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

August 18, 2026
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

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

1. The City Council will meet for a Conference with Legal Counsel – Anticipated Litigation, pursuant to Gov. Code § 54956.9(d): (one (1) case).

OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Corrections/Changes to the Agenda
4. Recusals
5. Adoption of Agenda

RULES OF DECORUM

The Oroville City Council welcomes the public to its meetings and encourages and appreciates public engagement. The City Council expects members of the public to act in a courteous, civil, and respectful manner, and not make personal, slanderous, or profane remarks to any member of the Council, staff, or the general public. The City Council will not tolerate loud, threatening, personal, or abusive language, or disorderly conduct, which disrupts, disturbs, or otherwise impedes the orderly conduct of City Council meetings. Violation of these rules of decorum will result in the meeting being recessed.

PRESENTATIONS AND PROCLAMATIONS

1. PRESENTATION BY CGI DIGITAL – COMMUNITY MARKETING VIDEO PROGRAM

The City Council shall receive a presentation from CGI Digital on a no-cost marketing tool that features professionally produced community-focused videos. The company partners with municipal agencies to create promotional video content and hosts the videos on a custom webpage.

ACTION(S) REQUESTED -

ACCEPT FOR INFORMATION; AND

PROVIDE DIRECTION TO RETURN TO COUNCIL WITH AN AGREEMENT TO ENGAGE WITH CGI FOR THEIR SERVICES.

2. UPDATE AND PLANNING FOR PIONEER COMMUNITY ENERGY'S OCTOBER 2027 SERVICE LAUNCH

The City Council shall receive a presentation on Pioneer Community Energy's planned service launch into the City of Oroville in October 2027.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

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

1. APPROVAL OF THE AUGUST 4, 2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the 08.04.2026 City Council regular meeting minutes.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

2. ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY ORDINANCE AND ASSOCIATED DRAFT POLICIES

The City Council shall consider the latest version of the transparency and accountability ordinance for elected officials, which includes changes staff were directed to make at the April 7, 2026 City Council meeting. In addition, the Council shall consider two draft policies associated with this draft ordinance.

ACTION REQUESTED -

DIRECT STAFF TO MAKE EDITS TO ORDINANCE OR DRAFT POLICIES; OR

DIRECT STAFF TO SCHEDULE A NEW PUBLIC HEARING FOR THE ORDINANCE.

3. MASTER GARDENERS MEMORANDUM OF UNDERSTANDING FOR GARDENING ACTIVITIES AT SANK PARK

The City Council shall consider entering into an agreement (A-3594) with the University of California Cooperative Extension Butte County (UCCE) Master Gardner Program (MGP) for collaborative work at Sank Park.

ACTION REQUESTED -

APPROVE AGREEMENT NO. 3594; AND AUTHORIZE THE MAYOR TO SIGN.

4. CITY SERVER / STORAGE INFRASTRUCTURE UPGRADES

The City Council shall consider the purchase of a new server and storage device in the amount of $150,311.62.

ACTION REQUESTED -

AUTHORIZE STAFF TO PURCHASE THE SERVER AND STORAGE DEVICE IN THE AMOUNT OF $150,311.62.

5. AMENDMENT TO AGREEMENT NO. 3546, FOR THE DESIGN OF THE TABLE MOUNTAIN BLVD/WASHINGTON AVE COMPLETE STREETS PROJECT

The City Council shall consider an amendment to Agreement No. 3546 with Mark Thomas and Company for project design work related to the Table Mountain Blvd/Washington Ave Complete Streets project.

ACTION REQUESTED -

APPROVE THE AGREEMENT NO. 3546-1 AND AUTHORIZE THE MAYOR TO SIGN.

6. LETTER TO PACIFIC GAS AND ELECTRIC EXPRESSING DISAPPOINTMENT REGARDING THE DELAY AND POTENTIAL CANCELLATION OF THE OROVILLE RULE 20A PROJECT AND REQUESTING RECONSIDERATION

The City Council shall consider sending a letter to Pacific Gas and Electric (PG&E) expressing disappointment and requesting information regarding the delay and potential cancellation of the Oroville Rule 20A project and request reconsideration.

ACTION REQUESTED -

AUTHORIZE STAFF TO SEND LETTER AND AUTHORIZE THE MAYOR TO SIGN.

7. ALTERNATIVES FOR FILLING POTENTIAL DISTRICT A VACANCY

The City Council shall consider alternatives for filling potential vacancy in District A, should Councilmember Johnstone not find a new place of residency within the district.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

8. CITY COUNCIL REGULAR MEETING AGENDA POSTING TIMELINES

The City Council shall consider directing staff to change the timing associated with the publishing of regular City Council agendas.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

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

9. 5:00PM - FIRST READING OF ORDINANCE NO. 1900 REQUIRING SHORT-TERM RENTAL PLATFORMS LISTING ADDRESSES PURSUANT TO SB 346

SB 346, The Short-Term Rental Facilitator Act of 2025 allows cities and counties to pass local ordinances requiring platforms such as Airbnb, VRBO, and similar entities to provide local jurisdictions with the physical street address of each listing. The proposed ordinance formally codifies these requirements into the Oroville Municipal Code, ensuring platforms submit listing addresses directly to the City for verification, enforcement, and taxation purposes.

ACTION REQUESTED -

CONDUCT A PUBLIC HEARING FOR THE FIRST READING OF ORDINANCE NO. 1900 – SHORT-TERM RENTAL HOSTING PLATFORMS TO REPORT LISTING ADDRESSES IN COMPLIANCE WITH SB 346

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   - **i. Fire Department Monthly Report - July 2026**
   - **ii. City Clerk Monthly Report – July 2026**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on September 1, 2026 at 4:00 p.m.

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **PRESENTATION BY CGI DIGITAL – COMMUNITY MARKETING VIDEO PROGRAM**

DATE: **AUGUST 18, 2026**

SUMMARY

The City Council shall receive a presentation from CGI Digital on a no-cost marketing tool that features professionally produced community-focused videos. The company partners with municipal agencies to create promotional video content and hosts the videos on a custom webpage.

DISCUSSION

CGI Digital specializes in creating short marketing videos that highlight community assets, local businesses, quality of life, economic opportunities, and civic engagement. Their program includes full production of video content, requiring minimal involvement from City staff. CGI works directly with the City to develop messaging and secure necessary footage, then hosts the finished videos on a branded webpage designed for public viewing.

As part of the program to generate revenue for the program, CGI solicits sponsorships from local businesses. Sponsoring businesses receive placement of their logo on the City's CGI-hosted webpage, and each logo serves as a link to the business's website or to additional video content prepared by CGI for the sponsor. Sponsorships are handled fully by CGI. No financial contribution is required from the City of Oroville.

The City of Lodi, which currently participates in this program, reported a highly positive experience. Staff there shared that CGI created all of the video content with limited City involvement and that the videos have been well received by the public. Lodi confirmed that the partnership has been beneficial and that community members regularly engage with the video content.

This program offers an opportunity to highlight key aspects of the Oroville community through professionally produced videos at no cost to the City, while also providing a voluntary promotional opportunity for local businesses.

FISCAL IMPACT

There is no cost to the City associated with CGI Digital's marketing video program. All production and webpage hosting expenses are covered by CGI through their sponsorship model.

ACTION(S) REQUESTED -

1. **ACCEPT FOR INFORMATION; AND**
2. **PROVIDE DIRECTION TO RETURN TO COUNCIL WITH AN AGREEMENT TO ENGAGE WITH CGI FOR THEIR SERVICES.**

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **UPDATE AND PLANNING FOR PIONEER COMMUNITY ENERGY'S OCTOBER 2027 SERVICE LAUNCH**

DATE: **AUGUST 18, 2026**

SUMMARY

The City Council shall receive a presentation on Pioneer Community Energy's planned service launch into the City of Oroville in October 2027.

DISCUSSION

Pioneer and the City of Oroville staff began conversations about the benefits of community choice aggregation (CCA) in general and Pioneer more specifically beginning in 2024. On July 16, 2024, the Council voted to continue the process of assessing the feasibility of joining Pioneer by jointly commissioning an Impact Assessment Study (IAS) with Butte County, the City of Chico, and the Town of Paradise to determine the economic feasibility and optimal timing of joining Pioneer.

Results of the IAS were shared with staff, and Pioneer presented the findings to the Council at its meeting on October 1, 2024. The IAS confirmed joining Pioneer provides the community with potential multiple benefits, including customer choice, cost savings, community reinvestment and local control as elected officials comprise Pioneer's Board of Directors. Additionally, the study determined that the optimal time for service launch is October 2027.

On February 18, 2025, the City Council of Oroville adopted Ordinance 1884 and Resolution R-9349, authorizing the implementation of a community choice aggregation (CCA) program in the City, and Approve the Amended and Restated Joint Powers Agreement for Pioneer Community Energy ("Pioneer"), Authorizing the Implementation of a Community Choice Aggregation Program Under Public Utilities Code Section 366.2.

In compliance with Public Utilities Code ("PUC") section 366(c)(3), Pioneer submitted its Implementation Plan and Statement of Intent to the CPUC on March 11, 2025, and the

plan was approved on June 9, 2025, for an October 2027 launch date. On July 9, 2025, all required documentation was filed with the California Secretary of State and State Controller's Office, for the City of Oroville to join Pioneer Community Energy's JPA.

One of Pioneer's strategic priorities is being a strong community partner and working collaboratively with the Council to educate leadership and staff, stakeholders, influencers, and future customers about Pioneer's entry into the market. This includes developing and implementing a comprehensive education and outreach campaign that ensures a strong public understanding of Pioneer's expansion into the area.

Key to these efforts is creating a strong, accurate, and consistent flow of information during the next 15 months. Pioneer will take a phased approach, with communications activity ramping up over time and using a variety of communication vehicles and approaches. While specific tactics may shift over time, the general approach includes:

2026: Early education and plan development

• Working in coordination with staff and community leaders, Pioneer will develop a comprehensive communications campaign

• Research and fact-finding into the area

• Paid media planning and budget development

• Active membership in area Chambers of Commerce

2027: Plan Implementation

• Early in 2027 and through the service launch, Pioneer will use a variety of channels and regional approach to communicate to businesses and residents about the upcoming service launch.

• Create and send a series of direct mail pieces introducing Pioneer, explaining how Pioneer works, answering frequently asked questions, and familiarizing customers about program offerings

• Paid, earned and social media

• Conduct Town hall meetings in easily accessible, high traffic areas

• Presentations to civic and fraternal organizations, senior centers, and others

FISCAL IMPACT

There is no fiscal impact on the City of Oroville for marketing, communications, and outreach efforts. However, Pioneer requests the collaboration and input of staff to help

prioritize target audiences, identify event locations, and ensure maximum effectiveness of these activities.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

ATTACHMENTS

Presentation

Pioneer Update

Planning for October 2027 Service Launch in the City of Oroville

PIONEER COMMUNITY ENERGY

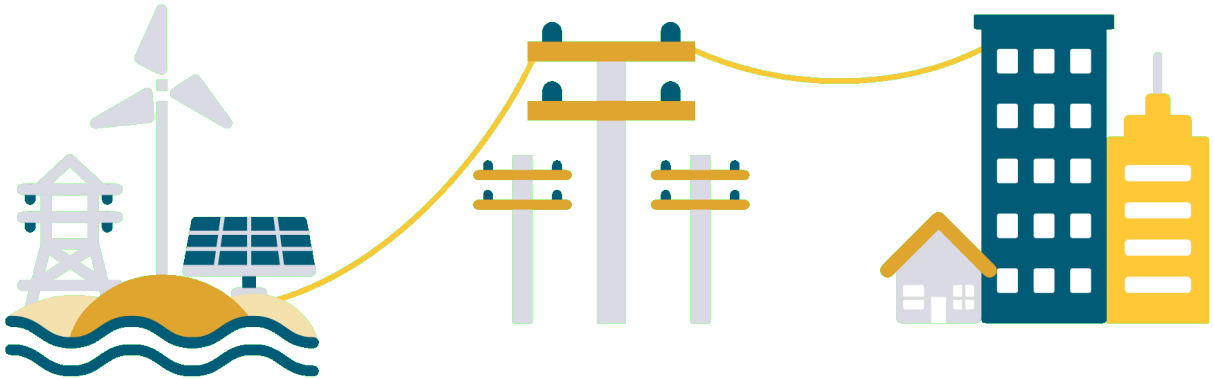


Introductions

Lisa Rhoads
Community Outreach Manager

PIONEER COMMUNITY ENERGY

How Pioneer Works



Pioneer buys electricity on the open market from various suppliers. Our buying team works with sources to negotiate pricing and ensure a steady, affordable energy supply.

PIONEER COMMUNITY ENERGY

PG&E delivers electricity, maintains the infrastructure of power lines and poles, and sends out bills to customers.

Pacific Gas and Electric Company

As a customer of both Pioneer and PG&E, customers get a choice in electricity providers. With Pioneer, you'll receive competitive rates, a choice in energy options and exceptional customer service.

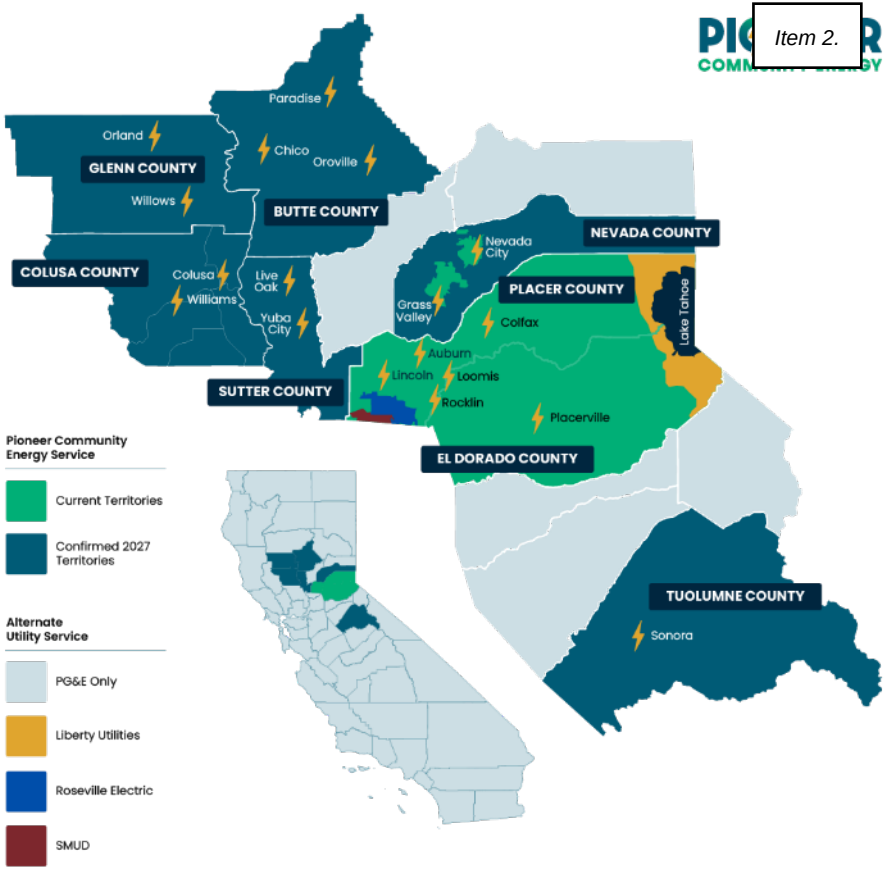
Pioneer is Growing

Current members

- El Dorado County
- City of Auburn
- City of Grass Valley
- City of Nevada City
- City of Rocklin
- Placer County
- City of Colfax
- City of Lincoln
- City of Placerville
- Town of Loomis

Planned expansion for Fall 2027

- Butte County
- Nevada County
- Tuolumne County
- Live Oak
- Orland
- Willows
- Town of Paradise
- Glenn County
- Sutter County
- Chico
- Oroville
- Sonora
- Colusa County
- City of Colusa
- Williams
- Yuba City



We are excited to welcome you and become a part of your community!

PIONEER COMMUNITY ENERGY

Benefits to Oroville

Pioneer Community Energy's #1 priority is saving customers money – but being a Pioneer customer is about so much more than saving money!

- Provides a choice for residents and businesses
- Local governance/representation
- Rate-setting transparency
- Opportunities to meet Climate Change/RPS goals
- Community reinvestment
- Potential for economic development projects
- Exceptional local customer service & one-on-one support availability
- Money-saving programs created by the community, for the community



PIONEER COMMUNITY ENERGY

Supporting Our Shared Community

Pioneer prioritizes community partnership and local reinvestment in fun and innovative ways





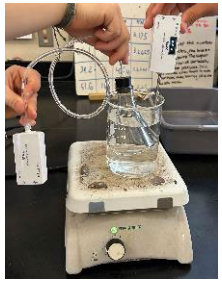
Senior Center Christmas Party





Energy efficient equipment upgrades for Placerville community pool





STEM &Science Education Program Support





Feeding the Foothills: Community Benefits Grant Recipient & Staff Volunteer Events

PIONEER COMMUNITY ENERGY

Programs Created By The Community, For The Community

AC Tune-Up Rebate – $75 back for residential & $150 back for commercial customers who receive a tune-up service for their AC system during April-October

PowerShift Rewards – $25 bonus for signing up; earn even more rewards for conserving energy when the grid is stressed during the hot summer months



GridGen - $0 upfront, no credit check to install industry-leading solar and/or battery at customers' home or business

- Battery retrofits for existing solar customers
- Provisions for CARE/FERA customers

GridGen customer home in Lincoln!

Community Advisory Committee (CAC):

- Pioneer's CAC is comprised of community representatives from Pioneer service territory
- The committee meets regularly to elevate community needs and discuss new program ideas
- Pioneer will be recruiting new members to join the CAC and provide input

PIONEER COMMUNITY ENERGY

Programs Created By The Community, For The Community

Commercial/Agricultural

Hourly Flex Pricing – Agricultural customers can schedule their energy usage up to a week in advance to reduce energy usage during peak pricing times

After each 12-month program cycle, customers receive a credit if energy savings is achieved using the program versus previous energy cycle usage



Early Access for Member Agencies

Clean Fleet Revenue Program & Solar RECs Program: Pioneer's member agencies can receive quarterly payments for renewable energy credits generated from existing electric vehicles/infrastructure and solar arrays

As a member of Pioneer, Oroville is currently eligible to participate in both programs prior to official launch in October of 2027



PIONEER COMMUNITY ENERGY

Expansion Planning

Collaboration and Information Sharing

Pre-launch outreach strategies are intended take the mystery out of the process, address misperceptions, and educate future customers and stakeholders on a variety of important topics.

- Pioneer's call center and Customer Care team are available to customers at any time before launch to provide support and accurate information
- Pioneer is prepared to address questions and misinformation directly to ensure there are no information gaps undermining communication efforts
- Pioneer will work with City staff to roll out this plan so future customers have a clear understanding of what to expect for a seamless transition
- Pioneer will be present with the community throughout the process to build familiarity and trust; we are excited to become a part of the Oroville community!

PIONEER COMMUNITY ENERGY

Planning A Phased Approach



Research and Early Outreach

January – June 2026

- Join chambers
- Research community groups, influencers
- Initial planning
- Map timeline
- Media monitoring

Planning

July – December 2026

- Develop paid media plan; reserve ad space
- Brief Pioneer Board
- Budget development and approval
- Brief new member agencies and staff
- Message and materials development

Pre-Launch Ramp-Up

January – June 2027

- Early ads launch "Pioneer Is Coming"
- Presentations to new member governing bodies
- Get customer data
- First Town Halls, webinar and direct mail #1 and #2
- Website updates
- Prep for required regulatory notices

Final Countdown

July – September 2027

- Ad campaign continues
- Pre-enrollment regulatory mailings
- Town Halls
- Presentations to civic, fraternal, community organizations
- Direct mail #3
- Ongoing media relations

Launch + Post-Launch Evaluation

October – December 2027

- SERVICE LAUNCH
- Ad campaign adjustment "Pioneer Is Here"
- Post-enrollment regulatory notices
- Careful monitoring and evaluation
- Direct mail #4
- Promote programs
- NEM enrollment

PIONEER COMMUNITY ENERGY

Meeting People Where They Are …

- Communications + outreach are the primary drivers of successful partnership
- Your community will have a voice in the process - outreach strategies will directly reflect feedback from the City
- Multiple parallel communications workstreams require tight coordination:
  - Paid Media
  - Direct Mail
  - Website
  - Earned Media
  - E-mail
  - On-site presence
  - Town Halls
  - Webinars
  - Public Meetings
- Planning is key and communications will be managed on a structured, phased timeline culminating with an October 2027 launch
- Messaging will align and evolve with the timeline and take into account regulatory milestones



PIONEER COMMUNITY ENERGY



Questions?

CONTACT

Call:
1 (844) YES-PIONEER
1 (844) 937-7466 or (916) 758-8969

Email:
LisaR@pioneercommunityenergy.org

Visit:
2510 Warren Dr., Suite B, Rocklin, CA 95677

PIONEER COMMUNITY ENERGY

Appendix

PIONEER COMMUNITY ENERGY

Background

2023	• City of Oroville began initial research into the benefits of Community Choice Aggregation. • Initial conversations with Pioneer Community Energy.
Spring/Summer 2024	• Oroville City Council received presentation from Pioneer Community Energy with staff recommendation to join Pioneer. • Pioneer Board agreed to commission an Impact Assessment Study to determine the feasibility of service expansion. • Butte County, City of Chico, City of Oroville, and Town of Paradise agree to co-commission the study. ○ Expansion must make financial sense for all parties. ○ Pioneer must have the ability to serve the increased load.
Summer 2024	• Impact Assessment Study is conducted.
Fall 2024	• Study results are shared with Pioneer's Expansion Committee and Board of Directors. Board recommends moving forward with expansion. ○ Pioneer shares study findings and Board recommendations with jurisdictions; presents findings to City Council and staff.
February 2025	• Oroville City Council approves an ordinance and resolution to join Pioneer.
March 2025	• Pioneer files an Implementation Plan with the CPUC.
Summer 2025	• CPUC approves plan; Pioneer begins procuring power for the City after final confirmation of the desire to join.

What is a CCA?

Community Choice Aggregators (CCA) allow local governments to purchase electricity on behalf of customers in place of investor-owned utilities (i.e., PG&E for Pioneer Community Energy's territory)

Energy crisis in the early 2000s prompted the California Legislature to pass Assembly Bill 117 in 2002, enabling community choice in its electricity provider

The first CCA launched in 2010. Today:

- More than 25 CCAs throughout California
- Serving more than 200 communities
- Providing generation for approximately 15 million customers



PIONEER COMMUNITY ENERGY



Who is Pioneer?

- A Joint Powers Authority established in 2017 by Placer County and launched service in 2018 – community owned, not-for-profit
- Prioritizes ratepayer savings, strong community partnership and reinvestment, and excellence in customer service
- $145 million in ratepayer savings since 2018
- Expansion is focused on serving like-minded areas
- Currently serves more than 170,000+ customers
- Committed to community reinvestment through local renewable energy projects, programs, and goods and services procurement
- Awarded an A- issuer credit rating from S&P Global (formerly Standard and Poor's) and an A+ rating from the Better Business Bureau

Guiding Principles

Mission

- **Providing electricity to customers with a focus on stable and competitive rates**
  - Since launching in 2018 through 2025, Pioneer has saved our customers an estimated $145 million

Vision

- **Being a strong community partner**
  - Excellent customer care
  - Local Power Purchase Agreements
  - Economic development
  - Involvement in local chambers
  - Event participation and sponsorships
  - Support local businesses through the purchase of goods and services

Benefits to Oroville Citizens

Saves money. *From 2018 – 2025, customers have saved $145 million compared to PG&E.*

Customers are being ***served by a utility that is a member of the community****. We buy, invest, and support the community.*

Customers are our shareholders. *Board is comprised of elected officials from the communities we serve.*



Customers have a choice *for the first time in 100 years.*

Excellent customer service. *We live in the community and know most of the questions you have and can relate.*

Track record of success *Pioneer is financially stable with an A- credit rating from S&P*

Customers decide *if they want 100% renewable energy or less and influence what energy projects we invest in.*

Customers decide the energy efficiency programs *we launch. Not PG&E. Approved $2M for funding.*

PIONEER COMMUNITY ENERGY



Biomass & Advocacy

Pioneer is committed to supporting biomass energy.

1. **Legislation:** Pioneer sponsored and led AB 843, which passed on a unanimous bipartisan basis – this bill enabled CCAs to participate in the BioMAT program and launched in Spring 2024
2. **Education:** Recently hosted an event together with SPI, CalFire, and Placer APCD for legislators about the benefits of biomass to support future legislation for biomass
3. **Advocacy**: Ongoing advocacy with legislators and regulatory agencies to keep electricity costs low, promote biomass energy, local control, and grid stability, among other things
4. **Feed-In Tariff**: Pioneer-unique program that investment in biomass, storage, and small-hydro projects in our service territory to benefit the community and enhance local economic development



Commitment to Partnership

- Active involvement with Rural County Representatives of California (RCRC) to identify potential biomass projects that leads to economic development
- Participate in member agencies' Chamber of Commerce committees and events
- Co-sponsor League of Cities divisional event annually
- Sponsor of marquee events like Lincoln Potters Baseball Club and Sierra Nevada Memorial Hospital gala as examples of engagement
- Work with Economic Development groups to entice project development and identify potential partnerships; offer Green100 product to assist with corporate climate initiatives; and prioritize competitive rates for both residents and businesses

Power Mix

2024 POWER CONTENT LABEL
Pioneer Community Energy

	Green100	Base Plan	CA Utility Average
Greenhouse Gas Emissions Intensity (lbs of CO_2e emitted per megawatt hour)	0	573	359
Electricity Sources ■ Renewables and Zero-Carbon Resources ■ Fossil Fuels and Unspecified Power			
RPS Eligible Renewables	100%	42%	45%
Biomass & Biogas	0%	3%	2%
Geothermal	27%	4%	5%
Eligible Hydroelectric	37%	5%	2%
Solar	0%	26%	23%
Wind	37%	4%	14%
Large Hydroelectric	0%	4%	10%
Nuclear	0%	0%	11%
Emerging Technologies	0%	0%	0%
Other	0%	0%	0%
Natural Gas	0%	0%	10%
Coal & Petroleum	0%	0%	2%
Unspecified Power (primarily fossil fuels)	0%	54%	22%
Total	100%	100%	100%
Retail sales covered by retired unbundled RECs	0%	3%	

■ This label does not reflect compliance with the Renewables Portfolio Standard (RPS), which measures the use of tracking instruments called Renewable Energy Credits (RECs) over the course of multi-year compliance periods. RECs that are purchased separately from the renewable energy ("Unbundled RECs") can be used for RPS compliance, but they do not factor into the power mixes or GHG emissions intensities above.

