



CITY COUNCIL

Bruce T. Roundy, Mayor
Jeffrey A. Tolley, Vice-Mayor
Dennis Hoffman
William "Billy" Irvin
Chris Dobbs

CITY OFFICIALS

Janet Wackerman
City Clerk

Leticia Espinosa
City Treasurer

CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street
ORLAND, CALIFORNIA 95963
Telephone (530) 865-1600
Fax (530) 865-1632

CITY MANAGER

Peter R. Carr

AGENDA REGULAR MEETING, ORLAND CITY COUNCIL

Monday, July 19, 2021

This meeting will be conducted pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 which suspends certain requirements of the Ralph M. Brown Act.

This City Council meeting will be held at Carnegie Center, 912 Third Street, Orland and teleconferenced using Zoom technology in compliance with current Executive Orders. All Councilmembers and City staff will be participating in person.

The public may participate in the meeting at Carnegie Center, by telephone or access the video via Zoom.

Please call: 1 (669) 900-9128 Webinar ID#: 868 9087 7836

1. CALL TO ORDER – 6:00 P.M.
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ORAL AND WRITTEN COMMUNICATIONS

A. Citizen Comments:

Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time when recognized by the Mayor. However, no formal action or discussion will be taken unless placed on a future agenda. Public is advised to limit discussion to one presentation per individual. While not required, please state your name and address for the record. Please direct your comments to the Mayor or Vice Mayor. **(Oral communications will be limited to three minutes).**

5. **CONSENT CALENDAR**

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for July 6, 2021.
- C. Receive and file Arts Commission minutes of May 12, 2021
- D. Receive and file Library Commission minutes of May 10, 2021
- E. Adopt Resolution 2021-15 – United States Dept. of Agriculture, Rural Development Community Facilities Program.

- F. Authorize City Manager or designee to sign construction engineering contract with Rolls Anderson & Rolls Engineering for Pedestrian Countdown Signal Heads and Pavement Markings project.

Comments from the public are welcomed. The Mayor will announce the opportunity for comments related to each action item on the agenda. Please limit your comments to three minutes per topic, and one comment per person per topic. Once the public comment period is closed, please allow the Council the opportunity to continue its consideration of the item without interruption.

6. ADMINISTRATIVE BUSINESS

- A. Request to Change day of City Council Meetings (Discussion/Action) – Justin Chaney, Fire Chief
- B. Green Waste Operations Update (Discussion/Direction)– Ed Vonasek, Public Works Director
- C. Verbal Update On Drought Conditions (Discussion/Direction)– Ed Vonasek, Public Works Director
- D. Pension Obligation Bonds Update (Discussion/Direction) — Jeffrey Small, Capital PFG

7. CITY COUNCIL COMMUNICATIONS AND REPORTS

8. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on July 15, 2021.

A complete agenda packet is available for public inspection during normal business hours at City Hall, 815 Fourth Street, in Orland or on the City's website at www.cityoforland.com where meeting minutes and audio recordings are also available.

In compliance with the Americans with Disabilities Act, the City of Orland will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's Office 865-1601 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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Peter R. Carr

WARRANT LIST

July 19, 2021

Warrant	7/15/21	\$	236,214.90
Payroll Compensation	6/17/21	\$	124,394.53
PERS	6/2/21	\$	34,514.42
PERS	6/9/21	\$	22,764.11
		\$	<u>360,609.43</u>

APPROVED BY

 Bruce T. Roundy, Mayor

 Jeffrey A. Tolley, Vice-Mayor

 Dennis Hoffman, Councilmember

 William "Billy" Irvin, Councilmember

 Chris Dobbs, Councilmember

REPORT.: Jul 15 21 Thursday
 RUN...: Jul 15 21 Time: 09:56
 Run By.: Detsy Guerrero

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 07-21 thru 07-21 Bank Account.: 1001

