in process - **3**
  1) 2991 Lower Wyandotte-in process (City)-*Notice of Default Recorded, pending sale date.*
  2) 1218 Bird St-*City will be paying off primary and recorded Notice of Default.*
  3) 2236 Del Oro Ave.-*Received Notice of Default, letter sent to borrower. City is in position ahead of the lender who recorded the Notice of Default. Waiting to see what the primary lender will do.*

  Deceased Loan holders
  1) 2050-Gray St.-*grandson is working on refinancing*
  2) 6 Parkwood Dr.-*Estate is in probate, home will be sold and City loans to be paid off.*

  Foreclosures Rescinded
  1) 58 Russel Proctor Way-- *This loan was paid off before foreclosure.*

  Payoffs received (19) for FY 22/23 are **$1,176,340.18.**

- FTHB Program-closed **0** loan, **0** loans approved, received **3** applications, currently reviewing/qualifying **2** applications.
- Owner-Occupied Rehabilitation Program-closed 0 loans, 0 new applications received, 0 application being reviewed/qualified.
- Currently in the process of reviewing expenditures for April and May reimbursements of twelve (12) grants.
- CDBG DR-MHP - Lincoln St. Phase I is currently under construction.
  - Phase II now received a Conditional Notice to Proceed for Lincoln St. Senior Apartments, but Developer is awaiting notification of LIHTC award.
- Mission Esperanza Project. RFP for construction was published and are due to be submitted June 9th.
- Submitted ERF application for second round 3/1/2023, awaiting award announcement.
- Received commitment $500,000 for Butte County's ARPA for Mission Esperanza.
- Submitted CDBG application for $500,000 Neighborhood Cleanup Program-awaiting notification. Awaiting formal notification of award. The city's HCD Rep stated that we had been recommended for funding.
- Submitted 2022 PI Only Application for Oroville Convention Center Improvements. Awaiting formal notification of award.

CITY CLERK

- Processed 22 Public Records Requests May 2023
    - 53 Public Records Request processed January 1, 2023 – April 30, 2023
    - 90 Open Requests
- Agenda and Meeting Management for 4 Meetings – April 2023
    - 28 meetings through April 30, 2023
- Upcoming Meetings:
    - Council Meeting – July 18
    - Planning Commission – June 22
    - Wyandotte Creek GSA – June 22
    - Arts and Parks Commission – June 27
    - SBF Steering Committee – July 26
    - Citizens Oversight Committee – August 22
- Records Management for Council approved documents
- Monthly meeting room setup for LAFCO, OCESD and Chamber of Commerce
- Records Management for Planning Commission
- Received and Processed City Claims
- Continue to work on the City Hall Scanning Project
- Notarized and recorded documents and maps for all departments
- Assisted Departments with Record Searching and retrieval
- Assisted departments with creation of Staff Reports, Resolutions and Ordinances
- Processed Council Mail, Legal Mail and Certificates of Insurance
- Organized the State of the City
- Continue to complete other day to day duties of the Clerks Department

FINANCE DEPARTMENT

- Software deployment
    - Payroll Software, UKG Ready
        - Progress being made with a Go live date set for July 1st, 2023.
    - Financial Software, Tyler Technologies
        - Two full days are devoted each week to set up and training. Go Live date set at July 1, 2023.
    - ClearGov Transparency software, still implementing.
        - Digital Budget Book
        - Operational Budgeting
        - Transparency Portal
- Policy updating
    - Split the Budget and Purchasing Policy into two separate policies
    - Create a Sewer Fees policy
- Project to clean up and close the Deposits Payable Agency Fund
- Develop a new cost allocation for the new budget year
- Set up new web portal for administration of
    - Utility User Tax
    - Transient Occupancy Tax
- Opening a new Investment Managed Account with Chandler Asset Mgmt
- This task is on hold while the market is in turmoil

- Opened a new investment account with LPL Financial and purchased 10 million in CD's
- Starting a project to audit Utility User Tax and Franchise Fee revenues with Muni Services
- Finalizing the 2023-24 Budget