■ GHG intensity figures exclude biogenic CO_2 and emissions from geothermal sources and grandfathered imports of firmed-and-shaped energy. For detailed information about all GHG emissions from California's retail electricity suppliers, visit the CEC webpage at the link below.

■ Unspecified power is electricity purchased from a genericized pool on the open market.

https://pioneercommunityenergy.org/

Want to learn more? Visit https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program

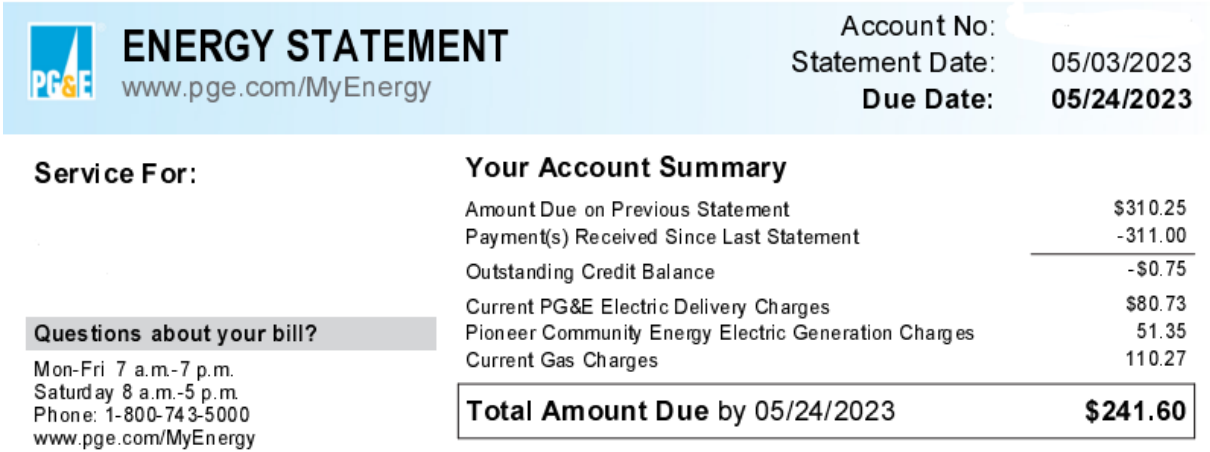
PIONEER COMMUNITY ENERGY



Solar Customers

- Nearly 51,000 solar customers
- Pioneer pays a ½-cent premium over PG&E for over-generation
- Since 2018, Pioneer has issued more than $5 million of payments for surplus generation
- This spring, more than 26,000 solar customers received either a check or bill credit from Pioneer

How are customers billed?



ENERGY STATEMENT
www.pge.com/MyEnergy

Account No:
Statement Date: 05/03/2023
Due Date: 05/24/2023

Service For:

Questions about your bill?
Mon-Fri 7 a.m.-7 p.m.
Saturday 8 a.m.-5 p.m.
Phone: 1-800-743-5000
www.pge.com/MyEnergy

Your Account Summary

Amount Due on Previous Statement	$310.25
Payment(s) Received Since Last Statement	-311.00
Outstanding Credit Balance	-$0.75
Current PG&E Electric Delivery Charges	$80.73
Pioneer Community Energy Electric Generation Charges	51.35
Current Gas Charges	110.27
Total Amount Due by 05/24/2023	**$241.60**

PG&E Bill – Page #1

- Pioneer listed on the front page
- Customer pays total energy bill to PG&E – one payment
- PG&E remits $ to Pioneer

PIONEER COMMUNITY ENERGY

PG&E Programs Carry Over

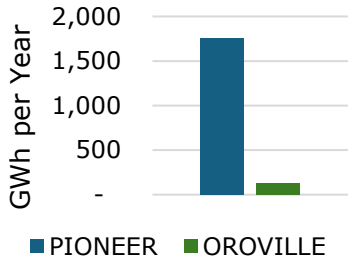
- Enrollment in any program with PG&E, carries over to Pioneer. Examples include but not limited to:
    - CARE
    - FERA
    - Medical Baseline
- PG&E service will not be negatively impacted by joining Pioneer (e.g., service request placed last in queue with PG&E as a Pioneer customer)
- In addition, customers have access to Pioneer programs that are created to meet the unique needs of the communities we serve

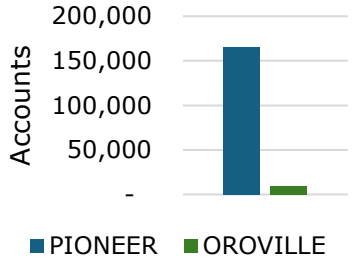
City of Oroville Customer Information

Classification	Accounts	Annual Energy (MWh)	Average Customer Usage (kWh/Mo.)
Residential	7,900	46,123	487
Com/Ind	1,529	80,186	4,370
Ag/Pumping	1	5	421
Street Lighting	130	500	321
Total	**9,560**	**126,813**	**1,105**
Peak Demand (MW)	**30**		

Expansion to City of Oroville customers would represent an approximate 7% increase to Pioneer retail sales.

Data above are unadjusted for opt-out assumptions and excludes standby accounts.





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

August 04, 2026
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The City Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees.

2. The City Council met for a Conference with Legal Counsel – Anticipated Litigation, pursuant to Gov. Code § 54956.9(d): (two (2) cases).

3. The City Council met to confer regarding Real Property Negotiations under Government Code § 54956.8:

A.) Property: 225 Chuck Yeager Way, Oroville, CA 95965 Agency Negotiator(s): Brian Ring, City Administrator, David Ritchie, Asst. City Attorney. Negotiating Parties: All current Ground Lease Tenants. Under Negotiation: price, terms of payment.

B.) Property: APN 035-470-014 Agency Negotiator: Brian Ring Negotiating Parties: TBD Under Negotiation: Price, Terms

OPEN SESSION

1. Announcement from Closed Session – Direction given to staff, no reportable action taken.
2. Pledge of Allegiance – Led by Council Member Webber
3. Corrections/Changes to the Agenda – None.
4. Recusals – Item#12 (Smith); Item# 17 (Johnstone, Reynolds, Smith)
5. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

None.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnusson, Tim Hawkins, and Therman Hodges.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   Council Member Webber: Recognized the Chief of Police for efforts on the development of National Night Out hosted at Hewitt Park today. Also, commended the new traffic officer for citing/ticketing over 40 speeders on Montgomery Street. The next OCDC meeting will be held on 8/10/2026 at 5:30pm at the Union Coffee Club and will discuss economic development, pipeline, and opportunities for housing developments. The African American Family and Cultural Center has teamed up with Oroville Youth in Action to give away backpacks and back to school supplies on August 8th from 2pm-5pm at 3300 Spencer Ave. The South Oroville African American Historical society and its partners will be hosting an event at the Union Restaurant on August 8th at 12:45pm. Other organizations will be present to provide information, and the event location will be at 2053 Montgomery Street.

   Vice Mayor Smith: Reminded everyone that September 26 is the Salmon Festival. On 8/5/2026 at 9am there will be a meeting for information on how to be part of the event. There will be a community clean up the weekend before Salmon Festival.

   Council Member Goodson: Recognized that she has family from Sacramento who is excited about attending the Salmon Festival. Commended Vice Mayor Smith on his job well done.

   Council Member Reynolds: Announced that his son got married over the weekend, and his daughter will be getting married this upcoming weekend.

   Council Member Thomson: Accepted a mentorship program with Attorney General and will be flying out to Missouri to attend.

   Mayor Pittman: On Wednesday July, 28th, he attended an event in Vacaville to learn more about the PG&E Power Center. The event provided him and the other attendees with information on how power shut off control process operates.

2. Administration Reports

   Brian Ring, Administrator: Reminded the public that there is a 311 reporting app that can be downloaded on smart phones. Using this app, the public can report non-emergent issues to relevant City staff. Mr. Ring also met with Alan Dykes from Mission Esperanza and Allan will be providing an update to the Council at the next council meeting. Mr. Ring spoke on Rule 20A to get additional credits from PG&E to do underground projects by 2030. He recommended the City Council write a letter for support or change regarding Rule 20A.

   Ron Belser, Director of Code Enforcement: Provided monthly statistics to the Council pertaining to his department (see attached report). He also spoke on the new radio system. It has helped with being organizing and is very effective. Mr. Belser also provided an update on

housing navigation services. Dulce Sanchez has helped to relocate three unhous individuals.

Tim Kaber, Director of Public Works: Caltrans is currently working on dig outs and road construction on Oro Dam, and will continue to do so in the coming weeks.

Jason Wines, Chief of Police: Reminded the Council and public that a workshop will be held on August 11th regarding flock camera system. Participants will have to submit questions or sign up as there are limited spaces. Video will be posted on Oroville Police Facebook page.

Kayla Reaster, City Clerk: Election deadline to file paperwork for Districts B, F, Mayor, and City Treasurer is August 7 at 11am. The deadline to file paperwork for District A is August 12 at 11am, as the incumbent is not running in the upcoming election.

Chris Tenns, Fire Chief: Provided a fire engine update on the engine that was ordered over 2 year ago. The company putting the engine together has started the process.

Pat Piatt, Director of Community Development: Spoke on the Opportunity Zones the City applied for. Of the six we applied for, two have been accepted. Lobbying will continue so we can pursue the remaining four.

CONSENT CALENDAR

Consent calendar **items 1, 3 & 4** were adopted in one action by the Council. Items #2 was removed and voted on immediately after adoption of consent calendar items.

Motioned by: Council Member Reynolds Seconded by: Council Member Goodson

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

1. AGREEMENT WITH CIVICPLUS SELECT FOR REQUIRED AGENDA MANAGEMENT SOFTWARE UPDATE

The City Council approved the agreement with CivicPlus for their CivicPlus Select agenda management software service in the annual amount of $7,500.

2. LETTER OF SUPPORT FOR STATE FUNDING TO RESTORE THE STORAGE CAPACITY OF CONCOW RESERVOIR

Mayor Pittman removed this item from the Consent Calendar to be voted on separately.

Jayme Boucher from Thermalito Water and Sewer District commented on this item.

The City Council approved a Letter of Support for the Thermalito Water and Sewer District who is seeking state funding to restore the storage capacity of the Concow Reservoir.

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

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

3. SECOND READING OF ORDINANCE 1899 AMENDING OROVILLE MUNICIPAL CODE 17.48 WITH A NEW ENTREPRENEUR-FRIENDLY FEE INCENTIVE PROGRAM

The City Council adopted Ordinance No. 1899 amending section 17.48 of the Oroville Municipal Code, with an incentive fee policy recommended by the Citizen Ad Hoc Business Advocacy Committee that encourages new businesses to re-use the city's vacant commercial spaces.

4. APPROVAL OF CITY COUNCIL REGULAR MEETING MINUTES FROM JULY 21, 2026

The City Council approved the regular meeting minutes from the July 21, 2026 City Council meeting.

REGULAR BUSINESS

5. OROVILLE DOWNTOWN BUSINESS ASSOCIATION (ODBA) ANNUAL REPORT

Natalie Sheard, President of the ODBA presented this item to the City Council.

The City Council approved the 2026-27 annual budget for the Oroville Downtown Business Improvement District (BID).

Motioned by: Council Member Johnstone Seconded by: Council Member Goodson

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

6. AGREEMENT WITH RESTORATION MANAGEMENT COMPANY FOR FIRE STATION KITCHEN REMODEL

The City Council approved the contract with Restoration Management Company (RMC) for the renovation of the Oroville Fire Station kitchen, not to exceed $111,421.08 and approved a 10% contingency in the amount of $10,129.19, for the Oroville Fire Station kitchen remodel.

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

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

7. PROFESSIONAL SERVICE AGREEMENT FOR SOFTWARE, INSPECTION EQUIPMENT, AND DEFECT GRADING WITH GRANITENET

The City Council approved an agreement with GraniteNet for underground infrastructure inspection equipment, sewer inspection, and defect grading services.

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

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

8. CERTIFICATION OF ANNUAL SANITARY SEWER SERVICE TO BE LEVIED ON THE 2026-27 TAX ROLL

The City Council adopted Resolution No. 9478 certifying the Sewer Service charges to be levied on the 2026/27 tax roll are in compliance with Proposition 218.

Motioned by: Council Member Reynolds Seconded by: Council Member Goodson

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

9. ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2026/27

The City Council adopted Resolution No. 9479 and Resolution NO. 9480 related to the annual special tax relating to the City's Community Facilities Districts ("CFDs").

Motioned by: Council Member Goodson Seconded by: Council Member Reynolds

AYES: Council Members Reynolds, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

RECUSALS: Council member Johnstone

10. CREATION OF POLICE ADMINISTRATIVE MANAGER CLASSIFICATION

The City Council approved the addition of a Police Administrative Manager (PAM) position and the deletion of one vacant Administrative Assistant position. Collectively, with the other deletions made during the budget process, this restructuring is projected to provide approximately $250,000 in savings.

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

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

11. DIRECTION TO SEEK OUTSIDE COUNSEL TO ASSIST WITH THE REVIEW AND DRAFTING RESPONSE TO GRAND JURY REPORT

The City Council approved the request to seek outside counsel to assist with the review and drafting of response to Grand Jury Report and for the funds used on the outside counsel to be used only when needed and only for certain responses, instead of for the overall response.

The following member(s) of the public submitted public comment on this item: Brian Wong and Marsha Henderson.

Motioned by: Council Member Webber Seconded by: Vice Mayor Smith

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

12. TABLE FOR 8 AT THE 2026 OROVILLE ECONOMIC ALLIANCE ANNUAL BBQ

The City Council approved purchasing a table for 8 at the annual Oroville Economic Alliance BBQ in an amount not-to-exceed the price of $550.00.

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

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Mayor Pittman

NOES: None

ABSENT: None

RECUSED: Vice Mayor Smith

13. EMPLOYMENT CONTRACT WITH PATRICK PIATT FOR POSITION OF DIRECTOR – COMMUNITY DEVELOPMENT

The City Council approved Agreement No. 3592 with Patrick Piatt for the position of Director – Community Development, with an annual salary of $158,028 and adopted Resolution No. 9481.

The following member(s) of the public submitted public comment on this item: Brian Wong.

Motioned by: Mayor Pittman Seconded by: Council Member Goodson

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

PUBLIC HEARING

14. 5:00PM - ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 3, 4, 6, 7, 8

Public hearing opened at 5:28PM Public hearing closed at: 5:28PM

The City Council accepted information regarding the Annual Assessments for Fiscal Year 2026/27.

15. 5:00PM - ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 5, 9

Public hearing opened at 5:28PM Public hearing closed at: 5:29PM

The City Council accepted information regarding the Annual Assessments for Fiscal Year 2026/27.

16. **5:00PM - ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 2, 3, 5, 7, 10, 11, 12, 14, 15, 17**

Public hearing opened at 5:29PM Public hearing closed at: 5:29PM

The City Council adopted Resolution No. 9482 approving the Annual Assessment Report and authorizing the levy and collection of assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2026/27 by the following vote:

Motioned by: Council Member Reynolds Seconded by: Council Member Webber

AYES: Council Members Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ASBSTAINED: None

17. **5:00PM - ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 1, 4, 6, 8, 9, 13, 16, 18**

Public hearing opened at 5:30PM Public hearing closed at: 5:30PM

The City Council adopted Resolution No. 9483 approving the Annual Assessment Report and authorizing the levy and collection of assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2026/27.

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

AYES: Council Member Thomson, Goodson, Webber, Mayor Pittman

NOES: None

ABSENT: None

RECUSALS: Council Member Johnstone, Reynolds, and Vice Mayor Smith

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Don Neher.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items- Council Member Thomson would like to see a future agenda item discussing the agenda publication timeline. This was seconded by Council Member Reynolds. He also requested that staff color code budgeted items (black) and non-budgeted items (red) on future agendas. Staff agreed to this.

2. Correspondence

   i. Notice of PG&E Shareholder Award Request

   ii. Correspondence from McNeill Law Offices

   iii. Correspondence from Jeff McClure

ADJOURN THE MEETING

The meeting adjourned at 6:31PM.

Kayla Reaster, Asst. City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY ORDINANCE AND ASSOCIATED DRAFT POLICIES**

DATE: **AUGUST 18, 2026**

SUMMARY

The City Council shall consider the latest version of the transparency and accountability ordinance for elected officials, which includes changes staff were directed to make at the April 7, 2026 City Council meeting. In addition, the Council shall consider two draft policies associated with this draft ordinance.

DISCUSSION

At the request of Council Member Johnstone and Council Member Webber, at the December 16, 2025 Council meeting the Council reviewed adding new language to the Elected Officials Guiding Principles handbook or to the Municipal Code regarding elected officials' transparency and accountability. During this meeting, staff were given direction to make a number of edits to the proposed language and bring the item back for further discussion in an ordinance format.

Revisions to the language were presented to the City Council on February 17, 2026, March 17, 2016 and again on April 7, 2026. During each of these meetings, staff were directed to make additional edits to the document and to bring the item back.

This latest version includes changes from the recent meeting in April, along with all the various changes made throughout this process.

In addition to the draft ordinance, two draft polices are included for consideration: Protocol for Anonymous Reporting of Concerns About Elected Official's Behavior and Protocol for Reviewing Alleged Transparency Ordinance Violations.

FISCAL IMPACT

None.

ACTION REQUESTED -

DIRECT STAFF TO MAKE EDITS TO ORDINANCE OR DRAFT POLICIES; OR

DIRECT STAFF TO SCHEDULE A NEW PUBLIC HEARING FOR THE ORDINANCE.

ATTACHMENTS

Marked up version of revised language regarding transparency and accountability for elected officials; and

Clean version of revised language regarding transparency and accountability for elected officials.

Draft Protocol for Anonymous Reporting of Concerns About Elected Official's Behavior

Draft Protocol for Reviewing Alleged Transparency Ordinance Violations

YELLOW HIGHLIGHTED SECIONS INDICATE NEW CHANGES

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Section 2.08.015

SECTION 1: FULL TRANSPARENCY IN ACTION STANDARDS

All substantive councilmember communications with city staff, applicants, developers, or contractors regarding City matters, including but not limited to pending permits, contracts, land use, budget items, shall be disclosed at ~~the next~~an upcoming regularly scheduled City Council meeting, during Council Member reports. Nothing in this section is intended to limit councilmembers general policy discussions about City matters, that are not substantive or related to a quasi-judicial decision pending before council, and that they believe may bring about positive change for the community. For the purpose of this section, the term "substantive" is defined as communication intended to influence a pending Council decision.

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No councilmember shall individually give direction to staff. Direction to staff is received by consensus of the entire Council, not any one individual member. This is not to mean that councilmembers cannot have direct conversations with appointed Department Heads or request routine information (which shall be shared with all councilmembers).

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Any proposed sale or transfer of city-owned property or assets valued over $50,000 shall require:

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- Two public readings on separate meeting dates providing ability for public input at both meetings; and
- ~~Independent appraisal paid by the city; and~~
- ~~10-day public comment period after the first public reading.~~.

Commented [BR1]: Consider adding justification for $50k threshold or remove section.

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SECTION 2: CONTRACT NEGOTIATIONS & COUNCIL AUTHORITY

~~No councilmember, including the Mayor, shall participate in the making, drafting, or negotiation of any contract on their own authority.~~

Councilmembers shall not independently negotiate contracts unless authorized by a majority of the Council.

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SECTION 3: CONFLICT OF INTEREST & RECUSAL PROTOCOL

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All Council members will strictly comply with Government Code section 1090 and the Fair Political Practices Act. If there is a question as to whether a conflict exists that creates a requirement for recusal, Council Members may consult with the City Attorney for an analysis. Council Members shall report that such analysis was done and the outcome when the matter comes before Council for deliberation.

Commented [BR2]: Section 3 noted as redundant with State law - requested to consider removal.

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SECTION 4: STAFF PROTECTION & WHISTLEBLOWER SAFEGUARDS

Individual councilmembers shall not direct staff to take action unless authorized by a majority of the Council. No retaliation shall be taken against any city employee for refusing an improper directive or for reporting a violation of this ~~Resolution~~ordinance.

~~Within 60 days, the City Administrator shall establish a~~A secure, anonymous reporting system for staff to report such violations will be approved by resolution~~:~~.

- ~~Attempts by any councilmember to influence, pressure, or intimidate staff outside public process or any violation of this Resolution.~~

All reports shall include specific, verifiable facts and shall be forwarded immediately and confidentially to the City Attorney, ~~and~~ City Administrator or Human Resource Manager for assessment and assignment to external investigator~~ion~~ if needed. No further action will be taken without corroborated evidence.

SECTION ~~6~~5: ENFORCEMENT & PUBLIC ACCOUNTABILITY

Council shall adopt a policy by resolution outlining the procedures to be followed to address ~~allegations of~~ violations of the ordinance. A final finding of violation of this ordinance ~~Violations of this Resolution shall be deemed official misconduct and~~ may result in:

- Public censure;
- Referral to the Fair Political Practices Commission (FPPC) or other applicable agency;
- Additional mandatory training;
- Loss of committee assignments~~; or~~
- ~~Demand for resignation (non-binding).~~

Any finding of violation shall be made public via inclusion in the next council agenda packet.

The City Attorney shall also publish an annual transparency compliance report every January.

SECTION 6: EXEMPTIONS

This ordinance shall be interpreted and applied in a manner consistent with the California Public Records Act. Nothing in this ordinance shall require the release of any

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privileged information unless and until such privilege is waived by the majority of the City Council.

SECTION 7: SEVERABILITY

If any portion of this ordinance is found to be unlawful or unenforceable by court of competent jurisdiction, that portion shall be deleted and the remainder shall remain in full force and effect.

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Protocol for Reviewing Alleged Transparency Ordinance Violations

Effective Date: TBD
Applies To: City Council Members (and Council-appointed bodies, as applicable)
Authority: Municipal Code §2.08.015

1. Purpose

Establish a fair, timely, and consistent process to address alleged violations of the City's transparency requirements and appropriate conduct standards, ensure corrective action, and promote public trust.

2. Scope

This policy applies to allegations associated with violations of Oroville Municipal Code §2.08.015

3. Reporting

- Where to Report: City Administrator, City Attorney, or Human Resource Manager.
- What to Include: Specific and verifiable facts of the alleged violation.
- Non-Retaliation: Retaliation against complainants or witnesses is prohibited and may be addressed as a separate violation.

4. Intake & Triage

The City Administrator (or designee), in consultation with the City Attorney, will promptly assess:

1. Materiality – are there sufficient details sufficient to proceed?
2. Urgency – assess the need for any immediate cure-and-correct or interim measures.
3. Next steps:
    1. Dismiss - insufficient facts.
    2. Informal resolution for minor/first time matters - coaching, voluntary apology, mediated discussion, reminder of rules.
    3. Formal investigation for more serious allegations – performed by an outside independent investigator.
4. Respondent will be informed of allegation and next steps.

DRAFT

5. Findings

Upon completion of intake and triage, City Administrator and / or City Attorney shall report out during an upcoming Council meeting, with a brief summary of the concern that was raised and the follow up actions taken (dismissal, informal resolution or formal investigation).

Should a formal investigation be needed, a written report will state facts, applicable provisions and findings (substantiated/unsubstantiated). Findings will be reported first to Respondent and Complainant and subsequently to the City Council at a future regularly scheduled Council meeting.

6. Council Action & Due Process

- Written notice of the alleged violation and evidence summary shall be provided to Council member at least 7 calendar days before Council consideration.
- Respondent / Council Member may submit a written response and speak at the Council meeting, consistent with Council Rules.
- Council shall deliberate in open session unless law requires closed session. Any corrective measure shall be consistent with Section 5 of the Municipal Code §2.08.015.
- Actions and rationale recorded in minutes; records retained by the City Clerk.

DRAFT

Protocol for Anonymous Reporting of Concerns About Elected Officials' Behavior

Effective Date: TBD
Applies To: All members of the public, City staff, contractors, and volunteers
Purpose: To provide a safe, confidential, and accessible process for anonymously reporting concerns about the behavior of elected officials, including potential violations of city policy, ordinance, ethics rules, or expected conduct standards.

1. Reporting Options

Individuals may anonymously report concerns through any of the following channels:

- Physical Drop Box: Sealed written reports may be submitted at a secure drop box located at LOCATION TBD
- Mail: Anonymous letters may be sent to:
  City Administrator
  1735 Montgomery Street, Oroville CA 95965

Alternatively, individuals may also set up a time with the City Administrator, City Attorney or Human Resource manager to directly report and discuss their concerns (should they feel comfortable to do so).

2. Information to Include

To assist in review, reports should include specific and verifiable facts associated with the concern:

- Date and location of the incident.
- Description of the behavior or concern.
- Any witnesses or documents.
- Whether the issue is ongoing or urgent.
- Any additional information that would help with the review of the concerns.

3. Confidentiality

The City will make every reasonable effort to preserve the anonymity of the reporting party. Information will be shared only with staff or investigators who need it to address the concern.

4. Protection Against Retaliation

Retaliation - direct or indirect - against any person who raises a concern, including anonymously, is strictly prohibited and may itself constitute a violation leading to separate corrective action.

DRAFT

CITY OF OROVILLE
STAFF REPORT

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

FROM: **TIM KABER, DIRECTOR OF PUBLIC WORKS**

RE: **MASTER GARDENERS MEMORANDUM OF UNDERSTANDING FOR GARDENING ACTIVITIES AT SANK PARK**

DATE: **AUGUST 18, 2026**

SUMMARY

The City Council shall consider entering into an agreement (A-3594) with the University of California Cooperative Extension Butte County (UCCE) Master Gardner Program (MGP) for collaborative work at Sank Park.