PAGE: 001
 ID #: PY-DP
 CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
053912	07/15/21	ABD00	ADVANCED DOCUMENT	78.14 39.09 173.87	INV48848 INV48849 INV48850	BD-PLAN/COPIES PD/COPIER USAGE CITY HALL/COPIES
			Check Total.....:	291.10		
053913	07/15/21	AIR01	Airgas-USA, LLC	116.12	4753185	FD MEASURE A/MEDICAL OXYGEN
053914	07/15/21	AME01	AMERIPRIDE UNIFORM SVCS	903.56	110455603	PW/UNIFORM CLEANING
053915	07/15/21	AND06	EDGAR ANDRADE	100.00	JULY 2021	Measure A UNIFORMS
053916	07/15/21	APP02	Appeal-Democrat	90.82	6/30/21	GRANTS;PLAN/PUBLIC NOTICES
053917	07/15/21	ATT06	A T & T	29.64	7/16/21	AC/PHONE LINE
053918	07/15/21	ATT10	AT&T MOBILITY (FIRST NET)	98.68	07102021	FD MEASURE A/PHONES
053919	07/15/21	AUT00	Auto Zone Inc.	39.64	409435070	PD/PROELITE CAR COVER
053920	07/15/21	BSN04	BSN Sports	196.19	912999038	REC/DURA STRIPE WHITE
053921	07/15/21	CAM03	EMILY CAMPOS	40.00	565	REC/REFUND PARK RESERVATION
053922	07/15/21	CAR02	CARDMEMBER SERVICE	1670.89 14.99 1371.72 1145.77 332.22 287.27 899.99	6/2021 6/28/21 2021JUNE 2021-JUNE 2021/28/6 JUNE 2021 JUNE28,21	FD MEASURE A/PARTS FOR ENGINES & RADIO CABLE ZOOM MEMBERSHIP PD/ADOBE, TRAINING AND TASER CLASS MULTI DEPTS/MISC. SUPPLIES PW/TRAINING & MEMBERSHIPS, CM/SUPPLIES REC/POOL SUPPLIES LIB/OFFICE SUPPLIES, WEBSITE & SOFTWARE
			Check Total.....:	5722.85		
053923	07/15/21	CAR03	GRANT CARMON	100.00	JULY 2021	Measure A UNIFORMS
053924	07/15/21	CES00	Kyle Cessna	100.00	JULY 2021	Measure A UNIFORMS
053925	07/15/21	COM02	Comcast	289.78	7/2-8/2	MULTI-DEPTS/INTERNET
053926	07/15/21	COR00	CORNING LUMBER CO., INC.	216.97	6/25/2021	PW/STREET SUPPLIES, REC SUPPLIES
053927	07/15/21	COR02	Corning Chevrolet Buick	220.04	0543,0534	FLEET-PD/PARTS
053928	07/15/21	COR05	Corning Ford	78.68	45674	FLEET-PW/VEHICLE PARTS
053929	07/15/21	CSA00	CSAC-EIA	612.72	22400035	EMPLOYEE ASST PROGRAM JULY-SEP 2021
053930	07/15/21	CSU04	CHICO STATE ENTERPRISES	5000.00	SP005915	GIS SVCS 7/1/20-06/30/21
053931	07/15/21	DAS00	DASH MEDICAL GLOVES	714.05	NV1238199	PD/NITRILE GLOVES
053932	07/15/21	DOJ03	DEPARTMENT OF JUSTICE	32.00	519708	PW/FINGERPRINTS
053933	07/15/21	DOW00	DOWN RANGE	187.64	151,156,6	FD MEASURE A/VOLUNTEER HATS, PANTS
053934	07/15/21	EIN02	Gregory P. Einhorn	3850.00	14404	CA/PROFESSIONAL SERVICES
053935	07/15/21	EIS00	Employers Investigative S	26.00	89351	GRANTS/CREDIT REPORT
053936	07/15/21	FLE04	FLEMING, JOHN	1764.00	6/30-7/13	BD/INSPECTION SERVICES
053937	07/15/21	FLO03	JOSE FLORES	100.00	JULY 2021	Measure A UNIFORMS
053938	07/15/21	FUL00	KRISTOPHER FULLMORE	100.00	JULY 2021	Measure A UNIFORMS
053939	07/15/21	GAY01	GAYNOR TELESYSTEMS INC	577.07	39597	FD MEASURE A/SUPPORT PLAN
053940	07/15/21	GLE02	GLENN COUNTY SHERIFF	37000.00	10232004	PD/ANIMAL AND DISPATCHER SERVICES
053941	07/15/21	GOL01	GOLDEN STATE RISK	46209.29	071521;11	HEALTH, DENTAL & VISION INSURANCE
053942	07/15/21	GON03	Loretta Gonsalves	431.20	7/6/21	REC/AGUA AEROBICS
053943	07/15/21	GRO00	Ferguson Enterprises Inc	241.31	959	PW/WATER MATERIALS
053944	07/15/21	HEI01	VIRGIL HEISE	100.00	JUNE 2021	FD/JANITORIAL
053945	07/15/21	HOU05	HOUSING TOOLS	10862.00	2078	HOUSING ELEMENT UPDATE
053946	07/15/21	IWO00	IWORQ	8000.00	5509	BD/IWORQ SOFTWARE
053947	07/15/21	JOH02	SEAN JOHNSON	100.00	JULY 2021	Measure A UNIFORMS
053948	07/15/21	JOH05	SEAN JOHNSON	150.00	7/8/2021	PD/PER DIEM FOR LESS LETHAL TRAINING