HUMAN RESOURCES

- **NO REPORT PROVIDED**

RECYCLING PROGRAM

- Coordinated meetings with various food generators. Started with restaurant chains and retail stores that carry food items. And I will be moving on to local restaurants.
- 20+ scheduled site visits. Not all businesses could be onboarded same day and will require follow up.
- Assisting businesses follow SB 1383 requirements and coordinating with Recology to schedule the delivery of Organics carts/bins and educational materials.
- 402 Organics waivers issued to commercial businesses that are non-food generators. Now need to confirm that these businesses have a landscaper or do not produce more than 10-20 gallons of yard waste a week.
- Continued coordinating Q&A sessions with the owners and property managers of MFD's and scheduled sessions for 6/9/23 and a second one for 6/19/23.
- Jennifer and I had a couple meetings with CalRecycle. We went over the progress the city is making and the different challenges we are facing.
- Attended a CalRecycle Webinar, the topic was SB 1383 and Edible Food Recovery. Wich went over the nuances of edible food diversion requirements and the issues that other jurisdictions are having.
- Started planning the social media outreach plan for the summer to educate the public of the upcoming changes.
- Planning to have a booth at the Oroville Fourth of July Celebration to educate the residents on SB 1383. Coordinating with Recology to ensure we have educational materials and other items to hand out.

AIRPORT DIVISION

- Hangar lease reassignments (ongoing)
- Fuel testing / tank sumping
- Airport lighting inspections / replacements as needed
- Prepare and submit additional documentation to FAA through Delphi invoicing for AIP 24 and AIP 27 as part of crack seal project on runway 2-20 and associated taxiways
- Swept runways, taxiways and ramps to remove FOD (Fragments of Debris) (monthly at minimum)
- Flail mowing for vegetation management in preparation of July 4th fireworks display (including ground lease areas on Airport Parkway
- Windsock replacement runway 02
- Retrofit rotating beacon to LED
- Gate "electric eye" adjustments

INFORMATION TECHNOLOGY

- Managing day to day helpdesk requests.
- Strengthening the cybersecurity infrastructure.
- Updating IT policies.
- Working on the replacement of car radios in the existing fleet.

PUBLIC WORKS DEPARTMENT

Sewer Division

- Sewer pump station functional tests Mondays, Wednesdays, and Fridays
- Monthly electrical generator and alarm system functional tests
- Monthly and bi-monthly “hot spot” sewer line cleaning
- USANorth utility locates daily
- Ongoing condition assessment via sewer line cleaning and CCTV inspections
- Repair storm drain pipe section off of Brookdale Dr. due to sinkhole development
- Grease and debris removal from wet-well at Buttes and South 7th pump stations
- Vegetation management on off-road manholes and easements (ongoing)
- Assess storm drain issues on Montgomery St. near Cornucopia Restaurant
- Troubleshoot and repair generator at Buttes pump station

Electrical

- Traffic signal functional checks
- Address traffic signal pole knock down at Wyandotte Ave x Lower Wyandotte
- ***no electrician currently

Fleet Maintenance Division

- April 2023 Repair Summery by department (see table below).

APRIL 2023 SUMMARY BY DEPARTMENTS						
	auto / light truck	heavy equip.	trucks 1-ton plus	small equip.	misc. repair	TOTAL
POLICE	7					7
FIRE	1		3			4
PW	1	1	3	1		6
PARK	1		3	2	2	8
SEWER	1		3			4
BLDG.						0
HOUSING						0
ADM						0
ENGINEERING						0

PLANNING						**0**
CODE ENFORCEMENT	**2**					**2**
AIRPORT						**0**
IT						**0**
TOTAL	**13**	**1**	**12**	**3**	**2**	**31**
						31

PUBLIC SAFETY

Police Activity:

- Calls for Service **3,809**
- Officer Initiated Incidents **467**
  - **Total Incidents 4,276**
  - **Total Reports 385**
  - **Total Arrests 99**
  - **Total Citations 27**

Year End Statistics

- Calls for service 16,701
- Officer Initiated incidents 2,731
- Total incidents 19,432
- Total Reports 1,874
- Total Arrests 490
- Total Citations 246

OROVILLE CITY COUNCIL
MONTHLY REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS
BRIAN RING, CITY ADMINISTRATOR

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: POLICE DEPARTMENT MONTHLY REPORT FOR MAY 2023

DATE: JUNE 20, 2023

SUMMARY

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant
Police Officer	22	29	7
Dispatcher	7	7	0
Municipal Law Enforcement	10	16	6
Administrative Personnel	4	4	0

Department Activity:

Events Year to Date 2023	Average Response Time for Crimes against persons *Priority 1 crimes	Average Response Time for all types of calls for Service	National Average Response Time
19,432	4:57 minutes	7:09 minutes	8 - 11 minutes

Patrol Checks and Park Patrols:

	Patrol Checks
MAY 2023	157
Year to Date	1,119

Parking Enforcement Citations Issued:

MAY 2023	Year to Date 2023	MAY 2022	Year to date 2022
9	40	8	51

Police Activity:

Arrest	MAY 2022	MAY 2023	Year to date 2022	Year to date 2023
Misdemeanor	101	82	482	341
Felony	36	17	200	149

Citations	MAY 2022	MAY 2023	Year to date 2022	Year to date 2023
	79	18	344	206

Uniform Crime Reporting:

Crimes of Violence	MAY 2023	Year to Date JANUARY – DECEMBER
Homicide	2	2
Rape	0	4
Robbery	2	11
Aggravated Assault	1	11

SPCA Statistics:

Statistics from SPCA not provided

Service Calls by Priority:

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	Not Available	Not Available	Not Available
Priority	Not Available	Not Available	Not Available
At Officer Convenience	Not Available	Not Available	Not Available
After Hours	19	Not available	Not Available

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
N/A	N/A	N/A	N/A	N/A	N/A	N/A

*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

Animal Outcomes:

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	0	0	0	0	0	0
Died	0	0	0	0	0	0
Disposal	0	0	0	0	0	0
Euthanasia	0	0	0	0	0	0
RTO	0	0	0	0	0	0

*Others are wild animals such as bats, skunks, snakes, possums, etc

SPCA After-hours call outs:

MAY 2023
19

Shoes for Kids:

Shoes Provided	Socks Provided
1	1 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

None

DATE: June 1, 2023
TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO CHANGE RATES FOR ITS 2024 ERRA FORECAST APPLICATION (A.23-05-012)

Acronyms you need to know
PG&E: Pacific Gas and Electric Company
CPUC: California Public Utilities Commission

Why am I receiving this notice?

On May 15, 2023, PG&E filed its Energy Resource Recovery Account (ERRA) Forecast application with the CPUC requesting approval to change rates for the following:

- Recovery of $1.8 billion in costs related to fuel needed to produce electricity as well as buying energy from third parties to serve bundled customer loads that are included in ERRA
- Setting certain charges for bundled and departing load customers for the recovery of costs of PG&E's portfolio that are included in the Power Charge Indifference Adjustment (PCIA), Ongoing Competition Transition Charge (CTC), Cost Allocation Mechanism (CAM) and Public Purpose Program (PPP) rate

Certain costs included in this application are associated with renewable resources to further the state's energy policy goals.

In addition, as part of this application, PG&E customers will also receive the California Climate Credit. The credit will be applied twice a year in April 2024 and October 2024 for residential and small business electric customers and once a year in April 2024 for residential gas customers.

Why is PG&E requesting this rate change?

The ERRA Forecast proceeding is the regulatory process to forecast fuel and purchased power costs, which can be recovered in customer rates. While this may result in a change in rates, PG&E recovers these costs with no markup for return or profit. If the CPUC approves this application, PG&E will recover its costs in electric rates effective January 1, 2024.

PG&E will update its rate proposal later in the year to reflect updated market conditions. Market prices may be higher or lower than at the time the application was filed, which may result in higher or lower rates and bill impacts than those initially presented.

In addition, at the end of the year, PG&E will compare actual costs to the revenues forecasted in this application and will apply any differences towards next year's application.

How could this affect my monthly electric rates?

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services.

The bill for a typical residential customer using 500 kWh per month would decrease from $181.10 to $178.16, or -1.6%.

Direct Access and Community Choice Aggregation customers receive electric transmission and distribution services and select Commission-ordered services from PG&E. On average, rates for services provided by PG&E to these customers would decrease by 5.0% if this application is approved. DA providers and CCAs set their own generation rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

Another category of nonbundled customers is other Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. On average, existing Departing Load customers would see a rate increase of 0.5%.

Detailed rate information will be sent directly to customers in a bill insert. Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt

PG&E's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a differe outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call **1-415-703-1584**, email: **PublicAdvocatesOffice@cpuc.ca.gov** or visit **PublicAdvocates.cpuc.ca.gov**.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY, call **1-800-652-4712**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555.**

If you would like an electronic copy of the filing and exhibits, please write to the address below:
Pacific Gas and Electric Company
2024 ERRA Forecast Application (A.23-05-012)
P.O. Box 1018
Oakland, CA 94612-9991

CONTACT CPUC

Please visit **apps.cpuc.ca.gov/c/A2305012** to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding. Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: **Public.Advisor@cpuc.ca.gov**
Mail: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102
Call: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Please reference the **2024 ERRA Forecast Application A.23-05-012** in any communications you have with the CPUC regarding this matter.