DISCUSSION

The proposed MOU establishes a collaborative relationship between the City and the UCCE MGP to provide educational opportunities, gardening programs, and community workshops while defining the responsibilities of each party for the maintenance, programming, and enhancement of the garden at Sank Park.

If approved, the MOU will formalize a partnership between the City of Oroville and the UCCE MGP for an initial two-year term, with the option to renew upon mutual written agreement. The agreement outlines each party's responsibilities related to the maintenance of the Sank Park garden, educational programming, volunteer coordination, garden improvements, and collaborative fundraising efforts for approved projects.

Projects would be coordinated between Parks staff, the Museum Curator, and MGP volunteers to ensure there is no impact on the historical significance of the Lott home.

Fiscal Impact

There is no fiscal impact associated with this MOU. Any financial impact associated with the MOU is already within the scope of Parks responsibilities at Sank Park.

FISCAL IMPACT

There is no direct fiscal impact associated with receiving this informational report.

ACTION REQUESTED -

APPROVE AGREEMENT NO. 3594; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

UCCE Master Gardeners Program MOU (A-3594)

Sank Park Presentation from Garden Volunteers

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF ITS
UC Cooperative Extension Butte County
Master Gardener Program
AND
City of Oroville

This Memorandum of Understanding ("MOU") is entered into by and between City of Oroville ("Cooperator") and The Regents of the University of California ("University"), on behalf of UC Agriculture and Natural Resources and its UC Cooperative Extension Butte County ("UCCE") for its Master Gardener Program (collectively, "MGP").

I. PURPOSE

The purpose of this MOU is to establish a sustainable collaboration between MGP and the City of Oroville to provide educational opportunities, gardening programs, and community workshops to residents of Oroville and the greater Butte County region ("Project"), as further described in Exhibit A, Project Description, which is hereby attached and incorporated by reference. The Project will be conducted at the following location: Sank Park, 1067 Montgomery Street, Oroville, CA 95965 ("Premises").

II. TERM

This MOU is to be in effect from the date of last signature below and extend for an initial period of two (2) years. At the end of the period, this MOU may be reissued for another five (5) year period upon written consent of both parties.

III. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

For Cooperator:

Wade Atteberry, Parks, Streets, Trees, Museum, Facilities Manager
City of Oroville
1735 Montgomery Street
Oroville, California, 95965

Email: watteberry@cityoforoville.org

For University:

Teghpreet Ahluwalia, UCCE County Director
UC Cooperative Extension Butte County
5 County Center Drive
Oroville, California 95965

Email: tkahluwalia@ucdavis.edu

IV. INDEPENDENCE OF PARTIES

Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, employee, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

V. INSURANCE

UCCE certified Master Gardeners who have completed formal training, and who periodically are re-trained, are considered formal volunteers or agents of the University, and therefore, are covered for their negligent acts or omissions by the University's general liability self-insurance program while acting in the course and scope of their volunteerism for the University.

Both parties agree to provide and maintain, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees for the term of this MOU. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance issuer or program of self-insurance.

VI. INDEMNIFICATION

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding (MOU) but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

VII. OTHER TERMS

1. *Copyright*: The University shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable material developed under this MOU.

2. *Logos*: Where University and Cooperator logos are used on any signage or documentation arising from this MOU, the logos of each party will be of equal size.
3. *Information Privacy:* All parties shall endeavor to hold any personal information received in the course of this project confidential, to the greatest extent permitted by University policy and applicable federal and state statutes.
4. *ADA Compliance:* Cooperator represents and warrants that it has knowledge of the requirements of the federal Americans with Disabilities Act of 1990, and the Government Code and the Health and Safety Code of the State of California, relating to access to public buildings and accommodations for disabled persons, and relating to facilities for disabled persons. Cooperator will, at its sole cost, comply with such provisions to the fullest extent of the law with respect to this MOU, the Project, and all related matters.
5. *Non-Discrimination:* The University prohibits discrimination against or harassment of any person in any of its programs or activities on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, age, disability, income derived from a public assistance program, or reprisal or retaliation for prior civil rights activity. UC Policy is intended to be consistent with the provisions of applicable State and Federal laws.
6. *Modification:* This MOU may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least sixty (60) days in advance to allow for negotiation of said proposal.
7. *Dispute Resolution:* Should any conflict arise as the result of this MOU, UCCE Director and Cooperator shall meet to resolve the conflict.
8. *Termination:* Either party may terminate this MOU upon giving sixty (60) days' written notice to the other party.
9. *Electronic Signatures:* This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.
10. *Execution in Counterparts:* This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU on the latest date of execution set forth below.

COOPERATOR

_____

David Pittman, Mayor Date
City of Oroville

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

_____

Robin Sanchez, Director Date
Policies, Compliance and Programmatic Agreements
University of California Agriculture and Natural Resources

Exhibit A: Project Description

I. BACKGROUND

Cooperator is dedicated to preserving and enhancing community spaces for the benefit of residents and visitors. Sank Park ("Garden"), a city owned public park in Oroville, reflects the city's commitment to fostering environmental stewardship, community engagement, and public education. While the nearby C.F. Lott Home has received a "Historic Site" designation from the National Society of Colonial Dames XVII Century, Sacramento Chapter, that designation applies only to the house itself and not to Sank Park. Additionally, neither the house nor Sank Park are listed on state or national historic registers. The Garden serves as a hub for recreational activities and educational programming that support learning and community enrichment.

The University of California Cooperative Extension Master Gardener Program is an educational program designed to teach and extend information to address gardening needs in communities throughout the State of California. The purpose of the UCCE MGP is to identify, train, and develop community volunteers who, through the dissemination and application of horticultural and botanical information and knowledge, will enhance learning and therefore the quality of life for the people of the state of California.

II. RESPONSIBILITIES

1. Cooperator agrees to:
    a. Furnish, supply, and maintain any associated costs, materials or equipment necessary for the Garden.
    b. Provide access to the Premises and classroom space for the Project when available and in consideration of the responsibilities below.
    c. Collaborate with UCCE to develop and implement garden related programs.
    d. Fund utilities for the Garden and any garden related programs.
    e. Provide Park Maintenance Staff to partner with MGP on projects throughout the park.
    f. Provide materials for soil improvement, woodchip mulch, and new plantings.
    g. Removal of green waste from the Garden.
    h. Conduct joint fundraising for specific, approved projects (e.g. fountain restoration, plant replacement, and educational signage). Proceeds will be earmarked to those projects.
    i. Provide historic garden plans to MGP to use as a guideline in Garden revision.

j. Cooperator will be responsible for Garden expenses.

2. MGP agrees to:
    a. Organizationally identify a sustainable structure to support a commitment to and maintain the Garden. (e.g., dedicated coordinator and committee for Sank Park)
    b. Provide an annual calendar of proposed MGP events at an agreed upon date before the start of programming.
    c. Ensure the ongoing maintenance of the Garden, including the care and upkeep of plantings, compost systems, trimmings, and related materials, in a clean, orderly, and functional condition.
    d. Coordinate with UC MGP volunteers and Cooperator Staff to maintain project.
    e. Make no alterations and/or improvements to Garden infrastructure and/or facilities. Requests to make donations to and/or for alterations and/or improvements of Cooperator facilities may be considered following the guidelines established by the Park and Facility Donation Policy.
    f. Collaborate with Cooperator to develop and implement Garden related programs.
    g. Immediately notify Cooperator upon its discovery of any such hazardous conditions affecting the Garden or the facilities located at the Premises.
    h. Comply with all applicable building, occupancy, fire, and safety codes, as well as Integrated Pest Management requirements, but only to the extent such compliance falls within the responsibilities assumed under this MOU.
    i. Collaborate with the Cooperator's Parks, Streets, Trees, Museum, Facilities Manager on development and implementation of garden refurbishment.
    j. MGP will work with the Cooperator to secure grant monies for specific garden projects such as fountain restoration, plant replacement, and educational signage at the Garden.

UCCE is the entity responsible for the MGP in its entirety within its respective county. Program decisions are the responsibility of the UCCE County Director, in consultation with the Master Gardener Program Coordinator.

Decisions regarding the development of the Project are to be made by the MGP coordinator, select Master Gardeners, and City of Oroville Staff with oversight from the UCCE County Director.

With respect to fund raising activities conducted for the benefit of the Project, each organization will share equally in any expenses and/or revenue generated.

It is understood that any and all improvements and/or installations made to the Premises shall be owned solely by the University. Should this MOU be terminated in accordance with the above Item No. VII.8, the University will remove all such improvements and/or installations from the Premises.



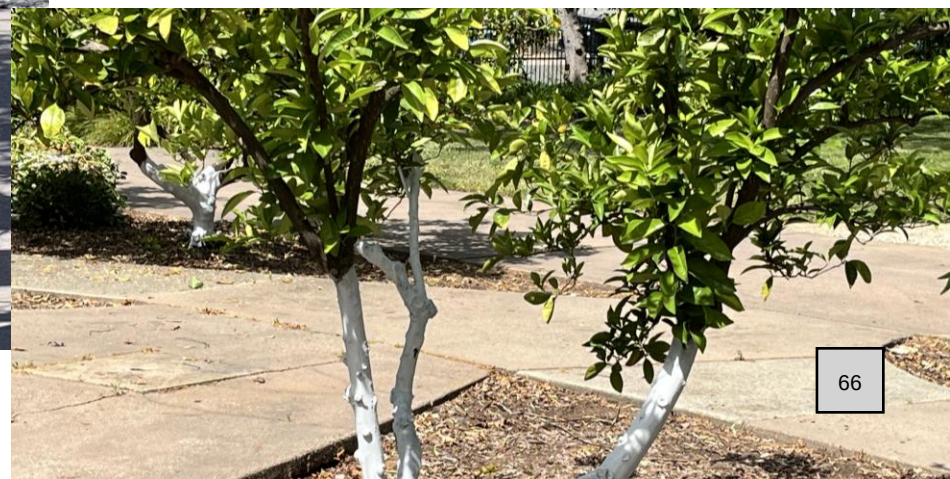
Sank Park Garden Restoration

A Partnership between the City of Oroville Parks Department and Garden Volunteers









Citrus Grove Enhancement

- Plan: Prune out dead wood, water sprouts and suckers. Whitewash trunks. Add organic fertilizer. Top with mulch.

November 2024 – May 2025







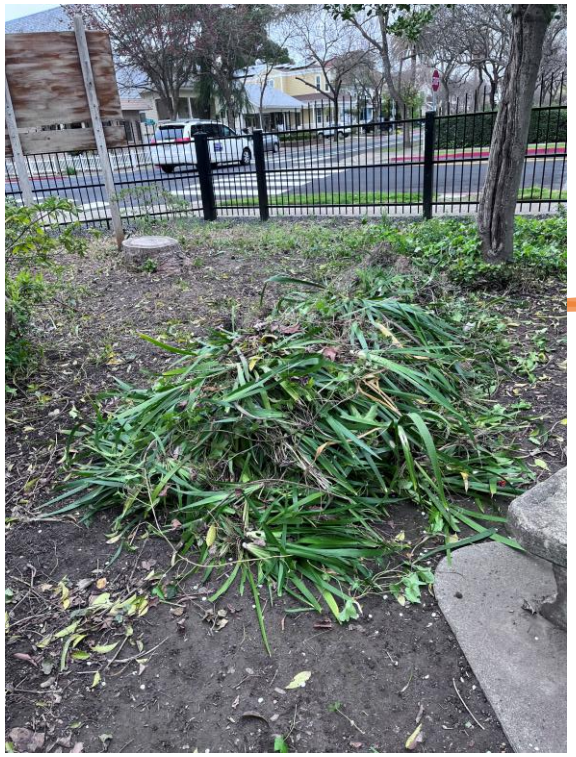


Moon Shaped Dwarf Azalea Bed

Plan: Remove ivy from bed. Plant reblooming dwarf azaleas and gardenias. Add woodchip mulch. Plants provided by the Parks Dept.

January - March 2025

Main Azalea Garden









Plan: Remove invasive iris and “bears’ breeches” from azalea garden. Put down weed paper and mulch. Add mixed azaleas, tallest in the center and shortest around perimeter. Dig carefully to avoid damaging irrigation pipes. Keep in mind location of sprinklers to ensure coverage while not blocking spray. June 2025 ongoing







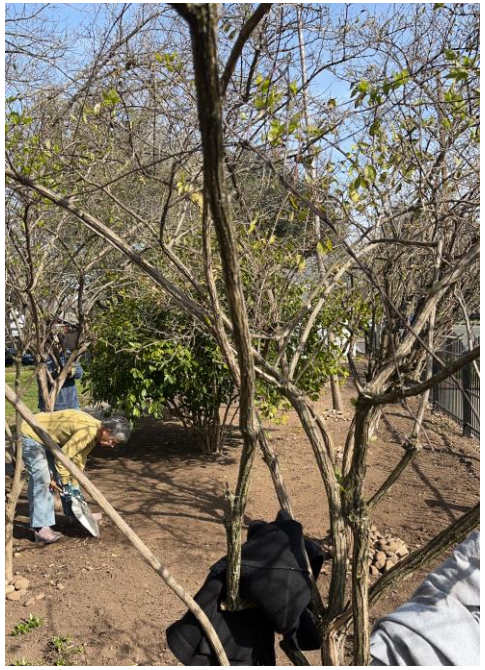
Wedge Shaped Bed Behind Park Sign

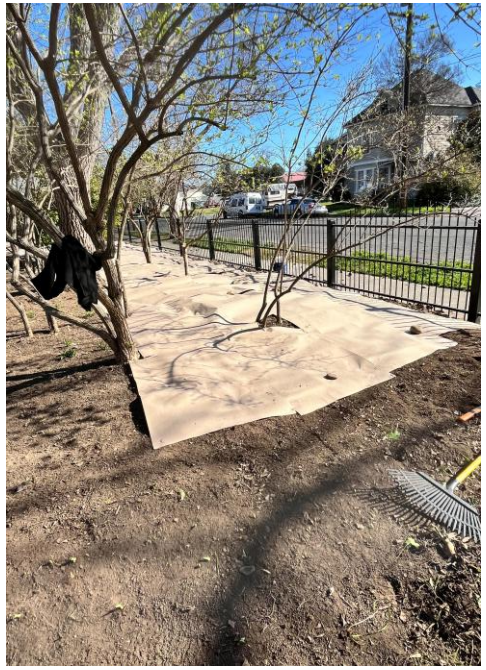
Plan: Grind stump to remove. Add weed paper and wood chip mulch. Clear vegetation around existing sprinklers. Add azaleas if sprinkler coverage allows. Ensure sprinkler coverage of newly planted maple tree. Prune and lift existing azaleas on left side to allow lines of sight and discourage camping. 2025 ongoing

Fourth Street Enhancement

Plan: Remove invasive ivy and bulbs. Cut and dig out volunteer trees. Rake green waste for city to haul off. Spread landscape paper and wood chip mulch.

Winter and Spring 2026 ongoing







Native Plant Bed to Showcase Native Plants in an Urban Setting

Plan: Remove aged out shrubs, trees and ivy with heavy equipment. Repair irrigation system. Add topsoil and level. Spread thick weed paper and cover with mulch. Plan for an Urban Native Plant Garden. Purchase plants and install garden.

Spring-Summer 2026 ongoing









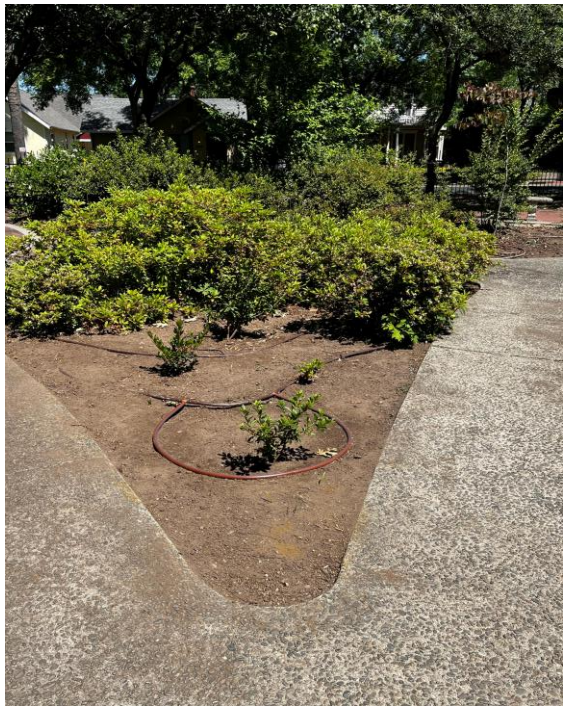
Wedge Shaped Bed

Planting Plan: Remove iris and bulbs prior to adding new plants. Save bulbs. Add crepe myrtle to front center for height, 2-3 azaleas (1-2 color, 1 white) added to front end. One colorful azalea in back left corner. Spread mulch.

Plants provided by City of Oroville Parks Department

Work completed summer 2026











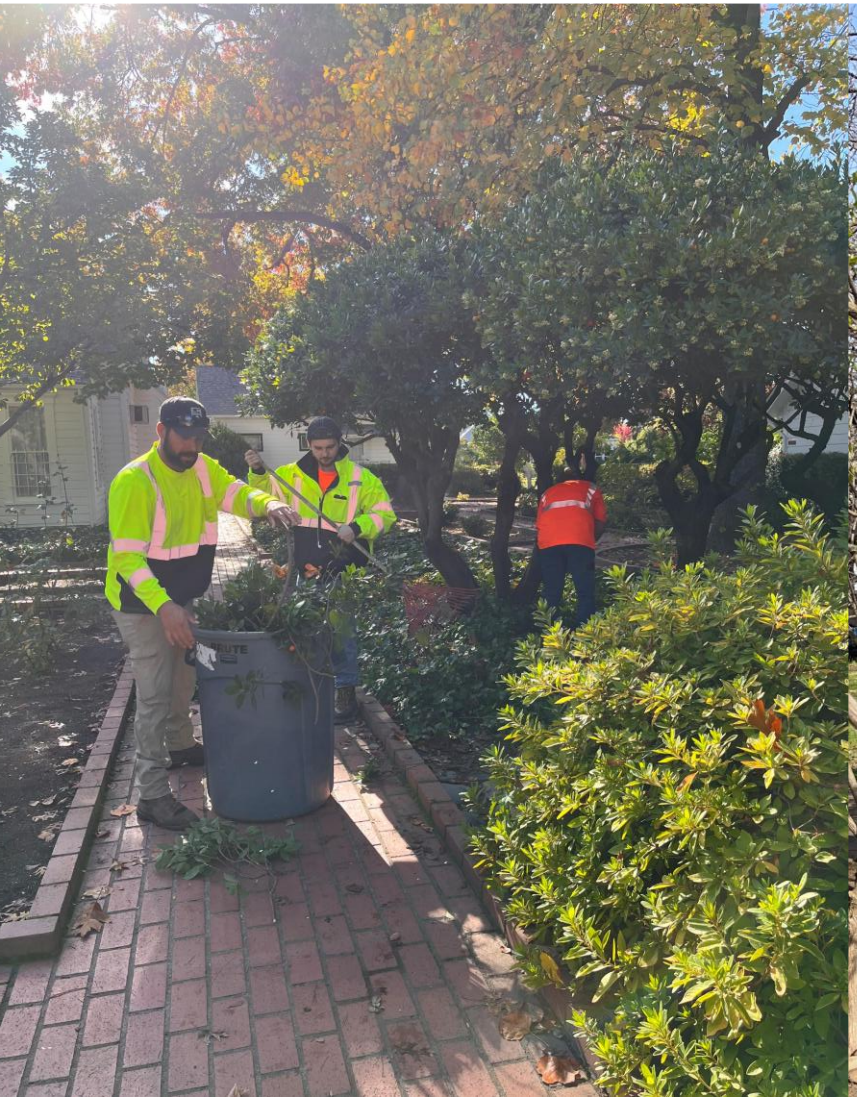


Pollinator Color Garden

Plan: Rake away bark mulch to reveal weed cloth. Cut out weed cloth and enhance drip line as needed. Plant for pollinators. Add wood chip mulch.

June 2026

Project made possible by the City of Oroville Parks Department and Garden Volunteers







CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **TYSON PARDEE, MANAGER**
INFORMATION TECHNOLOGY DIVISION

RE: **CITY SERVER / STORAGE INFRASTRUCTURE UPGRADES**

DATE: **AUGUST 18, 2026**

SUMMARY

The City Council shall consider the purchase of a new server and storage device in the amount of $150,311.62.

DISCUSSION

The City of Oroville Information Technology (IT) department is responsible for maintaining the technology infrastructure. A critical component of infrastructure is the City's server and storage infrastructure which hosts and supports City applications used by all departments.

These applications include core systems such as the Police Department Records Information Management System (RIMS), Geographic Information Systems (GIS), network authentication services, file storage, and the City's local domain environment. Together, these systems enable employees to perform daily operations, support public safety functions, maintain records, and provide services to residents efficiently and securely.

There are a few items within the City's server room that have reached their end of life and need to be replaced. These items include one server and one SAN (data storage device).

The City has been utilizing Dell as a sole source provider for desktops and network infrastructure since 2012. Due to the design needs for the server and SAN, Dell requested that the City work with Re-Design, whom works with Dell on larger projects.

FISCAL IMPACT

Equipment is budgeted and funded through the City's Technology Fee Fund.

ACTION REQUESTED -

AUTHORIZE STAFF TO PURCHASE THE SERVER AND STORAGE DEVICE IN THE AMOUNT OF $150,311.62.

ATTACHMENTS

Server and Storage Quote

OROVILLE, CITY OF (CA)

Storage Refresh

BY:

Lucas Mendez
The Redesign Group
lmendez@redesign-group.com

FOR:
Oroville, City of (CA)

redesign

Storage Refresh

PREPARED BY:

The Redesign Group
Lucas Mendez
lmendez@redesign-group.com

PREPARED FOR:

Oroville, City of (CA)
2055 LINCOLN ST
OROVILLE, CA 95966-5325

QUOTE INFORMATION:

Quote #: Q-41901
Version: 1
Expiration Date: 08/17/2026

DESCRIPTION

Contract: NASPO ValuePoint Computer Equipment, Peripherals & Related Services Dell Marketing L.P. Contract 23026 - CA
Master Contract Code: 23026
Addendum: California NASPO Participating Addendum No. 7-23-70-55-01
Contractor: Dell Marketing, L.P
Master Contract Website:
https://www.delltechnologies.com/asset/en-us/solutions/oem-solutions/legal-pricing/dell-naspo-master-agreement-23026.p

Quote Lines

(1) PowerVault ME5224 Hybrid-Flash Array + 60 Months ProSupport (4 Hour)

SKU	Description	Qty	Net Unit	Net Price
210-BPQQ	PowerVault ME5224	1	$1,506.32	$1,506.32
403-BDPG	25Gb iSCSI 8 Port Dual Controller, ME52xx 2U	1	$6,585.83	$6,585.83
770-BECR	Rack Rails 2U	1	$37.66	$37.66
325-BDDO	ME Series 2U Bezel	1	$31.96	$31.96
450-ALXL	Power Supply, 580W, Redundant, WW	1	$163.61	$163.61
340-DCGF	PowerVault ME5x24 Shipping	1	$37.66	$37.66
389-EERY	PowerVault ME 2U-24, CE Label Marking	1	$0.00	$0.00
719-6368	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	1	$3,624.10	$3,624.10
719-6369	ProSupport 4-Hour 7x24 Onsite Service 3 Years	1	$2,887.79	$2,887.79
719-6373	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	1	$3,379.56	$3,379.56
719-6375	Dell Hardware Limited Warranty	1	$0.00	$0.00

975-3461	Dell Limited Hardware Warranty Extended Year(s)	1	$0.00	$0.00
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	1	$0.00	$0.00
825-8624	Certified Deployment Partner T2	1	$0.00	$0.00
470-AAKS	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meters	4	$75.33	$301.32
400-AEPR	Hard Drive Filler 2.5in, single blank	12	$4.18	$50.16
161-BCDG	2.4TB Hard Drive 12Gbps SAS ISE 10K 512e 2.5in Hot-Plug	4	$608.39	$2,433.56
345-BEMG	1.92TB SSD up to 24Gbps SAS ISE RI 512e 2.5in Hot-Plug 1WPD, AG Drive	8	$7,079.42	$56,635.36
450-AAME	Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	1	$7.61	$7.61
450-AAME	Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	1	$7.61	$7.61
210-BPQT	PowerVault ME524 Storage Expansion Enclosure	1	$2,619.13	$2,619.13
770-BECR	Rack Rails 2U	1	$35.92	$35.92
325-BDDO	ME Series 2U Bezel	1	$30.47	$30.47
450-ALXL	Power Supply, 580W, Redundant, WW	1	$156.02	$156.02
340-DCFY	PowerVault MEx24 Shipping	1	$35.92	$35.92
389-EERY	PowerVault ME 2U-24, CE Label Marking	1	$0.00	$0.00
719-6649	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	1	$3,723.80	$3,723.80
719-6650	ProSupport 4-Hour 7x24 Onsite Service 3 Years	1	$2,942.28	$2,942.28
719-8845	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	1	$1,169.77	$1,169.77
719-8847	Dell Hardware Limited Warranty	1	$0.00	$0.00
975-3461	Dell Limited Hardware Warranty Extended Year(s)	1	$0.00	$0.00
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	1	$0.00	$0.00
825-8624	Certified Deployment Partner T2	1	$0.00	$0.00
400-AEPR	Hard Drive Filler 2.5in, single blank	12	$3.99	$47.88
161-BCDG	2.4TB Hard Drive 12Gbps SAS ISE 10K 512e 2.5in Hot-Plug	12	$580.13	$6,961.56
470-ABNP	12Gb HD-Mini to HD-Mini SAS Cable, 0.5M	2	$40.27	$80.54