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053949	07/15/21	LAL00	Lalo's Tree Service	7100.00	1281	PW/TREE REMOVAL @ LOLLIPOP PARK
053950	07/15/21	LEX01	LEXIPOL LLC	3033.00	INVLEX298	PD/LAW ENFORCEMENT POLICY UPDATES
053951	07/15/21	LIN00	LINCOLN AQUATICS	8941.41	SNO064178	REC/CHLORINATING TABS
053952	07/15/21	LOW00	Katherine Lowery	100.00	JULY 2021	Measure A UNIFORMS
053953	07/15/21	MAR17	MARTINDALE, RYAN	100.00	JULY 2021	Measure A UNIFORMS
053954	07/15/21	MAT04	MATSON & ISOM	3766.50	636,421	MONTHLY BILLING JULY 2021, WEBSITE WORK
053955	07/15/21	MEJ00	Lilia Mejia-Aparicio	100.00	JULY 2021	Measure A UNIFORMS
053956	07/15/21	MEZ00	JODY MEZA	200.00	JUNE 2021	LIB/MILEAGE
053957	07/15/21	MIK00	MIKE'S REPAIR SHOP	41.90	5520147	PARKS/SUPPLIES
053958	07/15/21	MIL00	MILLER GLASS, INC.	55.00	3-346507	PD/WINDSHIELD REAPIR
053959	07/15/21	MIL07	MILLS, DARYL	100.00	JULY 2021	Measure A UNIFORMS
053960	07/15/21	MJB00	MJB WELDING SUPPLY, INC	10.50	6/30/2021	PW/CYLINDER RENTAL
053961	07/15/21	MME00	Municipal Maintenance Equ	254.07	6/30/2021	SEWER/VACCON PARTS
053962	07/15/21	MOT00	Motorola Solutions Inc.	35284.79	3242021	FD MEASURE A/PORTABLE RADIOS, BATTERIES, ANTENNAS
053963	07/15/21	MTS00	Mt. Shasta Spring Water	76.00	2780,6982	FD/COFFEE
053964	07/15/21	MUN03	MUNICIPAL EMERGENCY SVCS	6960.06	1597079*	FD MEASURE A/FIRE SHELTERS
053965	07/15/21	NAP00	NAPA AUTO PARTS	311.39 1213.13	5/6/84 6/25/2021	FD MEASURE A/BATTERY AND ENGINE PARTS PW/FLEET & SHOP MATERIALS
			Check Total.....:	1524.52		
053966	07/15/21	NOR06	NOR-MAC INC.	206.47	9640,3268	PW/PARKS SUPPLIES
053967	07/15/21	NOR22	NorthNet Library System	5604.00	1973	COOP SYSTEM CALPERS COST SHARE
053968	07/15/21	ORE00	O'REILLY AUTO	767.86	06/28/21	FLEET-PD-PW/PARTS AND SHOP MATERIALS
053969	07/15/21	ORH00	ORLAND HARDWARE	95.95 28.70	468829 468986	PD/C BATTERIES FOR OFFICE FD MEASURE A/OFFICE SUPPLIES
			Check Total.....:	124.65		
053970	07/15/21	ORL15	Orland Saw & Mower	1032.56	6/30/2021	PW/PARKS SUPPLIES
053971	07/15/21	PAR07	Parcel Quest	2500.00	21797	ANNUAL PARCEL QUEST NAVIGATOR ACCOUNT
053972	07/15/21	PER10	MELONIE PEREZ	150.00	420	REC/SWIMING LESSONS REFUND SESSION 3
053973	07/15/21	PGE00	PG&E	21543.45	7/12/21	MULTI-DEPTS/UTILITY USAGE
053974	07/15/21	PIN01	EDGAR PINEDO	100.00	JULY 2021	Measure A UNIFORMS
053975	07/15/21	PON00	PONCI'S WELDING	232.74	76274	PW/SHOP SUPPLIES
053976	07/15/21	QUI02	QUILL CORP.	30.68 55.99	17628052 17771356	MULTI/OFFICE SUPPLIES FD MEASURE A/WEBCAM & OFFICE SUPPLIES
			Check Total.....:	86.67		
053977	07/15/21	R&B00	R&B A CORE & MAIN COMPANY	4.23	P112989	PW/WATER PART
053978	07/15/21	RED00	REDDING-EUREKA FREIGHTLIN	86.34	101046261	FLEET-PW/TRUCK PARTS
053979	07/15/21	ROE01	Thomas Roenspie	150.00	7/8/2021	PD/PER DIEM LESS LETHAL TRAINING
053980	07/15/21	ROE02	Thomas Roenspie	100.00	JULY 2021	Measure A UNIFORMS
053981	07/15/21	SCH07	Scholastic	515.61	30722262	LIB/LUNCH WITH THE LIBRARY GRANT BOOKS
053982	07/15/21	SIL07	SILKE COMMUNICATIONS SOLU	4998.26	6/15/21	FD MEASURE A/PORTABLE RADIOS, BATTERIES,ANTENNAS
053983	07/15/21	SPE00	Speak Write	155.34	CD8EE487	PD/TRANSCRIPT SERVICES
053984	07/15/21	SSD00	SSDTTF	940.00	7/8/2021	PD/LESS LETHAL INSTRUCTOR TRAINING
053985	07/15/21	STO04	Jeffrey G. Dunn	213.00	7/2/2021	PEST CONTROL SERVICES
053986	07/15/21	STR02	STRYKER SALES, INC.	640.38	3445582M	FD MEASURE A/LUCAS POWER CORDS
053987	07/15/21	T-M00	T-MOBILE	30.10	6/21/21	LIB/WIFI HOTSPOT