450-AALV	Power Cord - NEMA 5-15P to C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	1	$5.80	$5.80
450-AALV	Power Cord - NEMA 5-15P to C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	1	$5.80	$5.80
			Subtotal	**$95,505.00**

(1) PowerEdge 470 Server + 60 Months ProSupport (4 Hour)

SKU	Description	Qty	Net Unit	Net Price
210-BNMR	PowerEdge R470 Server, Enterprise	1	$1,099.63	$1,099.63
321-BLDY	2.5" Chassis with up to 8 Hard Drives (SAS/SATA), Smart Flow, Rear IO, H965i	1	$164.37	$164.37
338-CTBB	Intel Xeon 6 Performance 6737P 2.9G, 32C/64T, 24GT/s, 144M Cache, Turbo, (270W) DDR5-6400	1	$3,421.13	$3,421.13
412-BBKP	Remote heatsink with DIMM blanks	1	$84.48	$84.48
370-AAIP	Performance Optimized	1	$0.00	$0.00
370-BCCX	6400MT/s RDIMMs	1	$0.00	$0.00
780-BCDN	RAID 1	1	$0.00	$0.00
403-BDMY	PERC H965i Controller, Front, DCMHS	1	$2,128.05	$2,128.05
384-BBBL	Performance BIOS Settings	1	$0.00	$0.00
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	1	$0.00	$0.00
384-BDQL	PowerEdge 1U High Performance Silver Fan	1	$129.85	$129.85
450-BDRS	Dual,Redundant(1+1),Hot-PlugMHSPowerSupply,1100WMM(100-2	1	$624.31	$624.31
330-BCWK	Riser Config 6, 2x16 FH Slots (Gen5), 1x16 Onboard OCP	1	$231.46	$231.46
330-BCYD	PowerEdge R470 Motherboard fo RTS 1.1, DAO	1	$0.00	$0.00
780-BCZQ	No OCP Blanks or Cables Required	1	$0.00	$0.00
470-AEYU	No Cables Required	1	$0.00	$0.00
325-BFXF	PowerEdge 1U Standard Bezel	1	$22.92	$22.92
350-BDDK	Dell Luggage Tag for x8 and x10 Chassis	1	$0.00	$0.00
470-BCHM	Rear Filler Blank for BOSS/OCP	1	$0.61	$0.61
611-BBBF	No Operating System	1	$0.00	$0.00

605-BBFN	No Media Required	1	$0.00	$0.00
634-CSGX	OpenManage Enterprise Advanced Plus	1	$183.01	$183.01
634-CSHS	Secure Enterprise Key Manager License 3.0	1	$76.08	$76.08
634-CSHT	Secured Component Verification	1	$30.25	$30.25
634-CSHY	iDRAC10, Enterprise 17G	1	$319.58	$319.58
379-BFXT	Dell Connectivity Client - Disabled	1	$0.00	$0.00
634-CZRP	Dell Connectivity Module 17G	1	$0.00	$0.00
634-CZWJ	Dell Secure Onboarding Client 17G - Disabled	1	$0.00	$0.00
350-BCYJ	Blank Left Ear Module	1	$6.11	$6.11
379-BETE	iDRAC Force Change Password for OCP cards	1	$0.00	$0.00
770-BECD	ReadyRails Sliding Rails (A15)	1	$36.93	$36.93
340-DNSW	PowerEdge Shipping	1	$3.05	$3.05
340-DSBN	PowerEdge R470 Shipping	1	$3.05	$3.05
340-DNSY	PowerEdge 1U Shipping Material	1	$30.25	$30.25
389-FHHX	PowerEdge CCC, No CE Label Marking	1	$0.00	$0.00
713-8356	Dell Hardware Limited Warranty Plus Onsite Service	1	$0.00	$0.00
713-8430	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	1	$1,037.32	$1,037.32
713-8432	ProSupport 4-Hour 7x24 Onsite Service 3 Years	1	$940.97	$940.97
713-8441	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	1	$2,993.55	$2,993.55
975-3462	Dell Limited Hardware Warranty Plus Service, Extended Year(s)	1	$0.00	$0.00
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	1	$0.00	$0.00
900-9997	On-Site Installation Declined	1	$0.00	$0.00
370-BCCZ	64GB RDIMM, 6400MT/s, Dual Rank	4	$6,182.51	$24,730.04
400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD	2	$1,551.94	$3,103.88
450-AALV	Power Cord - NEMA 5-15P to C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	2	$4.89	$9.78

540-BFPV	Broadcom 57414 Dual Port 25GbE SFP28 Adapter, OCP 3.0 NIC +Sec	1	$216.63	$216.63
540-BFXP	Broadcom 57414 25GbE SFP28 Dual Port Adapter, PCIe Full Height +Sec	1	$241.99	$241.99
470-AAGP	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	4	$52.68	$210.72
			Subtotal	**$42,080.00**

Total: $137,585.00

redesign

Storage Refresh

PREPARED BY:

The Redesign Group
Lucas Mendez
lmendez@redesign-group.com

PREPARED FOR:

Oroville, City of (CA)
2055 LINCOLN ST
OROVILLE, CA 95966-5325

QUOTE INFORMATION:

Quote #: Q-41901
Version: 1
Expiration Date: 08/17/2026

DESCRIPTION

Contract: NASPO ValuePoint Computer Equipment, Peripherals & Related Services Dell Marketing L.P. Contract 23026 - CA
Master Contract Code: 23026
Addendum: California NASPO Participating Addendum No. 7-23-70-55-01
Contractor: Dell Marketing, L.P
Master Contract Website:
https://www.delltechnologies.com/asset/en-us/solutions/oem-solutions/legal-pricing/dell-naspo-master-agreement-23026.p

Quote Summary

Quote valid until: August 17, 2026

Description	Price
(1) PowerVault ME5224 Hybrid-Flash Array + 60 Months ProSupport (4 Hour)	**$95,505.00**
(1) PowerEdge 470 Server + 60 Months ProSupport (4 Hour)	**$42,080.00**
Total:	**$137,585.00**
Estimated Tax:	$12,726.61
Estimated Total:	**$150,311.62**

Acceptance and Incorporation by Reference

Acceptance of this Order Form is binding and the above item(s) will be purchased in reliance thereon. All sales are final. After orders are placed, a final invoice will be provided that shall include all applicable taxes and shipping charges not included herein.

This Order Form shall be governed by the cooperative purchasing agreement referenced herein (the "Agreement").

Customer accepts this Agreement upon the earlier of (a) execution of this Order Form by Customer, or (b) attachment of this Order Form to Customer's purchase order and return of the combined document to Redesign. Redesign's written acknowledgment of such purchase order, or commencement of fulfillment, shall constitute Redesign's acceptance, and this Agreement shall be effective as of the earliest of such events. Customer acknowledges, represents, and warrants that (a) it has read and agrees to the terms and conditions identified above, and (b) the individual signing or submitting the purchase order has the express authority to bind Customer to this Agreement.

Any capitalized terms in this Order Form not directly defined are referred to in the Agreement. If there is a conflict between this Agreement and any purchase order, this Agreement and any terms located herein shall control. Any terms and conditions contained in Customer's purchase order that are inconsistent with this Agreement, including any pre-printed terms and conditions, will be ineffective and void, except to the extent such terms are required by applicable law. This Order Form supersedes all prior negotiations, proposals, orders, agreements, and communications between the parties with respect to the matters contained herein.

Pre-Acceptance

To place an order under the Agreement, Customer must attach this Order Form to its purchase order and return the combined document to Redesign. Customer's submission of a purchase order with this Order Form attached shall constitute Customer's offer to purchase the products identified herein under the Agreement. Redesign's written acknowledgment of such purchase order, or commencement of fulfillment, shall constitute Redesign's acceptance, and the resulting order shall be effective as of the earlier of such events.

Customer acknowledges and agrees that pricing, configurations, and estimated lead times reflected in this Order Form are based on current market conditions and current OEM pricing available on the date of issuance. If Customer submits a purchase order after the stated quote validity period, or requests changes to configuration, quantities, or delivery timing before Redesign's acceptance, Redesign may issue a refreshed quotation reflecting then-current pricing, lead times, and configuration availability under the Agreement.

Customer further acknowledges that, in the event of supply constraints affecting the quoted products before Redesign's acceptance, Redesign and the applicable manufacturer may propose functionally equivalent alternative configurations, revised delivery dates, phased fulfillment, or revised scope for Customer's review and consideration in accordance with the Agreement and applicable procurement requirements.

Post-Acceptance

Once Redesign has accepted Customer's purchase order or commenced fulfillment, all further changes to pricing, configuration, scope, quantities, delivery timing, or related commercial terms shall be handled solely through the mechanisms permitted by the Agreement and applicable procurement requirements, including, as applicable, amendment, change order, catalog refresh, or other formally documented modification process.

Nothing in this Order Form or in any customer-facing market conditions notice shall be construed to create a unilateral right for Redesign to reprice an accepted order, substitute products without Customer's approval, or otherwise alter the terms of an accepted order except as expressly permitted by the Agreement or by a mutually agreed written modification.

If supply constraints, OEM discontinuance, allocation limits, or documented market changes materially affect Redesign's ability to fulfill the accepted order as originally quoted, Redesign will notify Customer promptly and work in good faith to identify alternatives that align with Customer's technical requirements, budget parameters, and procurement obligations. Such alternatives may include revised delivery dates, functionally equivalent substitute configurations, phased delivery, partial cancellation of affected line items, or revised pricing where contractually permitted.

Any post-acceptance modification to an accepted order must be documented in writing and approved in accordance with the Agreement and Customer's applicable procurement rules.

This Order Form does not modify, supersede, or amend the Agreement. All pricing, availability, fulfillment, and post-acceptance changes remain subject to the terms of the Agreement, including the applicable not-to-exceed pricing structure, discount framework, and procurement requirements established thereunder.

Is a PO Required?

☐ Yes – PO#_____ ☐ No

THE REDESIGN GROUP		OROVILLE, CITY OF (CA)	
Signature:	_____	**Signature:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

The Redesign Group

redesign-group.com

The Drala Proje
222 Pacific Coast Highway, Floor 10
El Segundo, CA 90245

Set a new *standard.*

CITY OF OROVILLE
STAFF REPORT

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

FROM: **TIM KABER, DIRECTOR OF PUBLIC WORKS**

RE: **AMENDMENT TO AGREEMENT NO. 3546, FOR THE DESIGN OF THE TABLE MOUNTAIN BLVD/WASHINGTON AVE COMPLETE STREETS PROJECT**

DATE: **AUGUST 18, 2026**

SUMMARY

The City Council shall consider an amendment to Agreement No. 3546 with Mark Thomas and Company for project design work related to the Table Mountain Blvd/Washington Ave Complete Streets project.

DISCUSSION

The City executed the contract for the design of the Table Mountain Blvd/Washington Ave Complete Streets project with Mark Thomas and Company on May 6th, 2025. The design was funded for the available project budget of $2,500,000 in Congestion Mitigation and Air Quality (CMAQ) funds provided by the Butte Council Association of Governments (BCAG). This funding allowed the City to contract for 60% of the design effort.

BCAG was able to secure additional CMAQ funding in August of 2025 with the intent for the design to reach the 100% stage and through the construction bid process.

The project has now reached the 60% design phase and the funding for the effort for the next phase is quantifiable. 100% design of this project is required for the ATP Grant, as we stated in our application that we would have the 100% design ready for construction.

FISCAL IMPACT

There is no fiscal impact associated with this modification. This contracting effort is within the current CMAQ funding available.

ACTION REQUESTED -

APPROVE THE AGREEMENT NO. 3546-1 AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Original agreement No. 3546
Amendment to Agreement – Agreement No. 3546-1
Exhibit A – Price Proposal and Scope of Work for the Modification

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CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES
Agreement No. 3546

This Agreement is made on this 6th day of May, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Mark Thomas & Company, Inc., 701 University Avenue, Suite 200, Sacramento, CA 985825 (hereinafter referred to as the "CONSULTANT").

The Project Manager for the "CONSULTANT" will be Daniel Blomquist.
The Contract Administrator for the City will be Alyssa Stutz.

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CITY conducted an RFP issued in January, 2025, and selected CONSULTANT as the preferred service provider;

C. The CONSULTANT is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONSULTANT, mutually agree as follows:

1. SERVICES.
The CONSULTANT shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

1.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

1.2 CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

1.3 This AGREEMENT provides for visits to the site as needed, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

1.4 The method of payment for this AGREEMENT will be based on lump sum for each Task as described in "Exhibit B". The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there

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is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on May 6, 2030 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONSULTANT shall be compensated in an amount not to exceed $2,439,998.51 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth, CITY shall have the right to delay payment or terminate this AGREEMENT.

4.1 Invoices shall detail the work performed on each milestone, on each task as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the CITY.

4.2 If the CITY fails to pay promptly, the CITY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the CITY shall act in accordance with both of the following:

(1) The CITY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The CITY must return any payment request deemed improper by the CITY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

4.3 PROMPT PAYMENT CERTIFICATION

CONSULTANT must submit Exhibit 9-P to the CITY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report

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"no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The CITY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The CITY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

5. CONTRACT ADMINISTRATION.

5.1. The CITY's Representative. Unless otherwise designated in writing, Alyssa Stutz, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONSULTANT shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONSULTANT, Daniel Blomquist, shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONSULTANT. The Manager-in Charge shall not be replaced without the written consent of the CITY.

5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONSULTANT upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONSULTANT as necessary to facilitate performance of the services.

5.4. Personnel. The CONSULTANT represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the CONSULTANT's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONSULTANT to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party sixty (60) days' written notice of such termination. In the event of such termination, the CONSULTANT shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONSULTANT to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the

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CONSULTANT shall be responsible for any additional costs incurred by the CITY in securing the services from another CONSULTANT.

6.3 Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

6.4 CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

6.5 Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

7. INDEMNIFICATION.
With all matters related to Design Professional Services, as defined by California Civil Code 2782.8, CONSULTANT shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with CONSULTANT's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of CONSULTANT's negligent or wrongful performance under this Agreement, CONSULTANT shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility of attorney's fees, expert fees and all other costs and expenses of litigation. CONSULTANT shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

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• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by CONSULTANT and any of its officers, agents employees and subCONSULTANTs.

8. INSURANCE REQUIREMENTS.

8.1. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONSULTANT shall require any and every subCONSULTANT to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subCONSULTANT's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for CITY. This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement.

Prior to commencement of the work described herein, CONSULTANT shall furnish CITY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to CITY.
2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That CITY will not be responsible for any premiums or assessments on the policy.

CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

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8.1.2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONSULTANT or CONSULTANT's employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT's operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subCONSULTANTs, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONSULTANT also agrees to require all CONSULTANTs, and subCONSULTANTs to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy

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limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subCONSULTANTs to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT's behalf upon the CONSULTANT's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONSULTANT shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

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9. ASSIGNMENT AND SUBCONTRACTING.
The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONSULTANT shall be fully responsible to the CITY for all acts or omissions of the subCONSULTANT. Nothing in this Agreement shall create any contractual relationship between the CITY and subCONSULTANT 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 subCONSULTANT other than as otherwise is required by law.

9.1 Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.

9.2 The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

9.3 Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

9.4 CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

9.5 Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.

9.6 Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

9.7 Prompt Payment of Withheld Funds to Subconsultants
No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONSULTANT shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. Taxes. The CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent CONSULTANT relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent CONSULTANT status of the CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent CONSULTANT relationship between the CITY and the CONSULTANT, then the CONSULTANT agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONSULTANT shall fully comply with the workers' compensation law regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the

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CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONSULTANT represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONSULTANT to practice its profession. The CONSULTANT represents and warrants to the DISTRICT that the 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 legally required of the CONSULTANT to practice its profession.

10.4 The CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.

10.5 Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

10.6 Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the CITY. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.

10.7 CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

10.8 No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10.9 The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

10.10 The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to

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CITY. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

11. CONFLICT OF INTEREST.
The CONSULTANT confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONSULTANT shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.
The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

12.1 During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

12.2 CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

12.3 CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

12.4 CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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12.5 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

12.6 The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

12.7 The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

12.8 CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

13. RECORDS AND AUDITS.
The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONSULTANT for a period of three years after the expiration of this Agreement.

13.1 Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY Finance Department.

13.2 Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY's Finance Department of unresolved audit issues. The request for review will be submitted in writing.
13.3 Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

13.4 CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT

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audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

13.5 CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:
   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph 13.5, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 13.5.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

14. OWNERSHIP OF DOCUMENTS.
except the CONSULTANT's notes and workpapers, copyright and IP which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT. Consultant shall grant CITY an irrevocable, non-exclusive, non-transferable, royalty-free license to use the Proprietary Intellectual Property developed under this Agreement. CITY shall indemnify, defend and hold harmless Consultant for any use or re-use of said final professional work product for any other purpose than its original intended use. Any use or re-use for another project or project location shall be at CITY's sole risk. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONSULTANT.
The CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY. By executing this Agreement, CONSULTANT confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONSULTANT is understood to be outside

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the scope of the usual course of business carried out by the CITY; and C) that CONSULTANT is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

15.1 If CONSULTANT, at any time comes to believe that they are an employee and not an independent CONSULTANT, CONSULTANT shall immediately notify the CITY of such belief. All work to be performed by CONSULTANT under this Agreement shall be immediately suspended. CONSULTANT agrees to indemnify and hold harmless the Company from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such claims arise out of or are based upon the CONSULTANT's designation as an independent CONSULTANT and not as an employee of the Company. CONSULTANT waives any right to recover from the Company any expenses or losses, including but not limited to those arising from claims that CONSULTANT was misclassified as an independent CONSULTANT unless such indemnification is prohibited by law. In the event CONSULTANT notifies CITY of a purported misclassification, the CITY may elect to immediately terminate this Agreement.

16. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES
Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

16.1 For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

16.2 Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

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2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

17. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

18. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

18.2 The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

19. DEBARMENT AND SUSPENSION CERTIFICATION

The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

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2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

19.1 Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

19.2 Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION
CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

20.1 CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

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CONSULTANTs who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

20.2 The goal for DBE participation for this AGREEMENT is 21%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

20.3 CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

20.4 Contract Assurance

Under 49 CFR 26.13(b):
CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying CONSULTANT from future proposing as non-responsible

20.5 Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

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After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the CITY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the CITY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the CITY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the CITY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The CITY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

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Replacement of DBE Subconsultants

After receiving the CITY's written authorization of DBE termination request, CONSULTANT must obtain the CITY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the CITY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of CITY's authorization to terminate the DBE. CONSULTANT may request the CITY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
    - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the CITY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports CONSULTANT's GFE

The CITY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

20.6 Commitment and Utilization

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The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1 -tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold $10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.
In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

20.7 Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

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CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the CITY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the CITY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.
CONSULTANT must notify the CITY immediately if they believe the DBE may not be performing a CUF.

The CITY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional CITY evaluations. The CITY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The CITY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the CITY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the CITY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of CITY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters

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- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the CITY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. CITY may deny payment for the noncompliant portion of the work. CITY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. CITY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the CITY's approval. The CITY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

20.8 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

20.9 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

20.10 CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

20.11 If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.

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20.12 For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.
For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the CITY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

20.13 Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

21. FUNDING REQUIREMENTS
21.1 It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

21.2 This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

21.3 It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

21.4 CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

22. DISPUTES
22.1 Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.
Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

22.2 Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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22.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

23. SAFETY

23.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

23.2 Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

23.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

24. TITLE VI ASSURANCES – APPENDICES A-E of the TITLE VI ASSURANCES

APPENDIX A

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

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

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by

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CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT 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 recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of

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Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases

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add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the

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facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

25. NOTICE.
All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:
City of Oroville,
1735 Montgomery Street,
Oroville, California, 95965
Attention: City Administrator

CONSULTANT:
Organization Name
Street Address,
State ZIP
Attention: _____

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

27. ENTIRE AGREEMENT; MODIFICATION.
This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

28. WAIVER.
Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

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29. 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.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement the 6th day of May, 2025.

CONSULTANT:

DocuSigned by:
Matt Brogan
BB7CAF32168B473...

Matt Brogan
{Name, Title}

CITY OF OROVILLE:

Signed by:
Brian Ring
82AF007790504AE...

Brian Ring, City Administrator

APPROVED AS TO FORM:

Signed by:
C11D4ADE4840414...

Scott Huber, City Attorney

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES
MODIFICATION to Agreement No. 3546

This Agreement Modification is made on this ___th day of _____, 2026, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Mark Thomas & Company, Inc., 701 University Avenue, Suite 200, Sacramento, CA 98582 (hereinafter referred to as the "CONSULTANT").

Agreement No. 3546 is hereby modified by the following updates. The rest of the Agreement remains unchanged and in force.

The Contract Administrator for the City will be Tim Kaber.

RECITALS

4. PAYMENT FOR SERVICES.

The CONSULTANT shall be compensated in an amount not to exceed $939,357.29 for services provided pursuant to this Modified Agreement as described in "Modification Exhibit A." The total compensation for the original contract plus this modification shall not exceed $3,379,355.80. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth, CITY shall have the right to delay payment or terminate this AGREEMENT.

5. CONTRACT ADMINISTRATION.
5.1. The CITY's Representative. Unless otherwise designated in writing, Tim Kaber shall serve as the CITY's representative for the administration of the project. All activities performed by the CONSULTANT shall be coordinated with this person.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2026.

CONSULTANT:

_____
Matt Brogan, Principal + Executive Vice President, Mark Thomas & Company

CITY OF OROVILLE:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

SCOPE OF WORK - PHASE 2

TASK 1. PROJECT MANAGEMENT AND COMPLIANCE

Task 1.1. Project Management

Mark Thomas will provide ongoing general project management for this project, including coordinating subconsultant activities and submittals. General project management will also include organizing and maintaining files and records to track correspondence, contractual matters, data requests, transmittals and other pertinent data. Mark Thomas will prepare monthly invoices including a monthly progress report and budget spreadsheet that will show current and previously billed tasks.

Mark Thomas will coordinate design activities with subconsultant team members and stakeholders through regular communication via telephone calls, emails and other correspondence. We will also prepare, update, maintain and distribute a Critical Path Method (CPM) schedule for task order activities. Schedule updates will be distributed on a monthly basis at a minimum. The initial schedule will be prepared for and approved by City Staff at the outset of the project. The duration of the Phase 2 project is 6 months to prepare 90% design packages and to provide support for additional grant funding applications, public outreach efforts, environmental permitting and utility relocations. A subsequent scope of work and fee for Phase 3 will be prepared to include preparation of 100% design, right of way acquisition, and support during the bidding and construction phases of the project.

Mark Thomas will identify potential risks that could impact the project's schedule, budget, or scope. Mitigation strategies will be developed to minimize or eliminate potential impacts, ensuring project continuity and efficiency. All identified risks, assessments, and mitigation measures will be documented in a Risk Register for ongoing monitoring and management throughout the project lifecycle.

Task 1.2. Meetings

Mark Thomas will attend a kick-off meeting for Phase 2 and monthly coordination meetings with the City as needed. In general, it is assumed these meetings will be attended via Microsoft Teams or another web based meeting application. Coordination check-in meetings will include representatives from Mark Thomas, City Staff and other stakeholders as directed by the City. This task includes preparation of loose agendas and a log of action items. The project CPM schedule identified below will be distributed and reviewed during coordination meetings along with updates on various activities. Project development team (PDT) meetings with multiple project team, City staff and stakeholders may take the place of the monthly coordination meetings when needed.

Mark Thomas will coordinate and attend up to ten (10) coordination meetings with the City and other agencies (i.e., Caltrans, State Department of Water Resources (DWR), and BCAG) to resolve technical issues.

Mark Thomas will participate and provide support for public workshops, property owner meetings, and City Council presentations as included elsewhere in this Scope of Work.

Task 1.3. Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design

development for intermediate submittals, identification of required plan checks, design checklists, and methods of project documentation. Our QC/QA Manager will implement and maintain these quality control procedures during the preparation of plans and documents throughout design.

Task 1.4. Stakeholder Database and Outreach Management

As a subconsultant to Mark Thomas, AIM will attend a Phase 2 project kick-off meeting and up to 6 project team meetings. Other project management tasks may include providing strategic advice and counsel, attending other project-related meetings, monitoring team communications, and reviewing project materials and reports.

AIM will develop and maintain a property owner/stakeholder database throughout the project. This database will include stakeholder names, contact information, the preferred method of contact, and potential key concerns and/or areas of project interest. AIM will work with the city to identify key stakeholders and property owners as needed. AIM will document and respond to all electronic inquiries through email and social media channels.

Brochures, Fact Sheets, and flyers can be issued to educate the community about the project, advertise all activities and meetings, and provide notification of upcoming construction events. AIM will develop all materials utilizing a template consistent with the project brand, which can be easily updated, printed, and/or distributed electronically and placed on the project webpage. All materials will be translated into English, Spanish, Russian, and Ukrainian.

AIM will prepare and mail project information flyers to properties and tenants in the vicinity of the project up to one (1) time during the project development to update the constituents of the project. The mailer will include, but is not limited to, project description, aesthetics, access issues, schedule, anticipated date for public meetings, and schedule. AIM will mail the postcard to residences and property owners in the vicinity identified by the City.

Task 1.5. Public Workshops

AIM will coordinate and facilitate up to four (4) in-person public outreach meetings to the local community and adjacent residents and businesses. These stakeholders will be contacted early in the project development so that the appropriate modifications to the project can be included in the design. AIM proposes two (2) pop-up meetings and two (2) community/public meetings.

Key issues to address during the public meetings:

- Provide a project design update and any associated impacts
- Gather feedback on design
- Provide an update on the construction phase

Pop-up workshops can provide an opportunity to advertise the major touchpoints and to get early input before each engagement event. It's also an effective technique to meet the community where they are already gathering. Each pop-up workshop will occur at a community destination, local event, or high pedestrian key shopping center. AIM recommends one round of up to two (2) pop-up events during the final design.

AIM will plan, provide all supplies, and coordinate all logistics for up to two (2) pop-up workshops. AIM will develop engagement activities, board displays, interactive community engagement activities, informational fact sheets and brochures, and comment cards.