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
053988	07/15/21	TEH06	TEHAMA TIRE SERVICE	431.79	10042239	FLEET-REC/TIRES
053989	07/15/21	TIA00	TIAA COMMERCIAL FINANCE,	246.93	8260597	PD/COPIER LEASE
053990	07/15/21	VAL02	VALLEY ROCK PRODUCTS	526.85	7444	PW/CONCRETE SAND
				517.06	1147444	PW/CONCRETE SAND & ROCK BASE
			Check Total.....:	1043.91		
053991	07/15/21	VAN00	VANTAGE POINT TRANSFER AG	1656.90	070121	DEF COMP PLAN 304591
053992	07/15/21	VLA00	RAYMOND J. VLACH	100.00	JULY 2021	Measure A UNIFORMS
053993	07/15/21	WIT01	Wittmeier Chevrolet	96.53	C2R403969	FLEET/PD PARTS
053994	07/15/21	\H001	LARI HOWSMON	118.08	000C10701	MQ CUSTOMER REFUND FOR HOW0026
			Cash Account Total.....:	236214.90		
			Total Disbursements.....:	236214.90		

REPORT.: 07/01/21
 RUN....: 07/01/21 Time: 16:20
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee**		Actual Period	Fiscal Period	Gross Amount
			Num	Name			
14198	07/01/21	06/30/21	CLO00	CLOYD, RILEY J	07-21	01-22	623.50
14199	07/01/21	06/30/21	CLO01	CLOYD, HANNAH	07-21	01-22	591.50
14200	07/01/21	06/30/21	COM01	COMBS, DANIEL T	07-21	01-22	938.88
14201	07/01/21	06/30/21	COM02	COMBS, ALLIE	07-21	01-22	154.00
14202	07/01/21	06/30/21	FIC00	FICHTER, QUENTIN	07-21	01-22	1484.71
14203	07/01/21	06/30/21	FOS00	FOSTER, EMILY	07-21	01-22	626.50
14204	07/01/21	06/30/21	KAR00	KARLE, CARSON	07-21	01-22	791.00
14205	07/01/21	06/30/21	KRA01	KRAEMER, KATHERINE	07-21	01-22	630.00
14206	07/01/21	06/30/21	ORO02	OROZCO, EVVEN	07-21	01-22	934.50
14207	07/01/21	06/30/21	RUB00	RUBIO, JENNIFER	07-21	01-22	658.00
14208	07/01/21	06/30/21	SIL01	SILVA, SOPHIA MARIE	07-21	01-22	168.00
14209	07/01/21	06/30/21	TES00	TESTERMAN, RUBY	07-21	01-22	1092.00
14210	07/01/21	06/30/21	VLA01	VLACH, ETHAN	07-21	01-22	857.50
14211	07/01/21	06/30/21	WAT01	WATHEN, CELESTINA S	07-21	01-22	315.00
14212	07/01/21	06/30/21	WAT03	WATHEN, AIDEN	07-21	01-22	507.50
14213	07/01/21	06/30/21	WAT04	WATHEN, MIDASIA	07-21	01-22	42.00
Z03942	07/01/21	06/30/21	ALV00	ALVARADO, ENRIQUE	07-21	01-22	955.50
Z03943	07/01/21	06/30/21	ALV01	ALVA, MICHAELA	07-21	01-22	1627.48
Z03944	07/01/21	06/30/21	AND00	ANDRADE, EDGAR	07-21	01-22	2565.32
Z03945	07/01/21	06/30/21	BAL00	BALDRIDGE, THEA	07-21	01-22	420.00
Z03946	07/01/21	06/30/21	BEL00	BELTER, ANNIE	07-21	01-22	595.00
Z03947	07/01/21	06/30/21	CAR02	CARMON, GRANT E	07-21	01-22	3427.32
Z03948	07/01/21	06/30/21	CAR03	CARR, PETER R	07-21	01-22	5769.23
Z03949	07/01/21	06/30/21	CES00	CESSNA, KYLE A	07-21	01-22	3587.43
Z03950	07/01/21	06/30/21	CHA01	CHANEY, JUSTIN	07-21	01-22	3745.39
Z03951	07/01/21	06/30/21	CON00	CONTRERAS, ISAAC	07-21	01-22	388.50
Z03952	07/01/21	06/30/21	CRA00	CRANDALL, JEREMY	07-21	01-22	353.08
Z03953	07/01/21	06/30/21	ESP00	ESPINOSA, LETICIA	07-21	01-22	1871.50
Z03954	07/01/21	06/30/21	ESP01	ESPELAND, JACOB	07-21	01-22	1246.00
Z03955	07/01/21	06/30/21	ESP02	ESPELAND, SAM	07-21	01-22	249.12
Z03956	07/01/21	06/30/21	FEN03	FENSKE, JOSEPH H	07-21	01-22	2854.74
Z03957	07/01/21	06/30/21	FLO00	FLORES, JOSE D	07-21	01-22	2762.24
Z03958	07/01/21	06/30/21	FUL00	FULLMORE, KRISTOPHER	07-21	01-22	3079.19
Z03959	07/01/21	06/30/21	GAM00	GAMBOA, YADIRA	07-21	01-22	197.68
Z03960	07/01/21	06/30/21	GUE01	GUERRERO, DEYSY D	07-21	01-22	2328.93
Z03961	07/01/21	06/30/21	GUE02	GUERRERO, JORGE	07-21	01-22	2046.25
Z03962	07/01/21	06/30/21	HAR00	ZOLLERHARRIS, TRAVIS	07-21	01-22	1804.69
Z03963	07/01/21	06/30/21	JOH01	JOHNSON, SEAN KARL	07-21	01-22	4328.26
Z03964	07/01/21	06/30/21	KOC00	KOCHEMS, ALISON	07-21	01-22	413.00
Z03965	07/01/21	06/30/21	KOC01	KOCHEMS, EMMA	07-21	01-22	521.50
Z03966	07/01/21	06/30/21	LED00	LEDAY, JESSICA E	07-21	01-22	2524.73
Z03967	07/01/21	06/30/21	LOW00	LOWERY, KATHERINE	07-21	01-22	2778.73
Z03968	07/01/21	06/30/21	MAR02	MARTINDALE, RYAN EUGENE	07-21	01-22	2186.40
Z03969	07/01/21	06/30/21	MEJ00	APARICIO, LILIA MEJIA	07-21	01-22	2012.16
Z03970	07/01/21	06/30/21	MEZ00	MEZA, JODY L	07-21	01-22	3419.26
Z03971	07/01/21	06/30/21	MIL00	MILLS, DARYL A	07-21	01-22	2917.67
Z03972	07/01/21	06/30/21	MYE00	MYERS, KEVIN	07-21	01-22	603.07
Z03973	07/01/21	06/30/21	ORO03	OROZCO, ETHAN	07-21	01-22	192.50
Z03974	07/01/21	06/30/21	ORO04	OROZCO, JORDAN	07-21	01-22	269.50
Z03975	07/01/21	06/30/21	PAI01	PAILLON, MICHAEL	07-21	01-22	1942.29
Z03976	07/01/21	06/30/21	PAN00	PANIAGUA, BLANCA A	07-21	01-22	639.92
Z03977	07/01/21	06/30/21	PEN01	PENDERGRASS, REBECCA A	07-21	01-22	2273.39
Z03978	07/01/21	06/30/21	PER00	PEREZ, MARGARITA T	07-21	01-22	1843.83
Z03979	07/01/21	06/30/21	PHI00	PHILLIPS, AMELIA	07-21	01-22	427.00
Z03980	07/01/21	06/30/21	PIN00	PINEDO, EDGAR ESTEBAN	07-21	01-22	3524.31
Z03981	07/01/21	06/30/21	POR00	PORRAS, ESTEL	07-21	01-22	1711.82
Z03982	07/01/21	06/30/21	PUN00	PUNZO, GUILLERMO	07-21	01-22	1804.65
Z03983	07/01/21	06/30/21	PUR01	PURCHASE, HEATHER	07-21	01-22	1511.69
Z03984	07/01/21	06/30/21	RIC01	RICE, GERALD W	07-21	01-22	1990.85
Z03985	07/01/21	06/30/21	ROD00	RODRIGUES, ANTHONY	07-21	01-22	3328.62
Z03986	07/01/21	06/30/21	ROE00	ROENSPIE, THOMAS LUKE	07-21	01-22	4580.12
Z03987	07/01/21	06/30/21	ROM00	ROMERO, ARNULFO	07-21	01-22	2610.49
Z03988	07/01/21	06/30/21	SCH03	SCHMITKE, JENNIFER	07-21	01-22	1700.01
Z03989	07/01/21	06/30/21	SOE00	SOETH, MATTHEW A	07-21	01-22	1360.00
Z03990	07/01/21	06/30/21	STE01	STEWART, ROY E	07-21	01-22	2575.77
Z03991	07/01/21	06/30/21	SUA02	SUAREZ, BRYAN E	07-21	01-22	1874.92
Z03992	07/01/21	06/30/21	SWI00	SWINHART, ROBERT	07-21	01-22	1636.91
Z03993	07/01/21	06/30/21	VAL00	VALENZUELA, BRENDA	07-21	01-22	316.54
Z03994	07/01/21	06/30/21	VLA00	VLACH, RAYMOND JOSEPH	07-21	01-22	4468.46
Z03995	07/01/21	06/30/21	VLA02	VLACH, ZOE	07-21	01-22	633.50
Z03996	07/01/21	06/30/21	VON00	VONASEK, EDWARD J	07-21	01-22	4183.30
Z03997	07/01/21	06/30/21	WAC00	WACKERMAN, JANET	07-21	01-22	3000.18

124394.53

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD JULY 6, 2021

CALL TO ORDER

Meeting called to order by Mayor Roundy at 6:03 p.m.

Meeting opened with the pledge of allegiance.

ROLL CALL

Councilmembers present:	Councilmembers Dennis Hoffman, Billy Irvin, Chris Dobbs, Vice Mayor Jeffrey A. Tolley and Mayor Bruce T. Roundy
Councilmembers absent:	None
Staff present:	City Manager Pete Carr, City Attorney Greg Einhorn, Public Works Director Ed Vonasek, Police Chief Joe Vlach, Recreation Director Joe Fenske, Officer Edgar Pinedo and City Clerk/Administrative Services Manager Janet Wackerman

ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments: None

Byron Denton, citizen, stated he appreciated having the meeting via Zoom so he could stay home.

John McDermott, Assistant Chief the Orland Volunteer Fire Department, stated that with the help of Mr. Carr and Ms. Wackerman the City will receive approximately \$274K from USDA for the new fire truck.

CONSENT CALENDAR

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for June 21, 2021.
- C. Resolution Authorizing Overtime and Portal to Portal Pay for Orland City Fire Department Employees.
- D. Approve Waste Management Compactor Bin Service Rates.
- E. Amending Resolution Listing 21/22 Projects Funded by SB1.

Upon motion made by Councilmember Hoffman and seconded by Councilmember Dobbs, the consent calendar was approved. The motion carried 5-0.