AIM will develop meeting content and format, coordinate logistics, and facilitate up to two (2) community-wide in-person workshops. AIM will develop informational materials regarding the project for the meetings. AIM will record all

comments and questions from the meeting and respond when appropriate while developing an FAQ list for the website. Attendees will be asked to sign in and provide their contact information and will be added to the notification distribution list. AIM will compile a meeting summary within 2 weeks of each meeting.

Notifications for Community Workshops (2): AIM will coordinate with the City of Oroville and the project team to ensure that each workshop is well-advertised. In addition, AIM will work with the City's existing communication channels to disseminate project information and ensure that the community is informed throughout the project's duration. AIM will provide content to the City for posting to the project webpage, calendar, and social media channels.

Task 1.6. City Council Presentations

[No Additional Tasks This Phase]

Task 1.7. Funding Application Support

Included within this scope of work for Phase 2, Mark Thomas will provide support to the City to obtain Active Transportation (ATP) funding for the Lincoln Boulevard Corridor project. This will include preparation of a concept design and cost estimate, community engagement, and grant application development.

Task 1.7.1. Management and Meetings

Mark Thomas will coordinate directly with City staff and manage the internal project team to deliver the ATP Cycle 8 grant application. The team will track schedule, documentation needs, ATP portal components, and deliverables to ensure timely, accurate, and compliant submissions.

Mark Thomas will hold bi-weekly calls throughout the project's duration. The first meeting will serve as a project kick off meeting. Subsequent meetings.

Task 1.7.2. ATP Grant Narrative

Narrative Development:

Mark Thomas will prepare all required Part A and Part B ATP narrative responses for the Project including:

Part A – General Project Information

- Project scope summary for the Lincoln Boulevard Corridor improvement
- Quantified improvement outputs (linear feet of roadway reconfiguration, bikeways, sidewalks, crossings, and intersection treatments)
- Project location description and coordinates
- Census tract identification
- Past adjacent and related corridor projects
- Project schedule by phase
- Funding plan and ATP funding request

Part B – Scoring Narrative Responses

- Benefits to Disadvantaged Communities (DAC methodology and documented community impacts)
- Need and connectivity, including network gap closures and access to schools, transit services, employment centers, and community destinations
- Safety risk analysis using bicycle and pedestrian collision data
- Public participation and planning consistency
- Scope consistency and cost effectiveness

- Context-sensitive and innovative corridor design elements

Mark Thomas will deliver draft and final narrative responses for City of Oroville review and will incorporate feedback to produce a final ATP narrative that is fully compliant with ATP guidelines and responsive to all evaluation criteria.

Maps & Exhibits:

Mark Thomas will prepare draft and final maps and visual exhibits required to support the ATP grant application for the Lincoln Boulevard Corridor Project and demonstrate compliance with eligibility screening and scoring criteria. All exhibits will be formatted for ATP portal upload and checklist requirements. This task will include preparation of:

- Project Location Map showing Lincoln Boulevard Corridor limits in relation to City boundaries
- Network Connectivity and Gap Closure Maps identifying new routes, closed gaps, barriers removed, and connections to schools, transit services, employment centers, and community destinations
- Disadvantaged Community (DAC) Maps with clearly labeled census tracts and access points consistent with ATP-approved equity identifiers
- Safety Analysis Maps and Exhibits, including bicycle and pedestrian collision heat maps, project-area collision summaries, and documented hazard locations
- Photographs of Existing Conditions documenting current safety, accessibility, and operational deficiencies addressed by the project

All exhibits will be coordinated with narrative responses and PE-level cost development to ensure scope consistency, cost effectiveness, and scoring alignment.

Supporting Technical Documentation:

Mark Thomas will prepare and compile all technical documentation and supporting materials required to meet ATP Cycle 8 eligibility screening requirements for the Project. Documentation will be developed to maximize scoring across equity, safety, funding completeness, air quality benefit, and project readiness criteria. This task will include:

- DAC Technical Documentation, including census tract identification, CalEnviroScreen, Healthy Places Index, ACS income data tables, and narrative documentation demonstrating direct corridor benefits to DAC
- Safety Analysis and Supporting Exhibits, including bicycle and pedestrian collision summaries, TIMS heat maps or equivalent local safety data, and identification of documented hazards addressed by roadway reconfiguration, bicycle facilities, and intersection improvements
- Air Quality Benefit Support Documentation, including documentation of congestion reduction strategies, mode shift potential, and qualitative emissions-reduction benefits consistent with programming requirements
- Project Funding Documentation, including PE-level cost estimates, ATP funding request tables, and supporting financial documentation
- Project Readiness Materials, including delivery schedule by phase, environmental status documentation (if available), right-of-way considerations, and leveraging commitment documentation All materials will be coordinated with narrative responses, cost development, and mapping exhibits to ensure consistency across scope, cost, schedule, air quality justification, and scoring criteria.

Letters of Support:

Mark Thomas will prepare draft and final letters of support templates aligned with ATP evaluation criteria and the Lincoln Boulevard Corridor Project benefits, including corridor safety improvements, active transportation connectivity, congestion reduction, and community access enhancements. Mark Thomas will coordinate directly with the City partner agencies, community organizations, schools (if applicable), transit providers, public health organizations, and other corridor stakeholders to request and secure signed letters of support.

Once received, Mark Thomas will compile all letters into a formatted appendix with a cover sheet identifying participating stakeholders for inclusion in the ATP application.

Task Deliverables:

- Draft ATP grant narrative
- Final ATP grant narrative
- Draft supporting technical documentation package for review
- Final ATP-compliant technical exhibits and readiness materials
- Draft letter of support template
- Final letter of support template
- Compiled stakeholder letters with cover sheet

Task 1.7.3. Concept Design and Cost Estimate

Concept Design:

Mark Thomas will prepare concept design for one (1) design alternative. The conceptual design will include layout plan and typical cross section of existing and proposed conditions. The concept design will meet the ATP guideline requirements and will include:

- North arrow and scale
- Layout sheet(s) on readily available aerial showing project length, right of way data from readily available sources, and improvements with notes depicting widths
- Typical cross sections for the existing and proposed condition including vehicle lane widths, sidewalk and/or bikeway widths, and right of way.
- Street labels

Cost Estimate:

Mark Thomas will prepare preliminary cost estimates for the Project using the ATP cost estimate template. Cost estimates will be developed based upon the concept design. The cost estimates will include support costs for environmental clearance, final design, right of way, and construction and capital costs for right of way and construction.

Task Deliverables:

- Draft and final concept design
- Draft and final cost estimate

Task 1.7.4. Application Packaging and Submission

Application Packaging:

Mark Thomas will assemble all ATP Cycle 8 application components for the Project into a complete, compliant submission package in accordance with ATP portal requirements and the Application Checklist. This will include verifying that:

- All narrative responses are complete and aligned with ATP scoring criteria
- All required maps, corridor layout plans, cost estimates, exhibits, and supporting documentation are included
- Funding tables, programming documentation (as applicable), PPR, schedules, and signature pages are complete
- DAC documentation and safety analyses meet ATP eligibility screening requirements

Mark Thomas will prepare a complete draft application package for City of Oroville review, incorporate comments, and finalize all materials for ATP portal upload.

Grant Submission:
Mark Thomas will support final ATP Cycle 8 portal upload and conduct a pre-submittal compliance review to confirm that all checklist items have been satisfied and that the application is complete, accurate, and ready for submission by the ATP program deadline.

TASK 1 DELIVERABLES:

- Monthly progress reports and invoices (up to 6)
- Monthly CPM schedule updates (up to 6)
- Monthly Project Coordination Meeting Attendance (up to 6 meetings)
- Stakeholder Meeting Attendance (Up to 4 meetings)
- QC/QA Checklist (at milestone submittals)
- Maintain Property Owner/Stakeholder Database
- Communication Collateral and Direct Mail (Up to 1)
- Pop-up Workshop Plan and Materials (Up to 2 events)
- Community Workshop/Public Meetings (Assume 2 events)
- Maintain Risk Register (Updated at project milestones)
- Draft ATP Cycle 8 application package for City review
- Final ATP-compliant application package

TASK 2. DATA COLLECTION

Task 2.2.5. Supplemental Topographic Surveys

Mark Thomas has allocated up to three (3) days (at 10 hours per day) of field crew time to conduct additional supplemental topographic surveys and collect data on above ground surface visible utilities and manhole structure inverts and flow direction along the project corridor. Surveys are necessary to capture conforms to existing conditions that fall outside the assumed project limits due to the incorporation of roundabouts to the design. From the supplemental topographic survey Mark Thomas will compile a topographic base map of the project corridor and create a surface, complete with break lines, to be used for design.

TASK 3. ENVIRONMENTAL STUDIES AND DOCUMENTATION

Task 3.4. Environmental Permitting

Due to site conditions and changes to the extent of the project site to accommodate roundabouts, aquatic features that are categorized as waters of the state will be impacted and therefore the need to develop and acquire permits for the State Waterboard and California Department of Fish and Wildlife is required. To fulfill the conditions of the permit application Gallaway will work with the project team and regulatory agencies to identify acceptable compensatory mitigation solutions.

Also included in this request are the direct costs of fuel for travel and the records search fees for ICFs efforts, that were not included in the original cost proposal fee. Gallaway will provide the following tasks:

Task 3.4.1. Clean Water Act & 401 Regional Water Quality Board Certification Facilitation

Gallaway Enterprises will prepare the §401 permit application for a Water Quality Certification from the RWQCB. The submittal will include the current §401 Certification application form, the RWQCB fee calculator spreadsheet, an alternatives analysis (see below), a copy of information that will be submitted as part of the §404 permit application, and CEQA Compliance/Notice of Determination.

Pre-application consultation will be conducted to determine if any additional information will be required by the RWQCB. If any additional information is determined to be required by the RWQCB (information to augment the alternatives analysis), re-scoping may be necessary. Gallaway Enterprises will serve as the Client's representative during the application review process. Fees and scope for this task are based on current regulations in effect on the date of this proposal. If the RWCQB requests additional information after submittal of the permit, a re-scope will be required. The application must also demonstrate the project is the Least Environmentally Damaging Practical Alternative (LEDPA).

To determine the LEDPA, the applicant must conduct an alternative analysis that involves a review of both off-site and on-site alternatives (depending on the level of impacts) to demonstrate that the proposed project is the LEDPA. It's our assumption that the project fit within the Tier 1 level of impacts and associated analysis. The Client will be responsible for all RWQCB application fees, which are not included in this proposal.

Task 3.4.2. Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife

Under the assumption that there are impacts to aquatic features and/or vegetation that are regulated by CDFW, Gallaway Enterprises will prepare the §1602 Streambed Alternation Agreement (SAA) application for submittal to CDFW via the Environmental Permit Information Management System (EPIMS) portal. The CDFW requires that construction drawings, as applicable, are a minimum of 60% complete and must accompany the permit application. Prior to submission of the permit application, Gallaway Enterprises may need to conduct a site visit with CDFW to assure that all desired information is included in our submittal. The cost of one site visit is included in our estimate. The submittal typically includes the §1602 SAA application form, copies of the USACE and RWQCB permit applications, and CEQA Compliance/Notice of Determination. Gallaway Enterprises will serve as the client's representative during the application review process. Our cost estimate and scope for this task are based on current regulations in effect on the date of this proposal. The client will be responsible for all CDFW application and mitigation fees, which are not included in this proposal.

Task 3.4.3. Compensatory Mitigation Facilitation

In order to fulfill the terms and conditions of the 404, 401 and 1602 permits and agreements, compensatory mitigation will likely be required. Gallaway Enterprises will work with MTCO and the City of Oroville to identify available options to purchase credits which may be in the form of a private mitigation bank, proponent sponsored mitigation or the National Fish and Wildlife Foundation (NFWF).

TASK 3 DELIVERABLES:

- 401 Pre-Application and Permit Application
- Alternatives Analysis
- 401 Permit Application
- 1602 SAA Application Submitted via EPIMS
- Coordinating compensatory mitigation purchases

TASK 4. UTILITY COORDINATION

Task 4.3. Misc. Utility Documentation

Mark Thomas will prepare a Report of Investigation and Notice to Owner for each utility company with facilities in the project limits following Chapter 14 of the Caltrans LAPM. Mark Thomas will coordinate with Caltrans District Utility Coordinator for review and approval prior to sending documents to the utility owners. Mark Thomas will prepare any required utility agreements if funds are exchanged or the City is liable for any portion of the relocations. Mark Thomas will also complete the utility portion of the right-of- way certification.

Task 4.5. Additional Potholing of Utilities

Additional utility potholing is required to identify potential conflicts with underground facilities and allow for advance coordination for design and scheduling of utility relocations needed by others (i.e., PG&E and AT&T) to construct the project improvements. Potential conflicts requiring the raising/lowering or relocation of existing utilities include the relocation and reconstruction of existing storm drain facilities, and relocating or adjusting utility boxes and covers to grade for new sidewalks and medians. Mark Thomas will select and utilize a qualified potholing company to provide positive horizontal location and verification of depth of existing subsurface utilities at locations identified as potential conflict points with the project.

As part of the scope of services for Phase 1, Mark Thomas has engaged a potholing company to conduct 40 potholes. As part of this scope or services for Phase 2, Mark Thomas will perform potholes as part of this scope of services. For budgetary purposes, we have estimated potholes at up to 25 locations. Based on the quoted cost for potholes conducted with Phase 1, it is assumed that each pothole will cost $2,400 with needed traffic control and pavement restoration. Positive verification of existing utilities will still need to be conducted by the Contractor at the start of construction to verify the locations and depths of existing facilities.

Mark Thomas shall task a field crew to survey the location of potholed utilities and provide the horizontal and vertical location of the reference points set by others (potholer). This data will be updated in the utility base map and provided to the engineering team to facilitate design. It is assumed that field crews will mobilize after all potholes have been completed.

TASK 4 DELIVERABLES:

- Report of Investigation (ROI)
- Notice to Owner (NTO)
- Utility Agreements
- Right-of-way Certification (Utilities)
- Utility Potholes and Reports (Up to 25)

TASK 5. RIGHT OF WAY PHASE & DETERMINATION

[No Additional Tasks This Phase]

TASK 6. PRELIMINARY ENGINEERING STUDIES

[No Additional Tasks This Phase]

TASK 7. DESIGN AND CONSTRUCTION PREPARATION

Our scope of work encompasses civil, structure, landscape, and electrical design to prepare plans, specifications, and estimates (PS&E) for use by the City in bidding the improvements for construction.

As part of Phase 1, Mark Thomas is preparing preliminary designs for the project and submitting 30% and 60% PS&E packages. As part of Phase 2, Mark Thomas will complete final design for the project defined in the 30% and 60% PS&E packages and prepare PS&E submittals at the 90%, and 100% (Bid Set) levels of completion. The intent of intermediate submittals is to define the project for review by the City and stakeholders, and to allow for major comments prior to investment of significant design effort in design details. The 90% submittal will be provided as a final plan check opportunity by the City to ensure prior comments have been addressed prior to bidding.

Task 7.3. 90% PS&E

Mark Thomas Team will prepare 90% plans, specifications, and estimate for the proposed project improvements. The 90% plans will include the following sheets:

Sheet Name	Estimated No. of Sheets from Proposal	Drawing Scale	Additional Sheets for Roundabouts (3 Locations)	Revised No. of Sheets for 90% Design
Title Sheet, Location Map, and Sheet Index	1	Not to scale		1
General Notes and Abbreviations	1	Not to scale		2
Key Map	1	500		1
Project Control	1	500		1
Typical Cross Sections	3	Not to scale	3	6
Demolition Plans	14	20		13
Layout Plans and Profile	28	20		26
Construction Details (Ramps, Driveways and Bus Stops)	57	Varies	15	72
Water Pollution Control Plans	14	20		13
Drainage and Utilities Plans and Profiles	28	20	3	22
Drainage and Utilities Details	2	Not to scale	1	3
Construction Area Signs	1	500		1
Traffic Control Plan	50	40		42
Detour Plan	2	500	6	8
Pavement Delineation and Sign Plans, Notes and Details	14	20		14
Pavement Delineation and Sign Details	1	Not to scale	3	4
Landscape and Irrigation	56	20	6	32

Plans and Details				
Structure Plans	7	Varies		9
Electrical Plans	27	Varies		23
Total Sheets	308		37	293

Task 7.3.1. 90% PS&E (Civil)

Mark Thomas will coordinate and collect stakeholders' comments and prepare a Comment Response Matrix listing the comment, source, and proposed resolution. Prior to starting further revisions to the designs, Mark Thomas will arrange a meeting with City Staff to review the comments received, discuss any questions and confirm the resolutions.
Once the comment resolutions are agreed upon, Mark Thomas will update the PS&E to the 90% design level. The 90% PS&E will be provided to the City for review and comment.

Task 7.3.2. 90% PS&E and Independent Check (Structures)

City comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Mark Thomas will perform an independent design check of the barrier replacement design for the Washington Avenue OH in conformance with Caltrans bridge design procedures. The independent check will be completed by an engineer who was not involved in the original design of the structure. Structural check calculations will be performed to check the details and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated.

Mark Thomas will perform a Load and Resistance Factor Rating (LRFR) of the bridge superstructure in the AASHTOWare Bridge Design and Rating software incorporating the proposed improvements according to the requirements of the 2022 Caltrans Bridge Load Rating Manual. It is assumed that up to one round of revisions will be required to address review comments from Caltrans Local Assistance and Structures Maintenance and Investigations (SM&I). The bridge substructure will not be load-rated.

Mark Thomas will develop project special provisions using Caltrans Standard Special Provisions (2025 version). The special provisions will be prepared using Microsoft Word. Special Provisions will be submitted at the 90% and 100% submittals. It is assumed the City will provide the boilerplate contract language to be included in the specifications at the 90% submittal.

Task 7.3.3. 90% PS&E (Landscape)

City comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses will be prepared and submitted. Irrigation plans will include water use (MWELO) calculations, irrigation controller schedule, manifold locations and valve callouts, irrigation head and lateral layout with pipe sizing. Administrative draft technical specifications for planting and irrigation will be provided. The estimate will be revised based on comments and updated unit prices.

Task 7.4. 100% (Bid Set) PS&E

[No Additional Tasks This Phase]

Task 7.5. Signals Lighting and Electrical Design

Task 7.5.1. Traffic Signal Design [90%PS&E]

BEN|EN will obtain electronic base plans and as-builts from Mark Thomas. and prepare plans, specifications, and cost estimates (PS&E) for traffic signal design for the intersections of Washington Avenue with Oro Dam Boulevard and Mitchell Avenue and the intersection of Table Mountain Boulevard with Grand Avenue. Additionally, based on the results of the intersection photometric analysis, BEN|EN will incorporate intersection lighting improvements.

Task 7.5.2. Rectangular Rapid Flashing Beacon Design [90%PS&E]

BEN|EN will prepare PS&E for solar-powered rectangular rapid flashing beacons (RRFBs) with lighting for the following locations:

- New pedestrian crossing of Washington Avenue north of Placer Avenue
- New pedestrian crossing of crossing Washington Avenue south of McClellan Avenue
- Existing pedestrian crossing of Washington Avenue at Orange Avenue
- New pedestrian crossing of Table Mountain Boulevard south of Flying Cloud Drive
- New pedestrian crossing of Table Mountain Boulevard south of Jasmine Court

Task 7.5.3. Pedestrian Lighting Design [90%PS&E]

Based on the results of the photometric analysis for the multi-use path, BEN|EN will prepare PS&E for pedestrian lighting design for installation of new pedestrian lighting along the multi-use path along Washington Avenue from Oro Dam Boulevard to Bird Street and along Table Mountain Boulevard from Riverview Terrace Drive to Country Center Drive. Additionally, pedestrian lighting will include proposed lighting improvements for enhancing lighting for project RRFB crossings. BEN|EN will coordinate with PG&E for new electrical service applications for the pedestrian lighting system.

BEN|EN will submit the electrical PS&E to the City, through Mark Thomas, for review at 60% and 90% levels. Any comments by the City will be incorporated into the 100% (Bid Set) PS&E.

Task 7.6. Permits to Enter and Construct

[No Additional Tasks This Phase]

Task 7.7. Roundabout Design

Design of roundabouts was not included in the original scope of work for Phase 1. As part of the scope of work for Phase 2, Mark Thomas will prepare preliminary and final design PS&E for the roundabouts at up to three (3) locations:

- Table Mountain Boulevard and Grand Avenue
- Table Mountain Boulevard and Mono Avenue
- Table Mountain Boulevard and County Center Drive

Task 7.7.1. Roundabout Design Exhibits

Performance Check Analysis is required per NCHRP 1043 Research Report "Roundabouts: An Informational Guide" at the above three locations. Under this guideline, the critical design elements listed below need to be checked and presented in 34x22 size 1"= 20' scale estimated total 36 Exhibits:

- Fastest Vehicle Paths through – right-turn, and left-turn from each entry direction (9 Exhibits)
- Stopping Sight Distances to - pedestrian crossing and yield line at each entry (3 Exhibits)
- Stopping Sight Distance to - pedestrian crossing at each exit (3 Exhibits)

- Stopping Sight Distance within – each circulatory roundabout (3 Exhibits)
- Intersection Sight Distance for – vehicle approaching yield line at each entry (6 Exhibits)
- Intersection View Angle for - vehicle approaching yield line at each entry (3 Exhibits)
- Design Vehicle Swept Path for – AASHTO Single-Unit from all direction's movements, and City Bus from City designated movements (9 Exhibits)

Mark Thomase will prepare Roundabout Design Exhibits and submit them to the City for review. One (1) round of minor revisions to the Roundabout Design Exhibits is included in this scope of work.

Task 7.7.2. Roundabout Design (60and 90% PS&E)

Mark Thomas will prepare final design plans, specifications and estimates (PS&E) for the three (3) proposed roundabout locations. For this scope of work, Mark Thomas assumes additional construction and grading detail sheets will be prepared for roadway, side street and driveway conform details associated with the new roundabouts. Additional plans and plan modifications will be completed for the typical sections, layout plans, utility and drainage plans, signing and striping plans, traffic handling and detour plans, and landscape plans. The roundabouts will be shown and incorporated into the 60% project specifications cost estimates. Additional details will be provided with the 90% PS&E submittal.

Task 7.8. Phase 2 Hazardous Materials Report

Crawford performed a Phase I Initial Site Assessment (ISA), dated October 23, 2025, for the Table Mountain Boulevard and Washington Avenue alignments. Results from analytical testing conducted as part of the ISA identified levels of total purgeable petroleum hydrocarbons (TPPH, gasoline range hydrocarbons) in a sample collected at 95 Table Mountain Boulevard above the environmental screening limit (ESL) established by the State Water Resources Control Board. Information contained in the ERIS database report listed this property as a former fueling station from about the 1950s to 1970s and that a Phase II investigation has been conducted. The Phase II report is not available on Geotracker or any other state database, yet the ERIS database report indicates the investigation found "de minimis contamination." Based on the analytical testing and information contained in the ERIS database report, Crawford recommended additional sampling be conducted at this location to further delineate the extent of petroleum impacts to soil in the area of planned improvements. Upon review of the ISA, Caltrans has requested that recommended sampling be completed.

Based on our review of plans included in the January 29, 2025 RFP from the City, improvements adjacent to 95 Table Mountain Boulevard include new sidewalks (4 inches of aggregate base and 6 inches of concrete) and an ADA ramp. We assume excavation will be a maximum of 5 feet at this location.

Crawford will complete the following Tasks as part of our environmental scope:

- Field Preparation and Permits
- Sampling and Analysis
- Draft and Final Report of Findings

<u>Field Preparation and Permits</u>

To prepare for sampling activities, Crawford will mark boring locations for Underground Service Alert (USA) and submit USA North 811 tickets. A Butte County Soil Boring Permit will be obtained.

Sampling and Analysis

Crawford will advance four direct push borings up to 5 feet bgs for the collection of soil samples. Borings will be located up against the back face of the existing sidewalk. Soil will be sampled at the intervals of 1.0 to 1.5 feet bgs, 2.0 to 2.5 feet bgs, and 4.0 to 4.5 feet bgs. A photo ionization detector will be utilized in the field to screen samples. Soil samples will be submitted to a state-certified analytical laboratory and analyzed for total petroleum hydrocarbons (TPH) as gasoline, benzene, toluene, ethylene, and xylene (collectively BTEX), and volatile organic compounds (VOCs) including gasoline oxygenates by EPA 8260.

Draft and Final Hazardous Materials Report

Upon receipt of analytical results from soil sampling, Crawford will prepare a hazardous materials report documenting field methodologies and analytical results.

TASK 7 DELIVERABLES:

- 90% Plans, Specifications, and Estimate
- Bridge Design Calculations
- Bridge Independent Check Calculations
- Roundabout Design Exhibits (Up to 9)
- Draft and Final Hazardous Materials Report
- Bridge load rating forms and AASHTOWare model files.

TASK 8. PERMITTING

Task 8.1.1. Caltrans Encroachment Permit

The project will require Caltrans review and approval of an Encroachment Permit prior to the start of construction in the State Right of Way. Mark Thomas will prepare and submit an Encroachment Permit Application and supporting documents, including the ADA Certification, PS&E Certification, and copies of the Final Design plans and specifications for review by Caltrans. The first encroachment permit submittal is anticipated at the 90% design level. We will coordinate with Caltrans to address up to one round of plan comments received on the Encroachment Permit Application and resubmit for final review and approval to coincide with the 100% design submittal.

Preparation of additional iterations of plan revisions and resubmittal of the Encroachment Permit materials for Caltrans to address comments subsequent to the 100% design submittal will be additional services to be completed for an additional fee to be negotiated prior to the start of work.

Regular coordination meetings with Caltrans are included with the project meetings task described elsewhere in this Scope of Services

Task 8.1.2. Department of Water Resources (DWR) Encroachment Permit

The project will require DWR review and approval of an Encroachment Permit prior to the start of construction in the State Water Project (SWP) Right of Way. Mark Thomas will prepare and submit an Encroachment Permit Application and supporting documents, including Site Specific Safety Plan, Environmental Document, and copies of the Final Design plans for review by DWR. The first encroachment permit submittal is anticipated at the 90% design level. We will coordinate with DWR to address up to one round of plan comments received on the Encroachment Permit Application and resubmit for final review and approval to coincide with the 100% design submittal.