ADMINISTRATIVE BUSINESS

A. Request to Change day of City Council Meetings (Discussion/Action) – Justin Chaney, Fire Chief

Chief Chaney was not present; Assistant Chief McDermott spoke on the item. He stated City Council meetings on Mondays have been problematic for the Orland Volunteer Fire Department and now with a paid Fire Chief and three other City department heads serving as OVFD members, a conflict for four department heads. The department has discussed moving their trainings to Tuesdays, but they have found a conflict with other agencies for that day as well.

(Police Chief Vlach arrived; Officer Pinedo left)

Discussion was held on different week, days and start times that could be accommodating to the City Council and the OVFD. Upon the consensus of those present, Staff was directed to research local organizations to develop a list of meeting times and dates. OVFD was asked to give more consideration to alternate days and times. This information will be brought back to a future City Council meeting to discuss the matter further.

B. Park Impact Fees – Capital Improvement Prioritized List (Discussion/Direction) – Joe Fenske, Recreation Director

Mr. Fenske requested the City Council consider and accept the following Capital Improvement recommendations from the Recreation Commission:

1. Four pickleball courts at Vinsonhaler Park (not to exceed \$200,000)
2. Lely Park basketball court lighting (not to exceed \$40,000)
3. Create set-aside fund for softball field lighting replacement at Lely Park (\$100,000)

Mr. McDermott, speaking as a resident, confirmed community members with assistance from City staff will donate their time to help construct the pickleball courts. The horseshoe pits will be removed but there are additional pits at Lely Park. Two dying and decaying trees will be removed and replaced. Mr. Fenske added that the volunteer help will free up Park Impact fees for future projects.

Action: Councilmember Hoffman moved, seconded by Councilmember Dobbs to accept the Capital Improvement recommendations from the Recreation Commission. The motion carried unanimously by the following roll call vote:
AYES: Councilmembers Hoffman, Dobbs, Irvin, Vice Mayor Tolley and Mayor Roundy
NOES: None
ABSENT: None
ABSTAIN: None

C. Update On Drought Conditions (Discussion/Direction)– Pete Carr, City Manager

Mr. Carr stated weekly checks of the well levels indicate no substantial new decrease to the water table as it affects City wells at this time. Staff reports Stage 1 of the Water Shortage Contingency Plan is appropriate and is concerned, but not alarmed, at the status of the City's wells. Mr. Carr noted the revised draft Plan includes water use restrictions and tiered rates starting at Stage 2.

Mr. Vonasek stated there have been approximately 16,000 gallons sold to date to non-city customers, but he will give a more detailed report at the City Council's July 19th meeting. Councilmember Hoffman asked if this was having a great deal of impact on Staff. Mr. Vonasek stated since they are filling behind the firehouse and times are scheduled, it is better than when the airport well was used.

Upon the consensus of those present, Staff will continue to provide bulk water sales.

Action: Vice Mayor Tolley moved, seconded by Councilmember Hoffman to adopt the Orland Water Shortage Contingency Plan dated July 6, 2021. The motion carried unanimously by the following roll call vote:
AYES: Vice Mayor Tolley, Councilmembers Hoffman, Dobbs, Irvin, and Mayor Roundy
NOES: None
ABSENT: None
ABSTAIN: None

CITY COUNCIL COMMUNICATIONS AND REPORTS

Vice Mayor Tolley:

- Gave the annual 4th of July speech at the Orland Historical Society's Old-Fashioned picnic
- Councilmember Dobbs:

- Attended the Orland Historical Society's Old-Fashioned July 4th picnic;
- Will be attending the Library Commission meeting July 12th;
- Will be attending the OVFD dinner July 12th.

Councilmember Hoffman:

- Will not be able to attend the Transportation Commission meetings.

Councilmember Irvin:

- Nothing to report.

Mayor Roundy:

- Proposed starting a fireworks fund so the City can hold a display in 2022. He pledged \$1000 to get it started which was matched by Councilmember Irvin will also be challenging service organizations. He suggested the Recreation Commission might hold a golf tournament to raise funds. Also would like to see the 4th of July parade return;
- Will be attending the Water Authority meeting;
- The Art Gallery will have a face painting demonstration at the September First Friday event.

Meeting adjourned at 7:40 p.m.

Janet Wackerman, City Clerk

Bruce T. Roundy, Mayor

CITY OF ORLAND ARTS COMMISSION
MINUTES
May 12, 2021

The Wednesday, May 12, 2021 meeting of the Orland Arts Commission was called to order at 7:06 PM by Chairman Rae Turnbull at the Orland Art Center. Commissioners present were: Jill & Steve Elliott, Mason Greeley, Mary Rose Kennedy, Paddy Turnbull and Council Liaison Bruce Roundy. Absent: Jim Scribner. The minutes of the April 21, 2020 meeting were approved as emailed with no corrections or additions (motion made by Paddy Turnbull and seconded by Steve Elliott - motion carried). The Financial Report from Rebecca Pendergrass was unavailable.

A request was made by commissioner Mason Greeley to add one item to the "Items For Discussion And Action" portion of the agenda.

COMMISSIONER REPORTS:

1. Commissioner Rae Turnbull reported to the commission that she will be hearing back from the city regarding payment arrangements for cleaning, treating and repainting of the citizen donated light standards along the central promenade in Library Park.
2. Commissioner Rae Turnbull reported that the cleaning and rewaxing of the "Sagebrush and Silence" bronze located on Fourth Street in downtown Orland has been successfully completed by Ulises Meza.
3. Commissioner Rae Turnbull reported that it is still unclear whether the Gallery will qualify for Federal reimbursement for Gallery expenses incurred during the Covid Pandemic lockdown. Via the Orland City Council Arts Commission liaison Bruce Roundy, a request for consideration of Federal reimbursement will be forwarded to the City Council.

ITEMS FOR DISCUSSION AND ACTION:

1. Ideas for renovation of the "Permanent Collection" wing of the gallery were discussed. Commissioner Mason Greeley will report back to the commission regarding the purchase of a refrigerator, and Commissioner Steve Elliott will report back to the commission on available electrical outlets for relocation of the refrigerator. Commissioner Rae Turnbull will investigate and report back regarding flooring options for the auxiliary gallery wing.
2. Commissioner Mason Greeley brought up the Orland High School Band and ideas for ways to encourage and to possibly incorporate the Band into future special presentations were discussed.

There being no further business, the meeting adjourned at 8:03 PM.

The next scheduled meeting will be held on Wednesday, June 16th. at 7 p.m.