Preparation of additional iterations of plan revisions and resubmittal of the Encroachment Permit materials for DWR to address comments subsequent to the 100% design submittal will be additional services to be completed for an additional fee to be negotiated prior to the start of work.

Regular coordination meetings with DWR are included with the project meetings task described elsewhere in this Scope of Services. Payment of permit and plan review fees will be by the City.

Task 8.2. CPUC and/or UPRR Coordination

[No Additional Tasks This Phase]

TASK 8 DELIVERABLES:

- Draft Caltrans Encroachment Permit Application
- Draft DWR Encroachment Permit Application

TASK 9. ROW AND/OR CONSTRUCTION PHASE AUTHORIZATION

[No Additional Tasks This Phase]

TASK 10. BID PROCESS

[No Additional Tasks This Phase]

PROJECT SCOPE ASSUMPTIONS

This scope of work is based on the following assumptions:

- The project will be advertised, awarded, and administered by the City and the City will coordinate reproductions of the bid package.
- Preparation of a Clean Water Act (CWA) §404 Permit from the United States Army Corps of Engineers (USACE is not included.
- This scope does not include preparation of an RE file.
- Construction Management Services will be provided by the City.
- Geotechnical services during construction will be provided by the City.
- Arborist services will be provided by the City.
- Dry utility design is not required or included.
- Design of water facility and pipe relocations is not included.
- Coordination for Caltrans and DWR Encroachment Permit during construction will be the responsibility of the Contractor. Any fees for the encroachment permit applications and plan reviews by Caltrans and DWR will be paid by the City.
- The City will lead the effort and will provide rights of entry to private property. The City will obtain and provide encroachment permits, at no fee, for work within public right of way.
- All access will be provided, including project area outside of right of way.
- No subsurface utility mark and locate is included.
- Monument Preservation is not required or included.
- Design Support During Construction, As-Built's and a Record of Survey (if required) will be completed under a subsequent contract.
- Signal interconnect design is not included in the project.
- Continuous street lighting design is not included in the project.
- PG&E coordination for new service for existing signals is not included in the project.

- It is assumed the UPRR bridge crossing structure is in good condition and no bridge elements will need to be repaired or strengthened
- It is assumed that the existing UPRR bridge deck and overhangs have sufficient capacity to handle the new design load demands after barrier replacement without the need for strengthening
- It is assumed the existing UPRR bridge superstructure and substructure can handle any added dead and/or live loads and that no bridge strengthening will be required.
- It is assumed that the bridge as-built plans and latest Caltrans inspection reports will be legible and available so an accurate load rating can be performed.
- It is assumed that retaining wall No. 1 and No. 2 are standard plan walls and they will not require structural design or independent check.

COST PROPOSAL FOR PROJECT SCOPE - City of Oroville: Washington Avenue and Table Mountain Boulevard Complete Streets Project Phase II

MARK THOMAS

*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.

		Mark Thomas																															Subconsultants					
		Principal $531	Sr. Project Manager $290	Sr. Project Manager (Structures) $290	Sr. Technical Lead $272	Project Manager $245	Sr. Project Engineer $214	Sr. Project Engineer (Structures) $214	Sr. Resident Engineer $329	Project Engineer $177	Project Engineer (Structures) $177	Sr. Technician $171	Sr. Technician (Structures) $171	Design Engineer II $150	Design Engineer I $118	LAUD Division Manager $278	LAUD Project Manager $218	Landscape Architect $138	Landscape Designer II $124	Landscape Designer I $91	Survey Manager II $262	Project Surveyor II $197	Asst Surveyor II $138	Lead Survey Technician $132	Survey Technician II $128	2-Person Crew (OE3) $342	Planner II $130	Funding Manager $325	Sr. Funding Specialist $221	Project Accountant $135	Sr. Project Coordinator $155	Sr. Graphic Manager $195	Sr. Graphic Designer $154	Total Hours	Total MT Cost	AIM CONSULTING DBE	CRAWFORD	GALLAWAY ENTERPRISES DBE	MONUMENT ROW DBE	BENNETT DBE	TOTAL COST
1.0	**PROJECT MANAGEMENT AND COMPLIANCE**																																						
1.1	Project Management	6	24																										12	12			54	$13,645	$0.00	$0.00	$0.00	$0.00	$0.00	$13,644.76
1.2	Meetings	4	10			10				10							10	10															54	$12,805	$0.00	$0.00	$0.00	$0.00	$0.00	$12,804.60
1.3	Quality Control		8		18	8	8		8							2	8	8															68	$16,923	$0.00	$0.00	$0.00	$0.00	$0.00	$16,922.81
1.4	Stakeholder Database and Outreach Management		4							4																							8	$1,868	$6,694.72	$0.00	$0.00	$0.00	$0.00	$8,563.01
1.5	Public Workshops		16			16				8				16			16	24													16	24	136	$25,985	$27,186.06	$0.00	$0.00	$0.00	$0.00	$53,171.20
1.7	Funding Application Support		4			4				4				16												72	32	72					204	$40,852	$0.00	$0.00	$0.00	$0.00	$0.00	$40,851.70
	Subtotal Phase 1	**10**	**66**	**0**	**18**	**38**	**8**	**0**	**8**	**26**	**0**	**0**	**0**	**32**	**0**	**2**	**34**	**42**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**72**	**32**	**72**	**12**	**12**	**16**	**24**	**524**	**$112,287**	**$33,880.78**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$146,168.08**
2.0	**DATA COLLECTION**																																						
2.2.5	Supplemental Topographic Surveys																				6	10	4	4	24	30							78	$17,948	$0.00	$0.00	$0.00	$0.00	$0.00	$17,948.09
	Subtotal Phase 2	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**10**	**4**	**4**	**24**	**30**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**78**	**$17,948**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$17,948.09**
3.0	**ENVIRONMENTAL STUDIES AND DOCUMENTATION**																																						
3.4	Environmental Permitting																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3.4.1	Clean Water Act & 401 Regional Water Quality Board Certification Facilitation		2			4				4				12																			22	$4,061	$0.00	$0.00	$8,526.02	$0.00	$0.00	$12,587.27
3.4.2	Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife		2			4				4				12																			22	$4,061	$0.00	$0.00	$6,940.90	$0.00	$0.00	$11,002.15
3.4.3	Compensatory Mitigation Facilitation		2			2				2																							6	$1,424	$0.00	$0.00	$5,115.61	$0.00	$0.00	$6,539.61
	Subtotal Phase 3	**0**	**6**	**0**	**0**	**10**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**50**	**$9,546**	**$0.00**	**$0.00**	**$26,741.66**	**$0.00**	**$0.00**	**$36,288.15**
4.0	**UTILITY COORDINATION**																																						
4.3	Miscellaneous Utility Documentation		2		8	16				40				80																			146	$25,700	$0.00	$0.00	$0.00	$0.00	$0.00	$25,700.34
4.5	Additional Potholing of Utilities		2			4				16				8																			30	$5,582	$0.00	$0.00	$0.00	$0.00	$0.00	$5,582.08
OTHER DIRECT COSTS																																		$60,000	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
	Subtotal Phase 4	**0**	**4**	**0**	**8**	**20**	**0**	**0**	**0**	**56**	**0**	**0**	**0**	**88**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**176**	**$91,282**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$91,282.42**
5.0	**RIGHT OF WAY PHASE & DETERMINATION**																																						
5.2	ROW Retracement																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.3	Appraisal Exhibits																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.4	Legal Descriptions and Plats																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.5	Appraisals																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.6	Appraisal Review																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.7	Acquisition and Negotiation																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 5	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
7.0	**DESIGN AND CONSTRUCTION PREPARATION**																																						
7.3	90% PS&E																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.3.1	90% PS&E (Civil)		40			120	320			320		40		320	320																		1480	$258,370	$0.00	$0.00	$0.00	$0.00	$0.00	$258,370.47
7.3.2	90% PS&E and Independent Check (Structures)			24				120			80		40	20																			284	$56,556	$0.00	$0.00	$0.00	$0.00	$0.00	$56,555.56
7.3.3	90% PS&E (Landscape)															8	60	120	228	228													644	$80,895	$0.00	$0.00	$0.00	$0.00	$0.00	$80,894.56
7.4	100% (Bid Set) PS&E																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.4.1	100% (Bid Set) PS&E (Civil)																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.4.2	100% (Bid Set) PS&E (Structures)																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.4.3	100% (Bid Set) PS&E (Landscape)																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.5	Signals Lighting and Electrical Design																																0	$0	$0.00	$0.00	$0.00	$0.00	$59,617.87	$59,617.87
7.6	Permits to Enter and Construct																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.7	Roundabout Design																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.7.1	Preliminary Design Exhibits		2		4	2				16					80																		104	$14,439	$0.00	$0.00	$0.00	$0.00	$0.00	$14,439.35
7.7.2	Roundabout Design (PS&E) (Civil)		16		100	40				120				120	120																		516	$94,958	$0.00	$0.00	$0.00	$0.00	$0.00	$94,957.98
7.7.2	Roundabout Design (PS&E) (Landscape)															2	8	20	24	24													78	$10,221	$0.00	$0.00	$0.00	$0.00	$0.00	$10,221.47
7.8	Phase 2 Hazardous Materials Report		2			2																											4	$1,071	$0.00	$7,927.27	$0.00	$0.00	$0.00	$8,998.12
	Subtotal Phase 7	**0**	**60**	**24**	**104**	**164**	**320**	**120**	**0**	**456**	**80**	**40**	**40**	**460**	**520**	**10**	**68**	**140**	**252**	**252**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3110**	**$516,510**	**$0.00**	**$7,927.27**	**$0.00**	**$0.00**	**$59,617.87**	**$584,055.39**
8.0	**PERMITTING**																																						
8.1.1	Caltrans Encroachment Permit		2				6			8																							16	$3,275	$0.00	$0.00	$0.00	$0.00	$0.00	$3,275.20
8.1.2	Department of Water Resources (DWR) Encroachment Permit		2				8			8																							18	$3,702	$0.00	$0.00	$0.00	$0.00	$0.00	$3,702.40
	Subtotal Phase 8	**0**	**4**	**0**	**0**	**0**	**14**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**34**	**$6,978**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,977.60**
9.0	**ROW AND/OR CONSTRUCTION PHASE AUTHORIZATION**																																						
9.1	ROW Documentation and Construction Phase																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 9	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
10.0	**BID PROCESS**																																						
10.1	Responding to Bid Inquiries																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10.2	Attending Pre-Bid Meetings																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10.3	Preparing Addenda to PS&E Documents																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER DIRECT COSTS																																		$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 10	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL HOURS		**10**	**140**	**24**	**130**	**232**	**342**	**120**	**8**	**564**	**80**	**40**	**40**	**604**	**520**	**12**	**102**	**182**	**252**	**252**	**6**	**10**	**4**	**4**	**24**	**30**	**72**	**32**	**72**	**12**	**12**	**16**	**24**	**3972**							
Anticipated Salary Increases																																		$42,711	**$0.00**	**$79.27**	**$514.56**	**$0.00**	**$0.00**	**$43,304.55**
OTHER DIRECT COSTS																																		$61,050	**$2,400.00**	**$7,751.00**	**$8,159.13**		**$342.00**	**$79,702.13**
TOTAL COST		**$5,312**	**$40,669**	**$6,972**	**$35,358**	**$56,823**	**$73,051**	**$25,632**	**$2,632**	**$99,589**	**$14,126**	**$6,835**	**$6,835**	**$90,310**	**$61,460**	**$3,332**	**$22,223**	**$25,139**	**$31,220**	**$22,966**	**$1,572**	**$1,965**	**$553**	**$530**	**$3,076**	**$10,253**	**$9,330**	**$10,390**	**$15,892**	**$1,623**	**$1,863**	**$3,121**	**$3,691**		**$798,103**	**$36,280.78**	**$15,757.54**	**$29,256.22**	**$0.00**	**$59,959.87**	**$939,357.29**

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.

MT Fee (Cost Estimate Rates)

6/5/2026

Cost Proposal
Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. Washington Avenue and Ta Contract No. 3546 Date 6/5/2026

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual or Average Hourly Rate	Total
Principal		$185 - $226	10.0	$ 195.83	$ 1,958.25
Sr. Engineering Manager		$121 - $158	0.0	$ 139.13	$ -
Engineering Manager		$117 - $137	0.0	$ 126.53	$ -
Design Manager		$117 - $137	0.0	$ 126.53	$ -
Sr. Project Manager		$88 - $126	164.0	$ 107.10	$ 17,564.40
Sr. Technical Lead		$85 - $116	130.0	$ 100.28	$ 13,035.75
Project Manager		$76 - $105	232.0	$ 90.30	$ 20,949.60
Technical Lead		$74 - $95	0.0	$ 84.00	$ -
Sr. Project Engineer		$63 - $95	462.0	$ 78.75	$ 36,382.50
Sr. Resident Engineer		$111 - $131	8.0	$ 121.28	$ 970.20
Project Engineer		$51 - $79	644.0	$ 65.10	$ 41,924.40
Civil Engineering Designer		$51 - $84	0.0	$ 67.73	$ -
Sr. Technician		$53 - $74	80.0	$ 63.00	$ 5,040.00
Design Engineer II		$42 - $68	604.0	$ 55.13	$ 33,295.50
Design Engineer I		$35 - $53	520.0	$ 43.58	$ 22,659.00
Technician		$32 - $47	0.0	$ 39.38	$ -
Intern		$18 - $32	0.0	$ 24.68	$ -
LAUD Division Manager		$95 - $110	12.0	$ 102.38	$ 1,228.50
Sr. LAUD Project Manager		$90 - $105	0.0	$ 97.65	$ -
LAUD Project Manager		$66 - $95	102.0	$ 80.33	$ 8,193.15
Sr. Landscape Architect		$60 - $74	0.0	$ 66.68	$ -
Landscape Architect		$44 - $58	182.0	$ 50.93	$ 9,268.35
Landscape Designer II		$39 - $53	252.0	$ 45.68	$ 11,510.10
Landscape Designer I		$30 - $37	252.0	$ 33.60	$ 8,467.20
Landscape Intern		$24 - $32	0.0	$ 27.83	$ -
Survey Division Manager		$101 - $173	0.0	$ 137.03	$ -
Survey Manager II		$88 - $105	6.0	$ 96.60	$ 579.60
Survey Manager I		$76 - $100	0.0	$ 87.68	$ -
Project Surveyor III		$70 - $100	0.0	$ 85.05	$ -
Project Surveyor II		$61 - $84	10.0	$ 72.45	$ 724.50
Project Surveyor I		$60 - $79	0.0	$ 69.30	$ -
Asst Surveyor III		$54 - $63	0.0	$ 58.28	$ -
Asst Surveyor II		$44 - $58	4.0	$ 50.93	$ 203.70
Asst Surveyor I		$41 - $53	0.0	$ 46.73	$ -
Survey Specialist III		$50 - $95	0.0	$ 72.45	$ -
Survey Specialist II		$43 - $74	0.0	$ 58.28	$ -
Survey Specialist I		$41 - $63	0.0	$ 51.98	$ -
Lead Survey Technician		$45 - $53	4.0	$ 48.83	$ 195.30
Survey Technician III		$44 - $63	0.0	$ 53.55	$ -
Survey Technician II		$37 - $58	24.0	$ 47.25	$ 1,134.00
Survey Technician I		$20 - $42	0.0	$ 30.98	$ -
SUE Program Manager		$88 - $105	0.0	$ 96.60	$ -
Chief of Party (OE3)		$61 - $74	0.0	$ 67.20	$ -
Instrument person (OE3)		#N/A	0.0		
Chainperson (OE3)		$54 - $63	0.0	$ 58.28	$ -
Apprentice (OE3)		$40 - $58	0.0	$ 48.83	$ -
2-Person Crew (OE3)		$116 - $137	30.0	$ 126.00	$ 3,780.00
3-Person Crew (OE3)		$176 - $205	0.0	$ 190.58	$ -

Utility Locator (North)		$58 - $68	0.0	$ 63.00	$ -
Chief of Party (OE12)		$66 - $79	0.0	$ 72.45	$ -
Instrumentperson (OE12)		$61 - $74	0.0	$ 67.20	$ -
Chainperson (OE12)		$58 - $68	0.0	$ 63.00	$ -
Apprentice (OE12)		$49 - $58	0.0	$ 53.55	$ -
2-Person Crew (OE12)		$123 - $142	0.0	$ 132.30	$ -
3-Person Crew (OE12)		$184 - $215	0.0	$ 199.50	$ -
Utility Locator (South)		$67 - $79	0.0	$ 72.98	$ -
Division Manager - CM		$146 - $173	0.0	$ 159.60	$ -
Area Manager - CM		$106 - $126	0.0	$ 116.03	$ -
Project Manager - CM		$99 - $116	0.0	$ 107.10	$ -
Sr. Resident Engineer		$111 - $131	0.0	$ 121.28	$ -
Resident Engineer		$99 - $116	0.0	$ 107.10	$ -
Asst. Resident Engineer		$63 - $74	0.0	$ 68.25	$ -
Inspector - CM		$55 - $84	0.0	$ 69.30	$ -
Office Engineer		$47 - $79	0.0	$ 63.00	$ -
Sr. Planner		$50 - $74	0.0	$ 61.95	$ -
Planner II		$43 - $53	72.0	$ 47.78	$ 3,439.80
Planner I		$32 - $42	0.0	$ 36.75	$ -
Funding Manager		$108 - $131	32.0	$ 119.70	$ 3,830.40
Sr. Funding Specialist		$74 - $89	72.0	$ 81.38	$ 5,859.00
Funding Specialist		$41 - $79	0.0	$ 59.85	$ -
Project Accountant Manager		$68 - $79	0.0	$ 73.50	$ -
Project Accountant		$37 - $63	12.0	$ 49.88	$ 598.50
Sr. Project Coordinator		$46 - $68	12.0	$ 57.23	$ 686.70
Project Coordinator		$39 - $58	0.0	$ 48.30	$ -
Sr. Project Assistant		$42 - $58	0.0	$ 49.88	$ -
Project Assistant		$29 - $42	0.0	$ 35.70	$ -
Sr. Technical Writer		$39 - $58	0.0	$ 48.30	$ -
Technical Writer		$38 - $47	0.0	$ 42.53	$ -
Sr. Graphic Manager		$60 - $84	16.0	$ 71.93	$ 1,150.80
Sr. Graphic Designer		$45 - $68	24.0	$ 56.70	$ 1,360.80
Graphic Designer		$36 - $47	0.0	$ 41.48	$ -
District Manager-Engineer		$129 - $152	0.0	$ 140.70	$ -
Deputy District Manager		$114 - $137	0.0	$ 125.48	$ -
Operations Manager		$88 - $105	0.0	$ 96.60	$ -
Sr. Sanitary Project Engineer		$76 - $105	0.0	$ 90.30	$ -
Sanitary Project Engineer		$70 - $84	0.0	$ 77.18	$ -
Associate Sanitary Engineer		$60 - $84	0.0	$ 71.93	$ -
Assistant Sanitary Engineer		$54 - $63	0.0	$ 58.28	$ -
Sr. Inspector		$46 - $68	0.0	$ 57.23	$ -
Inspector		$36 - $53	0.0	$ 44.10	$ -
Inspector - Apprentice		$32 - $42	0.0	$ 36.75	$ -
Expert Witness		$201.30	0.0	$ 201.30	$ -
Strategic Consulting		$201.30	0.0	$ 201.30	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 255,990.00

b) Anticipated Salary Increases (see page 2 for calculation) $ 15,746.58

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 271,736.58

INDIRECT COSTS

d) Fringe Benefits (Rate: 94.47%)

e) Total Fringe Benefits [(c) x (d)] $ 256,709.55

f) Overhead (Rate: 52.11%)

g) Overhead [(c) x (f)] $ 141,601.93

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 398,311.49

FIXED FEE

k) TOTAL FIXED FEE [[(c) + (j)] x fixed fee 10.00 %] $ 67,004.81

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary**

Description of Item	Quantity	Unit	Unit Cost	
Mileage	300	miles	$0.70	$ 210.00

Mileage - Survey	1200	miles	$0.70	$	840.00
Copies	0	EA	$0.05	$	-
Reproductions - full size	0	sheets	$1.00	$	-
Reproductions - half size	0	sheets	$0.35	$	-
Structure/Quantity Calculations	0	sheets	$0.05	$	-
Prelim Title Report	0	EA	$700.00	$	-
Overnight Mail/Mail	0	EA	$15.00	$	-
Potholing	25	EA	$2,400.00	$	60,000.00
Civilgrid	0	LS	$8,100.00	$	-
Safety Plan	0	LS	$1,000.00	$	-
Traffic Control	0	LS	$12,500.00	$	-
Per Diem	0	Day	$260.00	$	-
MTLS Mobile Scanner	0	Day	$8,000.00	$	-
Survey Equipment	0	HR	$30.00	$	-

l) **TOTAL OTHER DIRECT COSTS** $ 61,050.00

m) SUBCONSULTANTS' COSTS (add additional pages if necessary)

Subconsultant 1: AIM CONSULTING	$	36,280.78
Subconsultant 2: CRAWFORD	$	15,757.54
Subconsultant 3: GALLAWAY ENTERPRISES	$	29,256.22
Subconsultant 4: MONUMENT ROW	$	-
Subconsultant 5: BENNETT	$	59,959.87
Subconsultant 6: Fehr & Peers	$	-

m) **TOTAL SUBCONSULTANTS' COSTS** $ 141,254.41

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] $ 202,304.41

TOTAL COST [(c) + (j) + (k) + (n)] $ 939,357.29

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**4 Year Contract Duration**
$255,990.00	/	3972.0	=	$64.45	Year 1 Avg Hourly Rates

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation '

	Average Hourly Rate		Proposed			
Year 1	$64.45	+	5.00%	=	$67.67	Year 2 Avg Hourly Rate
Year 2	$67.67	+	5.00%	=	$71.05	Year 3 Avg Hourly Rate
Year 3	$71.05	+	5.00%	=	$74.61	Year 4 Avg Hourly Rate
Year 4	$74.61	+	5.00%	=	$78.34	Year 5 Avg Hourly Rate
Year 5	$78.34	+	5.00%	=	$82.25	Year 6 Avg Hourly Rate
Year 6	$82.25	+	5.00%	=	$86.37	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total hours per Cost Proposal		Total Hours per Year	
Year 1	30%	x	3972.0	=	1191.6	Estimated Hours Year 1
Year 2	30%	x	3972.0	=	1191.6	Estimated Hours Year 2
Year 3	30%	x	3972.0	=	1191.6	Estimated Hours Year 3
Year 4	10%	x	3972.0	=	397.2	Estimated Hours Year 4
Year 5	0%	x	3972.0	=	0.0	Estimated Hours Year 5
Year 6	0%	x	3972.0	=	0.0	Estimated Hours Year 6
Total	100%		Total		3972.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$64.45	x	1191.6	=	$76,797.00	Estimated Cost Year 1
Year 2	$67.67	x	1191.6	=	$80,636.85	Estimated Cost Year 2
Year 3	$71.05	x	1191.6	=	$84,668.69	Estimated Cost Year 3
Year 4	$74.61	x	397.2	=	$29,634.04	Estimated Cost Year 4
Year 5	$78.34	x	0.0	=	$0.00	Estimated Cost Year 5
Year 6	$82.25	x	0.0	=	$0.00	Estimated Cost Year 6
	Total Direct Labor Cost with Escalation				$271,736.58	
	Direct Labor Subtotal before Escalation				$255,990.00	
	Estimated total of Direct Labor Salary Increase				**$15,746.58**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

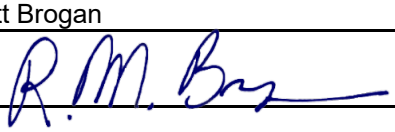
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted

Prime Consultant or Subconsultant Certifying:

Name: Matt Brogan | Title*: Principal + Vice President

Signature:  | Date of Certification (mm/dd/yyy): 06/05/2026

Email: mbrogan@markthomas.com | Phone Number: 916-605-6761

Address: 701 University Ave, Ste 200; Sacramento, CA 95825

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: AIM Consulting

Project No. _____ Contract No. _____ Date April 9, 2026

Project Name Oroville Complete Street

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Senior Project Manager	Katie DeMaio		20	$ 68.06	$ 1,361.22
Project Manager	TBD	53-63	35	$ 55.01	$ 1,925.35
Project Coordinator	Felix Molina		76	$ 48.85	$ 3,712.60
Project Coordinator II	TBD	35-45	60	$ 39.65	$ 2,379.00
Graphic Design	Darlene Tran		30	$ 75.00	$ 2,250.00
					$ -
					$ -
			221		

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 11,628.17	
b) Anticipated Salary Increases	$0.00	
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)]		**$ 11,628.17**

INDIRECT COSTS

d) Fringe Benefits (Rate: 26.89%)	c) Total Fringe Benefits [(c) x (d)]	$ 3,126.82	
f) Overhead (Rate: 80.55%)	g) Overhead [(c) x (f)]	$ 9,366.49	
h) General and Administrative (Rate: 57.44%)	i) Gen & Admin [(c) x (h)]	$ 6,679.22	
	j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]		**$ 19,172.53**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10%] **$ 3,080.07**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
				$ -

i) **TOTAL OTHER DIRECT COSTS** _____

m) **SUBCONSULTANTS' COSTS** (Add additional pages if necessary)

m) **TOTAL SUBCONSULTANTS' COSTS** **$ -**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] **$ 2,400.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 36,280.78**

NOTES:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$11,628.17	221	=	$52.62	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$52.62	+	3.0%	=	$54.19	Year 2 Avg Hourly Rate
Year 2	$54.19	+	3.0%	=	$55.82	Year 3 Avg Hourly Rate
Year 3	$55.82	+	3.0%	=	$57.50	Year 4 Avg Hourly Rate
Year 4	$57.50	+	3.0%	=	$59.22	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	221	=	221	Estimated Hours Year 1
Year 2	0.0%	*	221	=	0	Estimated Hours Year 2
Year 3	0.0%	*	221	=	0	Estimated Hours Year 3
Year 4	0.0%	*	221	=	0	Estimated Hours Year 4
Year 5	0.0%	*	221	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	221	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	$52.62	*	221	=	$11,628.17	Estimated Hours Year 1
Year 2	$54.19	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$55.82	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$57.50	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$59.22	*	0	=	$0.00	Estimated Hours Year 5
		Total Direct Labor Cost with Escalation		=	$11,628.17	
		Direct Labor Subtotal before Escalation		=	$11,628.17	
		Estimated total of Direct Labor Salary Increase		=	$0.00	Transfer to Page 1

NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	Katie DeMaio	Title**:	President
Signature:	Katie DeMaio	Date of Certification (mm/dd/yyyy):	4/9/2026
Email**:	kdemaio@aimconsultingco.com	Phone Number:	916-442-1168
Address:	2600 Capitol Ave, Suite 440 Sacramento CA 95816		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Community Engagement

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

Mark-ups Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Crawford & Associates, Inc.**

Project No. **25-1424.1** Contract No. _____ Date **2/26/2026**

Project Name **City of Oroville - Washington Ave and Table Mountain Blvd Complete Streets**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal *	TBD	1	$80.75	$ 80.75
Senior Project Manager *	TBD	2	$75.50	$ 150.99
Construction Services Director *	TBD	0	$73.47	$ -
Project Manager II	TBD	0	$70.34	$ -
Project Manager I	TBD	0	$64.68	$ -
Senior Engineer II	TBD	0	$64.05	$ -
Senior Engineer I	TBD	0	$60.29	$ -
Senior Geologist	TBD	8	$53.03	$ 424.20
Project Engineer III / Geologist III	TBD	0	$49.98	$ -
Project Engineer II / Geologist II	TBD	0	$47.17	$ -
Project Engineer I / Geologist I	TBD	32	$43.40	$ 1,388.69
Staff Engineer / Geologist	TBD	0	$35.48	$ -
Drafter	TBD	2	$34.13	$ 68.25
Project Coordinator	TBD	2	$42.00	$ 84.00
Administrative Assistant	TBD	1	$32.55	$ 32.55
Senior Technician	TBD	0	$35.18	$ -
Staff Technician	TBD	0	$32.03	$ -
Laborer Technician **	TBD	0	$40.69	$ -
Soils/Asphalt Technician **	TBD	0	$53.81	$ -
Concrete Technician **	TBD	0	$49.35	$ -
		48		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 2,229.42

b) Anticipated Salary Increases (see page 2 for calculation) $22.29

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 2,251.72

INDIRECT COSTS

d) Fringe Benefits Rate: 76.88% e) Total Fringe Benefits [(c) x (d)] $ 1,731.12

f) Overhead Rate: 126.37% g) Overhead [(c) x (f)] $ 2,845.50

h) General & Administrative Rate: 20.00% i) Gen & Admin [(c) x (h)] $ 450.34

Combined ICR %: 223.25%

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 5,026.96

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10%] $ 727.87

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	300	Mile	$ 0.67	$ 201.00
Vehicle Charge	2	Day	$ 25.00	$ 50.00
Drilling Rig & Crew	1	Cost	$ 7,500.00	$ 7,500.00
Traffic Control - Major (DBE)	0	Day	$ 2,800.00	$ -
Core Machine with Generator **	0	Day	$ 2,700.00	$ -
Laboratory Testing	0	Lump Sum	$ -	$ -
ERIS Record Search	0	Cost	$ 1,000.00	$ -
N.A.L. (Asbestos and Lead Testing)	0	Cost	$ 2,500.00	$ -
Pace Analytical Environmental Services	0	Cost	$ 2,000.00	$ -
FDR Mix Design	0	Each	$ 2,000.00	$ -
				$ 7,751.00

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: $ -

Subconsultant 2: $ -

m) TOTAL SUBCONSULTANT'S COSTS $ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] $ 7,751.00

TOTAL COST [(c) + (j) + (k) + (n)] **$ 15,757.54**

CALCULATIONS FOR ANTICIPATED SALARY INCREASE

1. Calculate Average Hourly Rate for 1st Year of the Contract (Direct labor subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$2,229.42		48	=	**46.45**	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$46.45	+	5.0%	=	$48.77	Year 2 Avg Hourly Rate
Year 2	$48.77	+	5.0%	=	$51.21	Year 3 Avg Hourly Rate
Year 3	$51.21	+	5.0%	=	$53.77	Year 4 Avg Hourly Rate
Year 4	$53.77	+	5.0%	=	$56.46	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	80%	*	48	=	38.40	Est Hours Year 1
Year 2	20%	*	48	=	9.60	Est Hours Year 2
Year 3	0%	*	48	=	0.00	Est Hours Year 3
Year 4	0%	*	48	=	0.00	Est Hours Year 4
Year 5	0%	*	48	=	0.00	Est Hours Year 5
Total	**100%**		Total	=	48.00	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of ho

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$46.45	*	38	=	$1,783.54	Est Hours Year 1
Year 2	$48.77	*	10	=	$468.18	Est Hours Year 2
Year 3	$51.21	*	0	=	$0.00	Est Hours Year 3
Year 4	$53.77	*	0	=	$0.00	Est Hours Year 4
Year 5	$56.46	*	0	=	$0.00	Est Hours Year 5
			Total Direct Labor Cost with Escalation	=	$2,251.72	
			Direct Labor Subtotal before Escalation	=	$2,229.42	
			Estimated Total of Direct Labor Salary Increase	=	**$22.29**	*(Transfers to Page 1)*

NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 years = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

CERTIFICATION OF DIRECT COSTS

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted In direct Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Benjamin D. Crawford Title *: President

Signature :  Date of Certification: 2/26/2026

Email: ben.crawford@crawford-inc.com Phone Number: (916) 455-4225

Address: Crawford & Associates, Inc., 4701 Freeport Blvd., Sacramento, CA 95822

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical Engineering and Environmental Services

Cost Pro

Cost Plus Fixed Fee or Lump Sum

Note: Mark-ups are Not Allowed ☐ Prime Consultant ■ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Gallaway Enterprises**

Project No. **Washington - Oroville** Contract No. **CO#1** Date **3/19/2026**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Environmental Project Manager	Kevin Sevier		50	$46	$2,300.00
Senior Biologist	Jessica Sellers		0	$35	$0.00
Assistant Environmental Project Manager / Associate Planner	Anthony MacLaughlin		114	$38	$4,332.00
Associate Biologist	Nick Perazzo	$25-$35	100	$31	$0.00
Senior Botanist	Cheryl Ballntyne		0	$33	$0.00
Clerical	Ganna Kleppe		8	$28	$224.00

LABOR COSTS

a) Subtotal Direct Labor Costs $6,856.00

b) Anticipated Salary Increases (see page 2 for calculation) $ 171.40

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $ 7,027.40

INDIRECT COSTS

d) Fringe Benefits (Rate: 36.01%) e) Total Fringe Benefits [(c) x (d)] $ 2,530.57

f) Overhead & G&A (Rate: 136.91%) g) Overhead [(c) x (f)] $ 9,621.21

h) General & Admin (Rate:) i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 12,151.78

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee: 10% $ 1,917.92

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Gallaway Fuel for travel (miles)				$ -
ICF Fuel for travel (miles)	714.28	1.00	$ 0.70	$ 500.00
ICF NEIC Records Search	1	1.00	$ 1,500.00	$ 1,500.00
				$ -
				$ -
				$ -

l) TOTAL OTHER DIRECT COSTS **$ 2,000.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ICF $6,159.13

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) TOTAL SUBCONSULTANTS' COSTS **$6,159.13**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] $ 8,159.13

TOTAL COST [(c) + (j) + (k) + (n)] **$ 29,256.22**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Gallaway Enterprises**

Project No. Washington - Oroville Contract No. CO#1 Date **3/19/2026**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 6,856.00		222	=	$ 30.88	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 30.88	+	5%	=	$ 32.43	Year 2 Avg Hourly Rate
Year 2	$ 32.43	+	5%	=	$ 34.05	Year 3 Avg Hourly Rate
Year 3	$ 34.05	+	5%	=	$ 35.75	Year 4 Avg Hourly Rate
Year 4	$ 35.75	+	5%	=	$ 37.54	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	222.0	=	111.0	Estimated Hours Year 1
Year 2	50.00%	*	222.0	=	111.0	Estimated Hours Year 2
Year 3	0.00%	*	222.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	222.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	222.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	222.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 30.88	*	111	=	$ 3,428.00	Estimated Hours Year 1
Year 2	$ 32.43	*	111	=	$ 3,599.40	Estimated Hours Year 2
Year 3	$ 34.05	*	0	=	$ -	Estimated Hours Year 3
Year 4	$ 35.75	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ -	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 7,027.40	
			Direct Labor Subtotal before Escalation	=	$ 6,856.00	
			Estimated total of Direct Labor Salary Increase	=	**$ 171.40**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kevin Sevier

Title *: Vice President

Signature:

Date of Certification: 3/19/2026

Email: kevin@gallawayenterprises.com

Phone number: 530-332-9909

Address: 117 Meyers Street suite 120 Chico, CA 95928

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

environmental consulting in support of CEQA and NEPA

COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: **Bennett Engineering Services** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. **7.7** Contract No. _____ Date: 5/15/2026

Direct Labor 7.7.1 90% PS&E 16

Classification/Title	8	Hours	Actual or Average Hourly Rate	Total
Engineer 10	K. Dan Yau	16.0	$115.59	$1,849.44
Engineer 10	Kin Chan	27.0	$107.64	$2,906.28
Engineer 9	Sandy Wong	15.0	$96.15	$1,442.25
Engineer 5	Kirk Meyer		$60.00	
Engineer 8	Staff / TBD		$90.00	
Engineer 7	Staff / TBD	100.0	$76.00	$7,600.00
Engineer 6	Staff / TBD		$67.00	
Engineer 5	Staff / TBD		$58.00	
Engineer 4	Staff / TBD		$49.00	
Engineer 3	Staff / TBD	130.0	$45.00	$5,850.00
Engineer 2	Staff / TBD	100.0	$38.50	$3,850.00
Engineer 1	Staff / TBD		$35.00	
	Total	388.0		$23,497.97

LABOR COSTS

a) Subtotal Direct Labor Costs $23,497.97

b) Anticipated Salary Increases (Note 3)

Optional Anticipated Salary

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] **$23,497.97**

INDIRECT COSTS

d) Fringe Benefits (Rate): 47.39% e) Total Fringe Benefits [(c) × (d)] $11,135.69

f) Overhead (Rate): 83.26% g) Overhead [(c) × (f)] $19,564.41

h) General and Administrative (Rate): i) Gen & Admin [(c) × (f)]

j) **TOTAL INDIRECT COSTS** [(e) +(g) + (i)] **$30,700.10**

FIXED FEE k) **TOTAL FIXED PROFIT** **10%** **$5,419.81**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Traffic Counts		EA		
U.S. Mail		EA		
Overnight Mail Service		EA		
Personal Vehicle	475	Mile	$0.720	$342.00
Per Diem		Day		
Permit Fees		EA		
Research Fee		EA		
Records Search		EA		
Tolls & Parking		EA		
Base Project ODC's Subtotal				**$342.00**
Optional ODC's Subtotal				

l) **TOTAL OTHER DIRECT COSTS** $342.00

m) **SUBCONSULTANT'S COSTS (add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS**

n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS** [(l) + (m)] **$342.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$59,959.87**

NOTES:

1. Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.
4. Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
5. Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.

COST PROPOSAL FORM 2 OF 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant **Bennett Engineering Services** ☐ Prime Consultant ☒ Subconsultant

Project No. 7.7 Contract No. TBD Date 5/15/2026

7.7 Signals, Ligł 23

SCHEDULE OF OTHER DIRECT COST ITEMS				
PRIME CONSULTANT				
DESCRIPTION OF ITEMS	**Respondin g to Bid**	**Unit**	**Unit Cost**	**Total**
Traffic Counts	denda to PS&	EA	$0.00	$0.00
U.S. Mail	0.00	EA	$0.00	$0.00
Overnight Mail Service	0.00	EA	$0.00	$0.00
Personal Vehicle	475.00	Mile	$0.72	$342.00
Per Diem	0.00	Day	$0.00	$0.00
Permit Fees	0.00	EA	$0.00	$0.00
Research Fee	0.00	EA	$0.00	$0.00
Records Search	0.00	EA	$0.00	$0.00
Tolls & Parking	0.00	EA	$0.00	$0.00
0	0.00	0	$0.00	$0.00
Total ODCs				**$342.00**
Subconsultant 1:				$0.00
Subconsultant 2:				$0.00
Subconsultant 3:				$0.00
Subconsultant 4:				$0.00
Subconsultant Total				**$0.00**
			Total:	$342.00

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.

EXHIBIT CP1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal	23 / 16	Avg Hourly Rate	5 Year Contract Duration
$23,497.97		388		$60.56	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	$60.56	+	3.00%	=	$62.38	Year 2 Avg Hourly Rate
Year 2	$62.38	+	3.00%	=	$64.25	Year 3 Avg Hourly Rate
Year 3	$64.25	+	3.00%	=	$66.18	Year 4 Avg Hourly Rate
Year 4	$66.18	+	3.00%	=	$68.16	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	388.0	=	388.0	Estimated Hours Year 1
Year 2		*	388.0	=		Estimated Hours Year 2
Year 3		*	388.0	=		Estimated Hours Year 3
Year 4		*	388.0	=		Estimated Hours Year 4
Year 5		*	388.0	=		Estimated Hours Year 5
Total	100%		Total	=	388.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$60.56	*	388.0	=	$23,497.97	Estimated Hours Year 1
Year 2	$62.38	*		=		Estimated Hours Year 2
Year 3	$64.25	*		=		Estimated Hours Year 3
Year 4	$66.18	*		=		Estimated Hours Year 4
Year 5	$68.16	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$23,497.97	
	Direct Labor Subtotal before Escalation			=	$23,497.97	
	Estimated total of Direct Labor Salary Increase			=		Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Leo Rubio Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 5/15/2026

Email: lrubio@ben-en.com Phone Number: 916.783.4100

Address: 1082 Sunrise Avenue, Suite 100, Roseville, CA 95661

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **LETTER TO PACIFIC GAS AND ELECTRIC EXPRESSING DISAPPOINTMENT REGARDING THE DELAY AND POTENTIAL CANCELLATION OF THE OROVILLE RULE 20A PROJECT AND REQUESTING RECONSIDERATION**

DATE: **AUGUST 18, 2026**

SUMMARY

The City Council shall consider sending a letter to Pacific Gas and Electric (PG&E) expressing disappointment and requesting information regarding the delay and potential cancellation of the Oroville Rule 20A project and request reconsideration.

DISCUSSION

The City has had an approved utility underground project funded through Rule 20A (which are funded by ratepayers), that dates back to 2011. The project would place overhead utilities underground on Myers Street from Oro Damn Blvd. to Wyandotte. With the heavy foot and vehicle traffic, eliminating the overhead utilities was slated to improve public safety along the corridor along with improving the aesthetics of the area.

A little over one year ago, the City received additional credits for this project and was told it was slated for construction in 2030.

Staff recently received notice that the City project was going to be delayed and potentially abandoned altogether, raising serious concerns. Communities invest significant time, planning, and public resources in preparing these projects based on the understanding that allocated credits represent a genuine commitment toward eventual construction.

The need for this project has not diminished, and neither has the community's expectation for the long-promised improvements.

Staff are requesting to send a letter asking PG&E to reconsider this decision.

FISCAL IMPACT

None.

ACTION REQUESTED -

AUTHORIZE STAFF TO SEND LETTER AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Draft letter to PG&E

City of Oroville

OFFICE OF THE MAYOR

David W. Pittman
Mayor

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

August 18, 2026

Pacific Gas and Electric
Attn: Patti Poppe, CEO
300 Lakeside Dr.
Oakland, CA 94612

RE: Rule 20A Project ID# 11-04015-01 – Myers Street Underground

Dear Ms. Poppe,

I am writing to express my sincere disappointment regarding PG&E's recent notification that the City of Oroville's Rule 20A underground utility project on Myers Street (Project ID #11-04015-01) — from Highway 162 to Wyandotte - has been pushed back and is now unlikely to be constructed, despite having been allocated 3,188,000 Rule 20A credits.

This news is deeply discouraging to our community, much of which is disadvantaged. The Myers Street corridor is a vital gateway to Oroville and has long been identified as a location where undergrounding utility infrastructure would provide meaningful benefits to public safety, reliability, aesthetics, and economic development. For years, our community has anticipated that these dedicated Rule 20A credits would help bring this much-needed improvement to fruition.

Learning that a project which appeared to have secured funding is now at risk of being indefinitely delayed—or potentially abandoned altogether—raises serious concerns about the reliability of the Rule 20A program and the expectations that local governments and residents have reasonably placed in it. Communities invest significant time, planning, and public resources in preparing these projects based on the understanding that allocated credits represent a genuine commitment toward eventual construction.

We respectfully ask PG&E to reconsider their priorities. Given the history that PG&E has in this region, this latest action gives the City and this community significant concern regarding the leadership of PG&E.

We urge PG&E to reconsider this decision and work collaboratively with the City of Oroville to identify a path forward. The need for this project has not diminished, and neither has the community's expectation that long-promised infrastructure improvements will be honored.

We appreciate your attention to these concerns and look forward to your prompt response outlining how PG&E intends to support the completion of this important project.

Sincerely,

David Pittman
Mayor

cc. Senator Megan Dahle
Congressman James Gallagher
Joe Wilson, Regional Vice President, PG&E
Brenda Narayan, Government Affairs Representative, PG&E
Paul Yoder, Shaw Yoder Antwih Schmelzer and Lange

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **ALTERNATIVES FOR FILLING POTENTIAL DISTRICT A VACANCY**

DATE: **AUGUST 18, 2026**

SUMMARY

The City Council shall consider alternatives for filling potential vacancy in District A, should Councilmember Johnstone not find a new place of residency within the district.

DISCUSSION

Councilmember Johnstone has informed staff and the City Council that she has recently sold her home within District A. Oroville Municipal Code section 2.08.120 (C.) requires residency in the District that you are elected to. Section 2.08.120 (D.) stipulates that unless a the councilmember finds a substitute place of residence within the district within 30 days after termination of residency, the termination of residency shall create a vacancy for the district. Should councilmember Johnstone not find an alternative place of residency within District A, by August 30, 2026, she will be required to resign from the position and the position shall become vacant.

Should a City Council seat become vacant, pursuant to Government Code section 36512(b), the Council shall have 60 days from the commencement of the vacancy to fill the vacancy by appointment or call for a special election. If filled by appointment, the person appointed shall fill the vacancy and hold office for the unexpired term of the former incumbent.

Alternatives to consider should the seat become vacant:

1. Invite eligible members of the public to put in an application for consideration to be appointed to fill the vacancy and hold office for the remainder of the unexpired term. Allow two – three weeks for applications to be received. Put item on the October 6, 2026 agenda for the Council to consider appointment for the remainder of the term. Appointment will be by majority of the Council.

2. Request a special election.

Given the timing of the next election, staff recommend that the Council go through the appointment process.

Tentative Timeline:

1. Should seat become vacant, notice shall be given to the public on August 31, 2026.
2. Eligible interested individuals shall submit their interest packet by September 11 or September 18, 2026 or a different date to be determined.
3. Eligible interested individuals shall be considered by appointment from the Council at the October 6, 2026 regular City Council meeting.

FISCAL IMPACT

None.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **CITY COUNCIL REGULAR MEETING AGENDA POSTING TIMELINES**

DATE: **AUGUST 18, 2026**

SUMMARY

The City Council shall consider directing staff to change the timing associated with the publishing of regular City Council agendas.

DISCUSSION

At the request of Council Member Thomson and Council Member Reynolds, the Council shall consider directing staff to modify existing publishing timelines associated with the Regular City Council meeting agendas.

California Government Code section 54954.2(a)(1) states that at least 72 hours (3 days) before a regular meeting, the legislative body must post an agenda that meets all the applicable requirements.

Current practice is to post the agenda and packet 96 hours (4 days) before the meeting. However, if all items have been submitted and have been and appropriately reviewed, staff posts the agenda and packet 120 hours (5 days) before the meeting.

In checking with other jurisdictions, standard practice for posting the agenda packet varies from the Wednesday before the meeting (6 days) to the Friday before the meeting (3 days). Moving the posting date up will allow more time for the Council and the public to review all of the material; while at the same time, may result in some items to be pushed to later agendas.

FISCAL IMPACT

None.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **FIRST READING OF ORDINANCE NO. 1900 REQUIRING SHORT-TERM RENTAL PLATFORMS LISTING ADDRESSES PURSUANT TO SB 346**

DATE: **AUGUST 18, 2026**

SUMMARY

SB 346, The Short-Term Rental Facilitator Act of 2025 allows cities and counties to pass local ordinances requiring platforms such as Airbnb, VRBO, and similar entities to provide local jurisdictions with the physical street address of each listing. The proposed ordinance formally codifies these requirements into the Oroville Municipal Code, ensuring platforms submit listing addresses directly to the City for verification, enforcement, and taxation purposes**.**

DISCUSSION

The City does not possess a comprehensive inventory of STR properties operating within Oroville. Accurate, platform-verified addresses would improve coordination among Fire, Police, Code Enforcement, Building, and other City functions when responding to incidents or complaints and provide a more level playing field for established lodging businesses that collect Transient Occupancy Tax (TOT).

Public Safety

The City's primary concern is public safety. Frequent turnover of occupants unfamiliar with the property, neighborhood, emergency procedures, and evacuation routes can create concerns involving occupancy, ingress and egress, fire and life safety, parking, nuisance activity, and impacts to neighboring properties.

The City's ability to appropriately respond to these issues begins with knowing where STRs are located.

Level Playing Field

The reporting requirement would also promote fairness among businesses providing transient lodging in Oroville. Hotels and other established lodging businesses operate

at known locations and are subject to applicable building, fire, business, land-use, and tax requirements. STRs compete for many of the same overnight visitors but may avoid applicable requirements when their operations are unknown to the City.

Accurate STR location information will help ensure businesses providing comparable lodging services operate under a fair and consistent regulatory framework.

Additionally, the reporting requirements should improve administration of the City's existing TOT requirements by allowing platform-provided information to be compared with City records to identify properties operating without appropriate registration or reporting.

FISCAL IMPACT

The ordinance may result in additional TOT revenue if currently unidentified or unregistered STR operations are identified through the reporting process. The amount cannot presently be estimated because the City does not have reliable data regarding the number of STRs currently operating in Oroville. Administrative costs are expected to consist primarily of staff time for compliance monitoring.

ACTION REQUESTED -

CONDUCT A PUBLIC HEARING FOR THE FIRST READING OF ORDINANCE NO. 1900 – SHORT-TERM RENTAL HOSTING PLATFORMS TO REPORT LISTING ADDRESSES IN COMPLIANCE WITH SB 346

ATTACHMENTS

Ordinance No. 1900

CITY OF OROVILLE
ORDINANCE NO. 1900

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING CHAPTER___TO THE OROVILLE MUNICIPAL CODE TO REQUIRE SHORT-TERM RENTAL HOSTING PLATFORMS TO REPORT LISTING ADDRESSES IN COMPLIANCE WITH SB 346

WHEREAS SB 346 The Short-Term Rental Facilitator Act of 2025 a state law allowing cities and counties to compel short-term rental platforms (like Airbnb and Vrbo) to disclose host data and physical addresses.

WHEREAS SB 346 further requires hosting platforms to provide local jurisdictions with the physical street address of each listed short-term rental;

WHEREAS the City of Oroville seeks to ensure compliance with State reporting requirements, improve transparency, and support accurate TOT collection;

WHEREAS establishing local reporting standards ensures the City receives address data in a timely and usable format;

NOW, THEREFORE, the Council of the City of Oroville does ordain as follows:

SECTION 1. **Findings**. The City Council finds that requiring STR hosting platforms to report listing addresses improves TOT administration, enhances enforcement of local business registration requirements, and supports fair operation of short-term rentals within the City.

SECTION 2. Definitions. For the purposes of this chapter: 'Hosting Platform' means any digital platform such as but not limited to Airbnb or VRBO; 'Short-Term Rental (STR)' means a residence or a portion of a residence rented for 30 days or fewer.

SECTION 3. **Reporting Requirements**: Hosting platforms must submit quarterly electronic reports containing listing addresses, host names, nights rented, and TOT receipts.

SECTION 4. Enforcement: Noncompliance may result in administrative fines and additional enforcement.

SECTION 5. Severability: If any provision is invalid, remaining provisions continue in full force.

SECTION 6. Effective Date: This ordinance becomes effective 30 days after adoption.