Respectfully submitted by Jill Elliott and Rae Turnbull

ITEM 1. Call to Order at 5:00 p.m.

ITEM 2. Commissioners Present: A. Butler, S. Edwards, M. Deeming

Staff/Council Present: Librarian J. Meza, Council Member C. Dobbs

ITEM 3. No Citizen Comments

ITEM 4. Items for Discussion or Action

1. ACTION ITEM: Approve minutes of March 15, 2021 meeting. Motion made by C. Dobbs, 2nd by M. Deeming, passed unanimously.
2. Reports from City Librarian on statistics, financials, and new children's librarian were discussed by commissioners.
3. Library Programs and Events: Outdoor storytimes have been planned and presented and have been popular with patrons when the weather has cooperated. Summer Reading Program has been planned and is on track to begin when school ends. Will include all ages, 0 and up, this year.
4. Grants & New Resources: Library has been awarded \$7,000 in new chromebooks and wifi hotspots for patron checkout.
5. Library Lobby and Children's Area ADA & COVID renovations and improvements have been requested for funding approval by the City Council.

ITEM 6. Commissioner and/or Friends of the Library Reports: The Friends of the Library have planned an outdoor paperback bag sale for Saturday, June 12th.

ITEM 7. Adjourned 5:30 p.m.

CITY OF ORLAND
CITY COUNCIL CONSENT AGENDA ITEM #: 5.E.
MEETING DATE: July 19, 2021

TO: Honorable Mayor and Council
FROM: Janet Wackerman, Grants Administrator
SUBJECT: Authorizing Resolution – United States Department of Agriculture, Rural Development Community Facilities Program

Staff seeks City Council approval to authorize the Mayor, to sign a Resolution for the United States Department of Agriculture, Rural Development (USDA-RD) Community Facilities Program.

BACKGROUND

The City of Orland has submitted an application for Federal funding through USDA-RD Community Facilities Program to assist in the purchase of a Pierce Type 1 Fire Engine.

DISCUSSION

USDA-RD, as part of their application process, requires a jurisdiction to specify in their Authorizing Resolution the total project cost. Resolution 2020-23 previously adopted by City Council showed an amount that differed from the final project cost.

RECOMMENDATION

Authorize Mayor to sign Resolution 2021-15, designating \$782,166 as the total project cost for the Pierce Type 1 Fire Engine.

Fiscal Impact of Recommendation: The total purchase is estimated to be \$782,166 with City's contribution coming from Measure A in the amount of \$508,408. USDA-RD's grant will be \$273,758.

AUTHORIZING RESOLUTION

RESOLUTION NO. 2021-15

WHEREAS, the Orland City Council has the authority to construct, operate and maintain the City of Orland Volunteer Fire Department and;

RESOLVED BY THE City Council of Orland (the "Entity"), as follows:

The City Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Grant Agreement in an amount not to exceed \$273,758 from the United States Department of Agriculture, Rural Development, for a new Pierce Type 1 Fire Engine. The City's contribution will be \$508,408, bringing the total project cost to \$782,166; any cost overruns to be paid by the City of Orland; and

The Authorized Representative, or designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the Grant Agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable State and Federal laws.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Orland held on July 19, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Bruce T. Roundy, Mayor

Attest: _____
Janet Wackerman, Clerk of the City Council

CITY OF ORLAND

CITY COUNCIL AGENDA CONSENT ITEM #: 5.F.

MEETING DATE: July 19, 2021

TO: Honorable Mayor and Council
FROM: Janet Wackerman, Grants Administrator
SUBJECT: Construction Engineering Services

Staff seeks City Council approval to authorize City Manager, or his designee, to negotiate a contract with an engineering firm to provide construction engineering services for the pedestrian countdown signal head and pavement markings project.

BACKGROUND

The City of Orland will be utilizing Highway Safety Improvement Program (HSIP) funds from Caltrans to install pedestrian countdown signal head and pavement markings at traffic signals along Walker Street/SR32 & Sixth and South Streets.

DISCUSSION

Following Caltrans procurement procedures, Request for Proposals (RFP) were e-mailed and/or mailed to engineering firms. The RFP was also listed on the City's website and on the Valley Contractor Exchange. Two (2) RFPs were received by the July 7th deadline. Caltrans requires a minimum of three (3) proposals unless the jurisdiction can provide justification for accepting less.

The RFP did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172(a)(1)(iv) (D). City staff determined competition to be inadequate and not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). Under Caltrans procurement procedures, a note will be placed in the grant file, stating this justification for reviewing two proposals.

Rolls Anderson & Rolls (RAR) submitted a proposal and upon review, it was determined they would best meet the needs of the City.

RECOMMENDATION

Authorize City Manager, or his designee, to negotiate a contract with RAR to provide construction engineering services for the pedestrian countdown signal head and pavement markings at traffic signals along Walker Street/SR32 & Sixth and South Streets.

Fiscal Impact of Recommendation: HSIP funds in the amount of \$22,000 are available.



**Professional Services Proposal for
Pedestrian Countdown Signal Head
and Pavement Markings
Construction Management Services**

**City of Orland
Project No. HSIPL-5185 (008)**

Prepared on July 7, 2021 by:


ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS
115 YELLOWSTONE DRIVE CHICO CALIFORNIA 95973-5811
TELEPHONE 530-895-1422 WWW.RARCIVIL.COM

July 7, 2021

Ms. Janet Wackerman
Grant Administrator
City of Orland
815 Fourth Street
Orland, CA 95963

Subject: Professional Services Proposal for Pedestrian Countdown Signal Head and Pavement Markings Project Construction Management Services

Dear Ms. Wackerman:

Based on our review of the received Request for Proposals and Addendum #1, we have prepared the enclosed proposal to provide Construction Management Services for the City of Orland Pedestrian Countdown Signal Head and Pavement Markings Project Construction Management Services.

Rolls, Anderson & Rolls (RAR) is a local engineering firm comprised of professional engineers, professional land surveyors, AutoCAD technicians, field inspectors, surveyors, and supporting clerical staff. RAR has one office located at 115 Yellowstone Drive, Chico, California. Our firm has extensive experience providing local agencies with construction management services for locally, state and federally funded projects. We have previously provided these services to the City of Orland for the 6th Street Maintenance and Rehabilitation Project, all three phases of the Papst Avenue Project, Eva Drive Municipal Well, and on the Tehama Street Rehabilitation Project. RAR does not propose to have any subconsultants on our team for this project.

We understand the Pedestrian Countdown Signal Head and Pavement Markings Project is a single-phase project with local and state funding, and will require particular attention to Caltrans Local Assistance Procedures Manual during construction. We believe our firm is uniquely qualified to coordinate with the City of Orland and Caltrans to complete this project in an efficient and timely manner.

We are pleased to have this opportunity to continue our working relationship with the City of Orland. Should you have any questions please contact Jeff Rabo at jrabo@rarcivil.com or (530) 895-1422.

Sincerely,

ROLLS, ANDERSON & ROLLS



Jeffrey I. Rabo
Vice President

ADDENDUM NO. 1

CITY OF ORLAND

Construction Engineering Services
for
Pedestrian Countdown Signal Head and Pavement Markings

The purpose of this Addendum No. 1 is to add the goal for the Disadvantaged Business Enterprises (DBE) participation. THIS ADDENDUM SHALL BE SIGNED BY THE SUBMITTER, DATED AND SUBMITTED WITH THE PROPOSAL.

The goal for DBE participation for this AGREEMENT is 0%.

END OF ADDENDUM NO. 1

BIDDER:

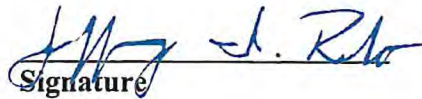
Rolls, Anderson & Rolls

Name

115 Yellowstone Drive

Address

Chico, CA 95973-5811


Signature

Date: July 7, 2021

PREPARED BY:


Grants Administrator, City of Orland

Dated: June 25, 2021

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EXECUTIVE SUMMARY

Company Background

ROLLS, ANDERSON & ROLLS (RAR)

RAR was founded in 1971 as Ellis Rolls & Associates, a Sole Proprietorship. In 1973 the firm became a California Corporation and the current company name of *Rolls, Anderson & Rolls* was created. Since then, RAR has been providing a broad range of engineering and surveying services to both public and private clients. In addition, RAR has been providing consulting city engineering and surveying services to small cities since 1971. We have extensive experience providing cities with prompt and professional assistance with the many facets of public works projects and various governmental processes. RAR has experience with and is capable of providing services that comply with federal and state funding requirements. Currently RAR provides consulting city engineering and surveying services for the cities of Davis, Live Oak, Orland and Tehama.

RAR's professional staff includes five registered civil engineers and four registered land surveyors that provide many years of experience to projects. Supporting staff includes engineering technicians, AutoCAD drafting technicians, and field surveyors. Three of our engineers are Qualified SWPPP Developers (QSD's) that are certified to prepare and design Storm Water Pollution Prevention Plans (SWPPPs) and perform site inspections and stormwater sampling during construction as required by the State Water Resources Control Board Construction General Permit. Staff members are combined into project teams and are committed and available as needed for specific projects. RAR has only one office located in Chico, California. We do not propose the use of sub-consultants to complete work under this contract.



RAR provides a scope of services that includes:

- ❖ Capital improvement project management: evaluation of project alternatives, project development, programming, and design
- ❖ Providing bidding assistance and preparation of responses to bid questions
- ❖ Preparation of responses to RFI's during construction
- ❖ Performing construction administration
- ❖ Performing construction inspection and labor standards compliance
- ❖ Preparation of contract change orders
- ❖ Preparation of LAPM forms for state and federally funded projects
- ❖ Providing assistance with permitting for state/federal agencies and utility companies
- ❖ Design and preparation of roadway and highway improvement plans for public works projects
- ❖ Preparation of PS&E packages
- ❖ A.D.A. Accessibility design for public facilities
- ❖ Preparation of construction pay estimates
- ❖ Preparation of storm water pollution prevention plans (SWPPPs)
- ❖ Topographic surveys
- ❖ Right-of-way, boundary, and easement surveys
- ❖ Base mapping
- ❖ Preparation of records of survey
- ❖ Preparation of legal descriptions and plat maps
- ❖ Performing construction staking
- ❖ Performing quality assurance surveys

Relevant Project Experience

5th Street and Gyle Road Rehabilitation, Tehama, CA

RAR provided the City of Tehama with project management, surveying, and engineering services for a Federal Highways Administration (FHWA) funded project along 5th Street, between E Street and I Street, and Gyle Road, between I Street and Hall Road. The project consisted of grinding and replacing 0.9 miles of asphalt roadway, intersection improvements, construction of roadway ditches, installation of storm drainage facilities, guardrail, and installation of striping and signage. Services provided by RAR included topographic and right-of-way surveying, design and preparation of plans, specifications, and estimates, managing the public bid process, evaluating bids and recommending award of contract, contract administration throughout construction, construction staking and construction inspection. Other services provided included the preparation of Request for Authorizations for preliminary engineering and construction, right-of-way certifications, Disadvantaged Business Enterprise (DBE) goal calculations, PS&E packages, award packages, and various checklists. RAR also prepared a project study report (PSR), environmental studies & permits (E&P) and construction allocation packages for submittal to the California Transportation Commission (CTC) and prepared materials testing request for proposals for the preliminary engineering and construction phases. All work was performed in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). Construction of the project was completed in March, 2017. Keith Doglio was the Principal-in-Charge and Paul Rabo was the Project Manager. RAR services were provided within the project schedule and budget established for each project phase.

Papst Avenue Improvements from State Route 32 to Bryant Street

RAR provided the City of Orland with project management, surveying, and engineering services for a state funded project along Papst Avenue between State Route 32 and Bryant Street. The project consisted of reconstruction 0.25 miles of roadway, intersection improvements, installation of curb, gutter, sidewalk, and storm drainage facilities, and installation of striping and signage. Services provided by RAR included topographic and right-of-way surveying, design and preparation of plans, specifications, and estimates, managing the public bid process, evaluating bids and recommending award of contract, contract administration throughout construction, construction staking and construction inspection. Other services provided included the preparation of California Transportation Commission Allocation Requests for preliminary engineering and construction, right-of-way certifications, PS&E packages, award packages, and a Project Study Report (PSR) equivalent. All work was performed in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). Construction of the project was completed in August, 2016. Ken Skillman was the Principal-in-Charge and Paul Rabo was the Project Manager. RAR services were provided within the project schedule and budget established for each project phase.