PASSED AND ADOPTED at a regular meeting held on August 18, 2026 by the City Council of the City of Oroville by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED AS TO FORM:

_____

_____

David Ritchie, Asst. City Attorney

David Pittman, Mayor

ATTEST:

_____

Kayla Reaster, Asst. City Clerk

CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

7/1/2026 to 7/31/2026

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:
All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center
First Due Station:
The jurisdicational agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing First Due Station to another agency:

Agencies

- CABIG City of Biggs Fire Department
- CABTU CAL FIRE Butte Unit
- CABTC Butte County Fire Department
- CACDF CAL FIRE (Out Of Unit Activity)
- CACHI City of Chico Fire Department
- CAEMD El Medio Fire Protection District
- CAGRD City of Gridley Fire Department
- CALNF United States Forest Service Lassen National Forest
- CAMAY Marysville Fire Department
- CAMTR Mooretown Rancheria
- CAORO City of Oroville Fire Department
- CAPNF United States Forest Service Plumas National Forest
- CAPRA Town of Paradise Fire Department
- CASTC Sutter County Fire Department
- CATCR Tehama County Fire Department
- CAXPU Plumas County Unprotected Area

Incident Types

- MED - Medicals
- MEDFSS (Medical Flight)
- MEDA - Medical Code 2
- T/C - Traffic Collisions
- HAZ-CON - Hazardous Conditions
- P/A - Public Assists
- OTH - Other / Miscellanies
- ECC - Emergency Command Center Specific Incidents
- HAZ-MAT - Hazardous Materials
- RESCUE - Technical Rescues
- VEG - Vegetation Fires
- STR - Structure Fires
- VEH - Vehicle Fires
- OTH FIRES - Other Fire Types not categorized above
- F/A - False Alarms (Fires)

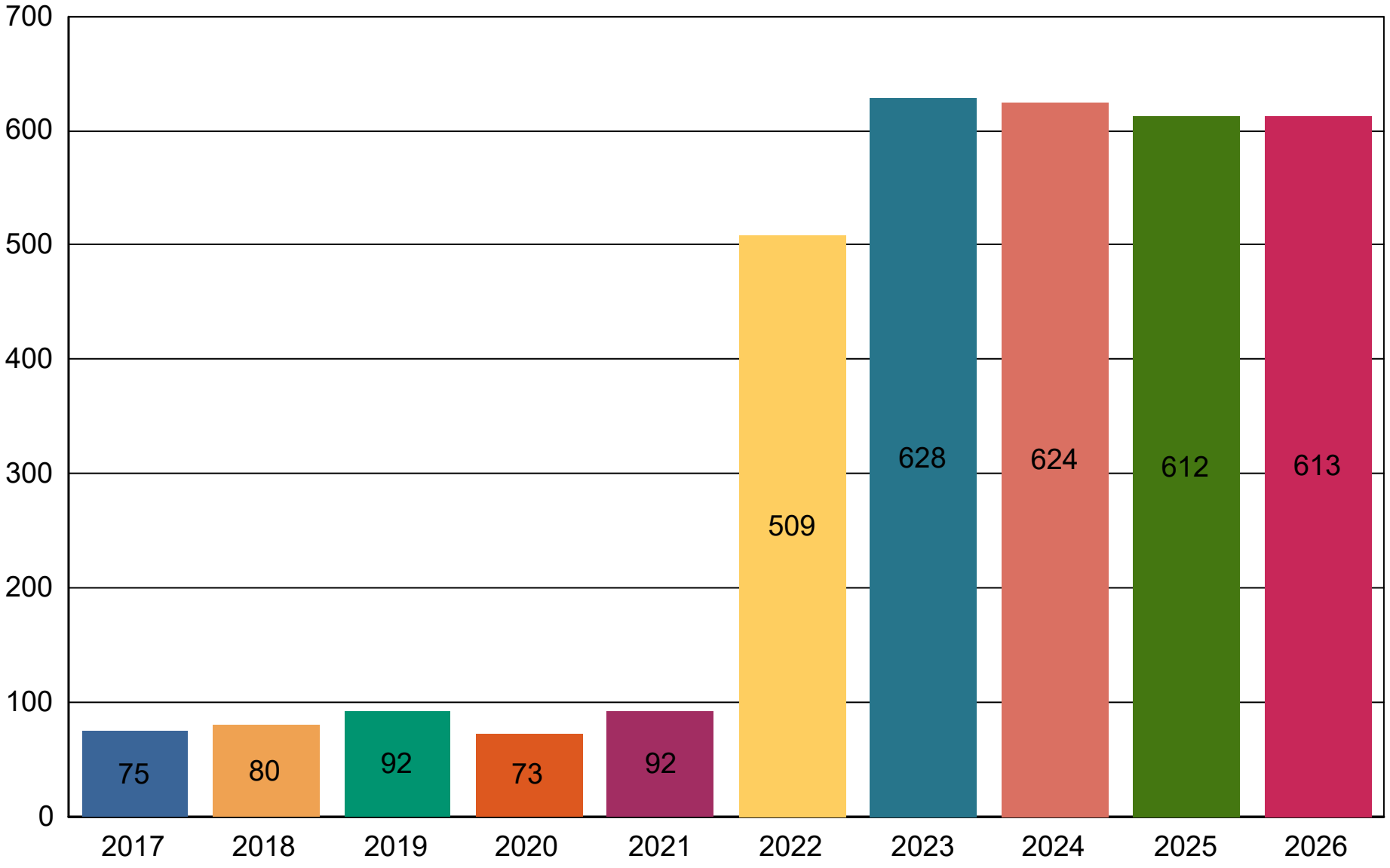
Stations

11 - CAL FIRE Butte Meadows	13 - CAL FIRE Stirling City	22 - CAL FIRE Cohasset
23 - CAL FIRE Forest Ranch	25 - Butte County Fire Butte College	33 - Butte County Fire Upper Ridge
35 - CAL FIRE Paradise	36 - CAL FIRE Jarbo Gap	41 - Butte County Fire Nord
44 - Butte County Fire South Chico	45 - Butte County Fire Durham	51 - CAL FIRE Feather Falls
54 - CAL FIRE Robinson Mill	55 - Butte County Fire Bangor	62 - CAL FIRE Harts Mill
63 - CAL FIRE Oroville	64 - Butte County Fire Kelly Ridge	71 - Butte County Fire Richvale
72 - Butte County Fire Palermo	73 - Butte County Fire Biggs	74 - Butte County Fire Gridley
81 - Paradise Birch Street	82 - Paradise South Libby Rd	91- CAL FIRE Oroville

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

7/1/26 To 7/31/26

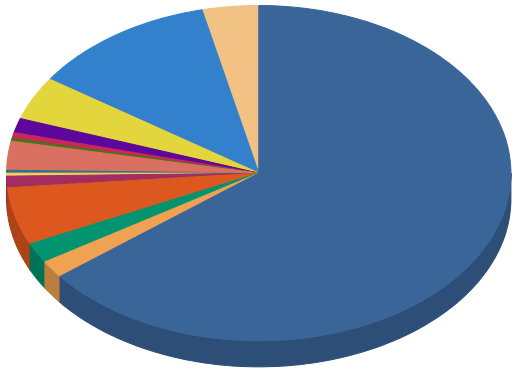


** DATA IS UNAVAILABLE PRIOR TO 02/11/2004*

Agency Activity 7/1/2026 to 7/31/2026

	MED	T/C	HAZ-CON	P/A	OTH	ECC	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	HFSFW	MEDC2	MVISTG	Total
CAORO	395	10	12	35	6	2	2	17	1	3	9	25	1	73	22	613
Total	395	10	12	35	6	2	2	17	1	3	9	25	1	73	22	613

Incident Type Percentages (All Agencies)



MEDICALS	395	64.4%
TRAFFIC COLLISIONS	10	1.6%
HAZARDOUS CONDITIONS	12	2.0%
PUBLIC ASSISTS	35	5.7%
OTHER INCIDENTS	6	1.0%
ECC INCIDENTS	2	0.3%
RESCUES	2	0.3%
VEGETATION FIRES	17	2.8%
STRUCTURE FIRES	1	0.2%
VEHICLE FIRES	3	0.5%
OTHER FIRES	9	1.5%
FALSE ALARMS	25	4.1%
HFSFW	1	0.2%
MEDC2	73	11.9%
MVISTG	22	3.6%
Total:	613	100.0%

Cooperator Assitance Provided to *CAL FIRE*/Butte County Fire
7/1/2026 to 7/31/2026

	MED	T/C	HAZ-CON	P/A	OTH	ECC	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	HFSFW	MEDC2
CAORO	362	23	12	31	9	1	8	24	6	3	11	20	5	79
Total	362	23	12	31	9	1	8	24	6	3	11	20	5	79

Resource Agency Response to Jurisdictional Agency
7/1/2026 to 7/31/2026

CAORO to CAORO

Total Number of Incidents: **472**

Total Number of Resources Responding: **570**

		MED	T/C	HAZ-CON	P/A	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	OAMADM	Total
CAORO	**B9B**	0	5	5	0	2	8	1	0	0	7	0	0	0	28
	BOAT91	0	0	0	0	1	0	0	0	0	0	0	0	1	2
	E391	3	0	0	0	0	2	0	0	0	0	1	0	1	7
	E91	250	9	3	4	1	14	1	3	7	10	55	11	0	368
	E92	78	8	10	22	1	10	1	0	3	11	10	3	0	157
	E93	2	0	0	0	0	0	0	0	0	0	0	1	0	3
	RS91	0	0	0	0	1	0	0	0	0	0	0	0	1	2
	U91	1	0	0	0	0	0	0	0	0	0	0	0	2	3
	Total	334	22	18	26	6	34	3	3	10	28	66	15	5	570

Resource Agency Response to Jurisdictional Agency
7/1/2026 to 7/31/2026
CABTC to CAORO

Total Number of Incidents: **129**

Total Number of Resources Responding: **152**

		MED	T/C	HAZ-CON	P/A	RESCUE	VEG	STR	OTH FIRE	F/A	HFSFW	MEDC2	MVISTG	Total
CABTC	**CO64**	0	1	0	0	0	4	0	0	0	0	0	1	6
	E63	63	1	1	8	3	10	1	1	8	1	7	6	110
	E64	1	0	0	0	0	0	0	0	0	0	1	0	2
	E71	3	0	0	0	0	0	0	0	0	0	0	1	4
	E72	3	1	0	0	0	2	0	0	0	0	1	0	7
	WT64	0	0	0	0	0	2	0	0	0	0	0	0	2
	Others	4	0	1	1	6	4	2	0	2	0	0	1	21
	Total	74	3	2	9	9	22	3	1	10	1	9	9	152

Resource Agency Response to Jurisdictional Agency
7/1/2026 to 7/31/2026
CAORO to CABTC

Total Number of Incidents: **111**

Total Number of Resources Responding: **128**

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	OTH FIRE	F/A	HFSFW	MEDC2	MTCACN	MVISTG
CAORO	**B9B**	0	5	0	0	0	1	1	0	0	2	0	0	0	0
	BOAT91	0	0	0	0	0	4	0	0	0	0	0	0	0	0
	E391	1	0	0	0	0	0	0	0	0	0	2	0	0	0
	E91	41	7	1	1	1	0	1	3	1	8	0	9	0	5
	E92	4	2	0	5	0	0	0	4	2	3	2	5	1	2
	RS91	0	0	0	0	0	3	0	0	0	0	0	0	0	0
	RWC91	0	0	0	0	0	1	0	0	0	0	0	0	0	0
	Total	46	14	1	6	1	9	2	7	3	13	4	14	1	7

Resource Agency Response to Jurisdictional Agency
07/01/2026 to 07/31/2026
CAL FIRE to CAORO

Total Number of Incidents: **87**

Total Number of Resources Responding: **190**

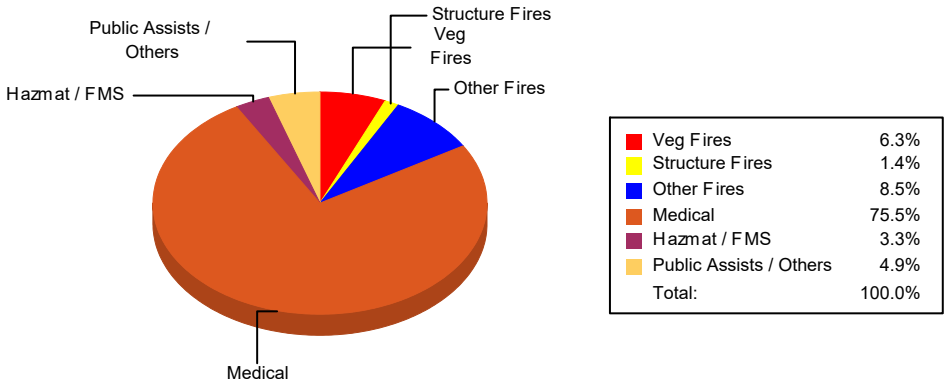
		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	HFSFW	MEDC2	OAMADM
CABTU	**B2102**	0	2	0	0	0	0	0	0	0	0	1	0	0	0
	B2103	0	0	0	0	0	0	1	0	0	0	0	0	0	0
	B2105	0	0	0	0	0	0	2	0	0	1	0	0	0	0
	B2114	0	0	0	0	0	1	0	0	0	0	0	0	0	0
	B2115	0	1	0	0	0	1	1	0	0	0	0	0	0	0
	B2116	0	1	0	0	0	0	3	0	0	0	0	0	0	0
	B2117	0	1	0	0	0	1	0	0	0	0	0	0	0	0
	B2120	0	0	0	0	3	0	2	0	0	0	0	0	0	0
	B3	0	0	1	0	0	0	1	0	0	0	5	0	0	0
	CH2101	0	0	0	0	0	0	2	0	0	0	0	0	0	0
	D2105	0	0	0	0	0	2	1	0	0	0	0	0	0	0
	D9	0	0	0	0	0	0	0	1	0	0	0	0	0	0
	DIVOPS	0	0	0	0	0	1	0	0	0	0	0	0	0	0
	E1164	0	0	0	0	0	0	0	0	0	1	1	0	0	0
	E1183	0	0	0	0	0	0	0	0	0	0	1	0	0	0
	E2161	1	0	0	0	0	0	2	0	0	0	1	0	0	0
	E2164	1	0	0	0	0	0	0	0	0	0	0	0	0	0
	E2165	1	0	0	0	0	0	0	1	0	0	0	0	0	0
	E2167	2	0	0	0	0	0	2	0	0	0	0	0	0	0
	E2168	0	1	0	0	0	0	0	0	0	0	0	0	0	0

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	HFSFW	MEDC2	OAMAM
CABTU	**E2169**	16	0	0	1	0	0	4	0	0	0	1	1	2	1
	E2180	9	1	0	1	0	1	4	0	0	0	3	0	0	1
	E2185	1	0	0	0	0	0	0	0	0	0	0	0	0	0
	E2186	3	0	0	0	0	0	0	0	0	0	1	0	0	0
	ECC-DAY	0	0	0	0	0	1	0	0	0	0	0	0	0	0
	P2121	0	0	0	1	3	0	6	0	1	0	0	1	0	0
	P2122	0	0	0	0	1	0	5	0	0	0	0	0	0	0
	P2123	0	0	0	0	1	0	6	0	1	0	1	1	0	0
	P2124	0	0	0	0	0	0	1	1	1	0	0	0	0	0
	P2125B	0	0	0	0	0	1	0	0	0	0	0	0	0	0
	PIO2150	0	0	0	0	0	1	1	1	0	0	0	0	0	0
	PIOADVSE	0	0	0	0	0	2	17	1	0	1	1	0	0	0
	PRVADVSE	0	0	0	0	0	0	16	1	3	1	1	0	0	0
	S2103	0	0	0	0	0	1	0	0	0	0	0	0	0	0
	T2106	0	0	0	0	0	0	1	0	0	0	0	0	0	0
	T2107	0	0	0	0	0	0	2	0	0	0	0	0	0	0
	T2108	0	0	1	0	0	1	0	0	0	0	0	0	0	0
	TD2140	0	0	0	0	0	0	1	0	0	0	0	0	0	0
	TD2141	0	0	0	0	0	0	1	0	0	0	0	0	0	0
	Total	34	7	2	3	8	14	82	6	6	4	17	3	2	2

Battalion 9 Total Responses
7/1/2026 to 7/31/2026

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9B	12	1	9	14	5	0	41
E391	6	0	0	5	2	1	14
E91	16	4	30	391	4	6	451
E92	10	5	20	114	12	27	188
Total	44	10	59	524	23	34	694

Number of Incidents / Incident Type

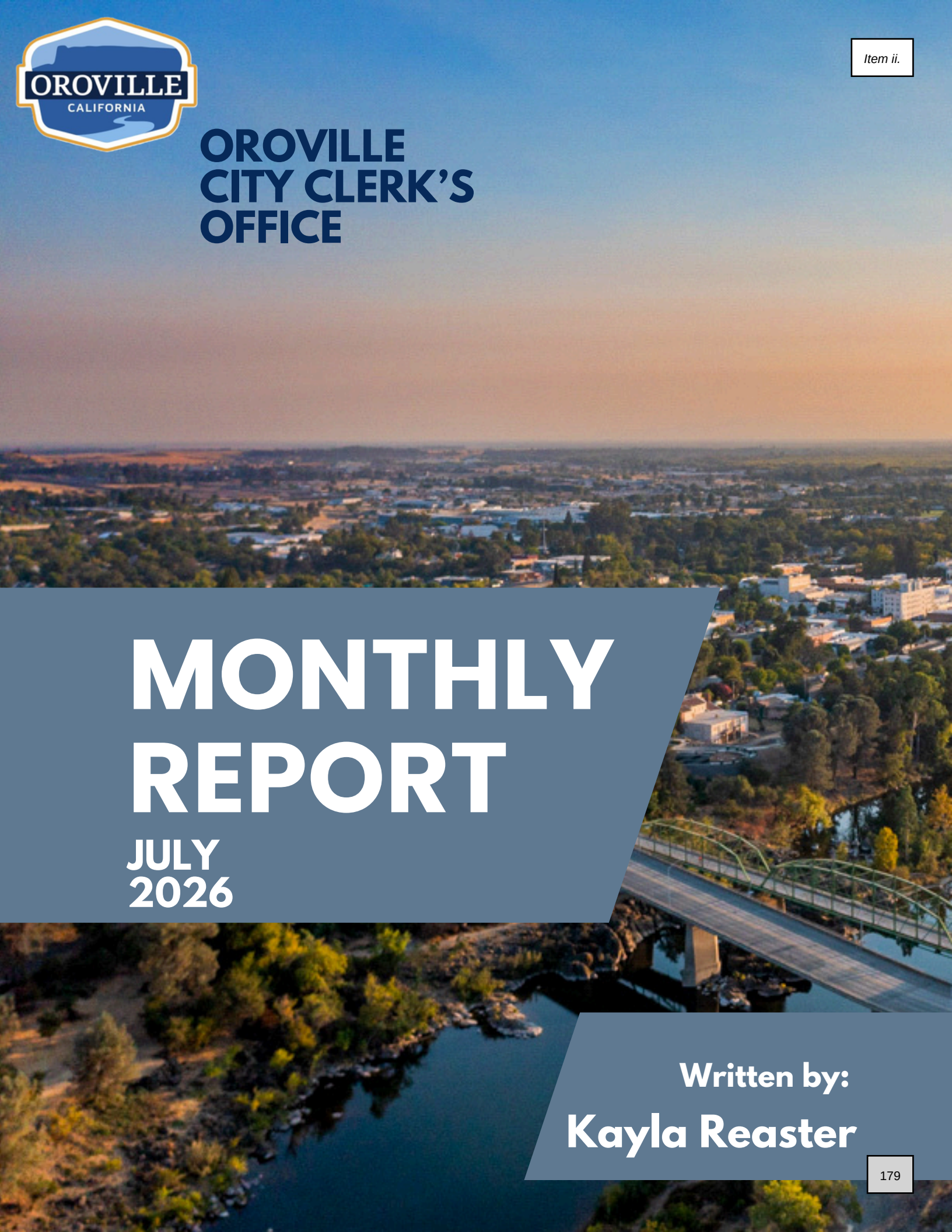


OROVILLE
CALIFORNIA

OROVILLE CITY CLERK'S OFFICE

MONTHLY REPORT

JULY 2026



Written by:
Kayla Reaster

Table of Contents

01 **Meetings Attended**

This section provides a comprehensive list of all City Council, Board, Commission, and Committee meetings attended during the reporting period in support of legislative, advisory, and administrative functions of the City.

02 **Agenda Items Processed**

A summary of all agenda items processed during the month, including coordination, review, editing, and routing in support of City Council, Board, Commission, and Committee meetings.

03 **PRA Overview**

This section summarizes the volume and status of Public Records Act requests administered by the City Clerk's Office to ensure transparency and timely statutory compliance.

04 **FPPC Filings**

A summary of FPPC filings handled during the reporting period.

05 **Contact Information**

This section provides contact information for the City Clerk's Office.

Meetings Attended

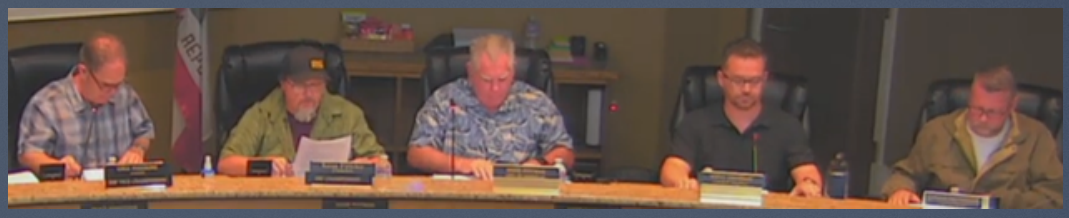
City Council Meetings:

- July 7, 2026
- July 21, 2026



Supplemental Benefits Fund:

- July 22, 2026



Citizen's Oversight Committee:

- June 9, 2026



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Agenda Items Processed

14 **Consent Calendar**
Items Processed

20 **Regular Business**
Items Processed

05 **Public Hearing**
Items Processed

07 **Correspondence**
Items Processed

530-538-2535
1735 Montgomery Street
Oroville, CA 95965

APRIL 2026
PUBLIC RECORD REQUEST DATA

MONTHLY STATISTICS

New and Closed Requests

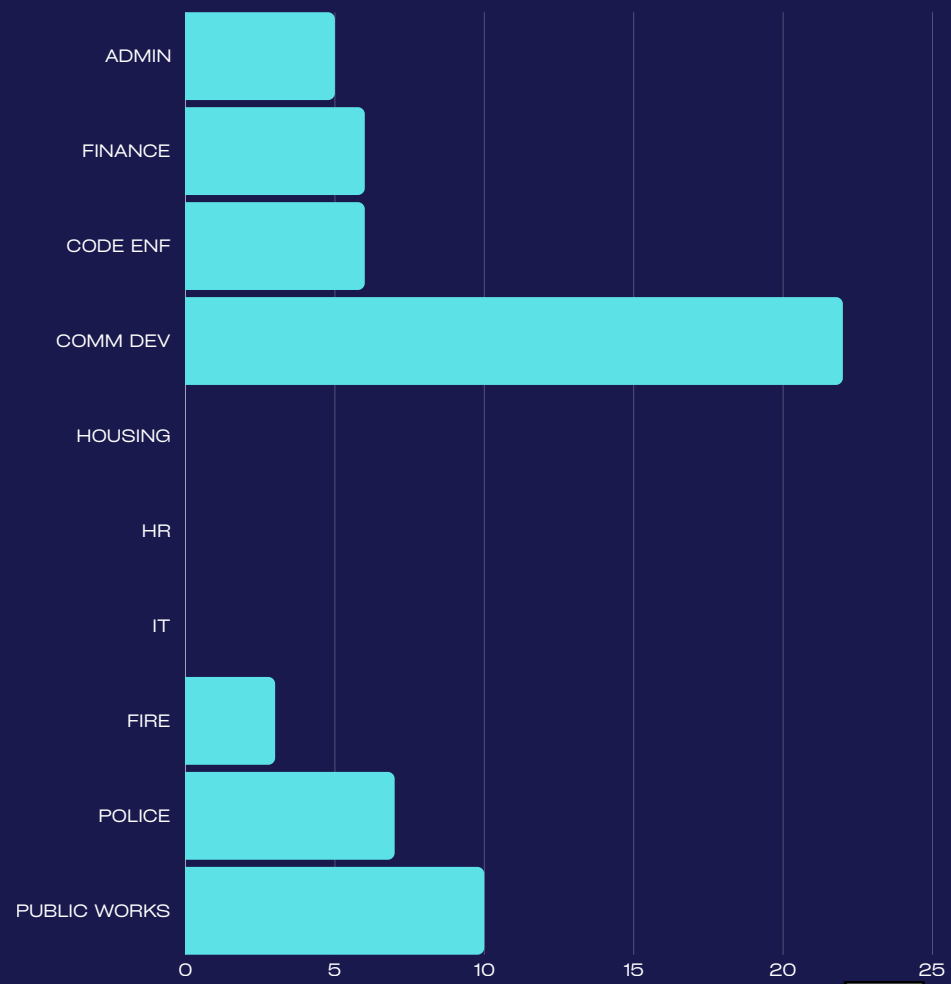
59 New Requests

53 Closed Requests

AVERAGE DAYS TO CLOSE

6.9 days

NEW REQUESTS BY DEPARTMENT



GENERAL ELECTION FILING INFORMATION

November 3, 2026 Statewide General Election Calendar in Brief

Candidate Filing	
July 13 to August 7 E-113 to E-88	Candidate Filing
August 7 to August 12 E-88 to E-83	Candidate Filing Extension
August 13 E-82	Random Alphabet Drawing
August 27 E-68	Certified Candidate List
September 7 to October 20 E-57 to E-14	Write-in Candidate Filing
Campaign Disclosure Filing	
Anytime to August 7	Form 501 – Candidate Intention Statement
July 31	Form 460 or 470 – Semi-Annual Statements Deadline
September 24	Form 460 or 470 – 1st Pre-Election Statement Deadline (07/01/2026 to 09/19/2026)
October 22	Form 460 – 2nd Pre-Election Statement Deadline (09/20/2026 to 10/17/2026)
Within 24 Hours	Form 497 Deadline – 24-hour reporting period for contributions from a single source in aggregate of $1,000 or more. (8/5/2026 to 11/3/2026)
February 1, 2027	Form 460 or 470 – Semi-Annual Statements Deadline
Form 700 Statement of Economic Interests Filing	
5pm August 7 Final Date of Filing E-88	Candidate Statement Requirement. Incumbents must file annual statement prior to their declaration of candidacy to avoid filing candidate statement.
Within 30 days	Deadline to file Assuming or Leaving Office Statements
Ballot Measure Filing	
July 13	Deadline to File Resolution Requesting Consolidation (BOS transmittal 7/28)
July 28	Board of Supervisors Meeting to approve Consolidations
August 7	County Clerk-Recorder Assignment of Ballot Measure Letter
August 7	Deadline to file Arguments in Favor of or Against
August 14	Deadline to file Argument Rebuttals
August 14	Deadline to file Impartial Analysis, Tax Rate Statement, or Fiscal Impact Report

City Clerk's Office

CONTACT US

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