Tehama Street Rehabilitation, Orland, CA

RAR provided the City of Orland with project management services for a state and locally funded project located along Tehama Street between 5th Street and Woodward Avenue. The project consisted of roadway reconstruction and re-surfacing, intersection improvements, construction of curb, gutter and sidewalk, Class II bike lanes, curb ramps in accordance with ADA requirements, replacement of domestic water main and valves, replacement of fire hydrants, installation of storm drainage facilities, and installation of striping and signage. Services provided by RAR included communications with the contractor, engineer, geotechnical consultant and city staff, construction inspection, field review and testing of constructed project components, preparation of field inspection and testing documentation, review and approval of material submittals and shop drawings, preparation of project change orders and pay estimates in accordance with the Caltrans Local Assistance Procedures Manual (LAPM), and project close-out. Paul Rabo was the principal-in-charge and project manager and Jeffrey Rabo was the resident engineer. RAR services were provided within the project schedule and the budget established for each project phase.

ORGANIZATION AND APPROACH

A team of experienced professionals consisting of a Resident Engineer, Construction Inspector and Engineering Technicians has been assembled to provide the City with prompt and professional construction management services. Each member of the team would contribute their specific skills to complete the project in a timely and cost-effective manner.

RAR proposes City staff coordinate directly with the Resident Engineer during the construction phase. The Resident Engineer would communicate regularly with the Inspector and would provide project updates to City staff.

The RAR team would begin construction administration with the review of approved project plans and specifications to become familiar with the project layout and order of construction operations. The Resident Engineer would coordinate with the City's contractor to begin facilitating material and shop drawing submittals and establish a construction timeline, including major project milestones and the estimated project completion.

RAR would perform construction inspection and prepare construction inspection documentation during the construction phase. Project construction documentation would be prepared in accordance with Caltrans Local Assistance requirements.

If changes to materials or the construction scope are necessary, the Resident Engineer would review the proposed change and prepare preliminary contract change order documentation for review. The Resident Engineer would review the change order documents and negotiate change order costs, as necessary. The change order would also be provided to the contractor and City staff for review and signature. RAR would prepare and facilitate the execution of all contract change orders in accordance with Caltrans Local Assistance requirements.

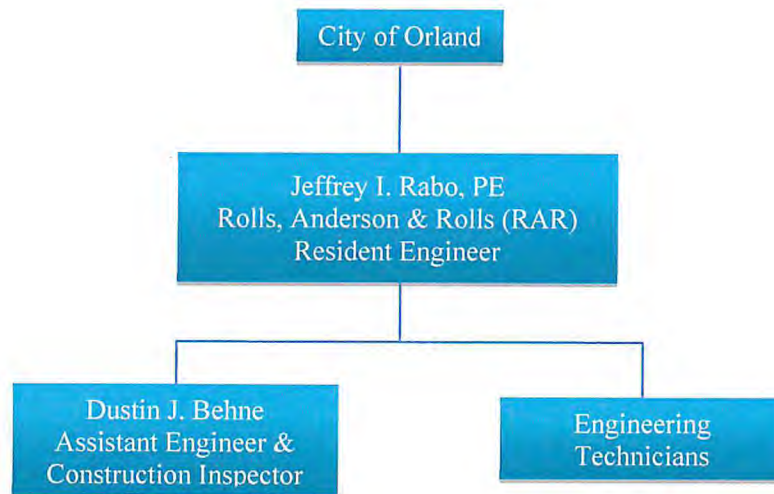
On a monthly basis, RAR would review the project construction progress and evaluate the percentage of work completed for each bid item in the construction contract. The team would prepare and facilitate the execution of all progress, final, and retention pay estimates.

Throughout the construction phase, RAR would provide coordination with Caltrans and the contractor to ensure the City's Quality Assurance Program (QAP) is being followed. RAR would also coordinate with utility companies to avoid conflicts with existing utilities, if required.

A peer review of all work and deliverables would be provided by licensed surveyors/engineers within the RAR organization to guarantee the City is receiving quality service. To complete the scope of services being proposed we would require the City provide plans and specifications pertaining to the project.

RAR team members and their respective roles are presented in the organizational chart.

ROLLS, ANDERSON & ROLLS ORGANIZATIONAL CHART



ROLLS, ANDERSON & ROLLS KEY STAFF RESUMES

JEFFREY I. RABO, Principal Engineer

Education: B.S. in Civil Engineering,
California State University, Chico - 2007

Registration: Registered Civil Engineer No. 87152, California - 2017

Experience:

2004 – Present Rolls, Anderson & Rolls:

Project Manager and Design Engineer for residential, commercial and municipal projects in northern California. Projects have involved design of roadways, storm drain, sanitary sewer, pump stations, water systems and surface mines. Tasks associated with these projects included performing boundary surveys, topographic surveys, property surveys, construction staking, preparing cost estimates, technical specifications, erosion control plans, storm water pollution prevention plans including sampling, testing and inspections during construction, preparation of parcel maps, subdivision maps, and records of survey.

Project Manager, Resident Engineer, and Construction Inspector for municipal improvement projects that included funding from FEMA, the American Recovery and Reinvestment Act, United States Department of Agriculture, Community Development Block Grant, State Water Revolving Fund, California Transportation Commission and the State Transportation Improvement Program. Associated tasks included the preparation of plans, specifications, cost estimates, bid documents and contract documents, and providing contract administration, labor compliance and value engineering services.

Chainman of a survey crew on a variety of jobs including construction staking, topographic surveys, property surveys and photogrammetric control.

Projects

- ❖ O Street Improvement Project, Live Oak, CA
- ❖ Traffic Signal Installation and Intersection Modifications, Live Oak Blvd (SR99) at Elm Street, Live Oak, CA
- ❖ Asphalt Rehabilitation Project, Live Oak, CA
- ❖ 2016 Sewer Pond Improvement Project, Orland, CA
- ❖ Papst Avenue Reconstruction, Orland, CA
- ❖ Eva Drive Municipal Well, Orland, CA
- ❖ 5th Street and Gyle Road Rehabilitation, Tehama, CA
- ❖ City of Gridley Boat Launch, Gridley, CA
- ❖ Sewer Main Construction Project, Gridley, CA
- ❖ 2014, 2017, and 2019 Flood Repair Projects, Tehama, CA
- ❖ Sixth Street Maintenance and Rehabilitation Project, Orland, CA
- ❖ Tehama Street Rehabilitation and Road Improvements, Orland, CA
- ❖ Hazel Street Rehabilitation Project, Gridley, CA
- ❖ South Street Reconstruction Project, Orland, CA
- ❖ Butte County Search and Rescue, Butte County, CA
- ❖ Washington Street Apartments, Gridley, CA

DUSTIN BEHNE, Assistant Engineer & Construction Inspector

Education: B.S. in Civil Engineering, California State University, Chico - 2018

Affiliations: American Society of Civil Engineers

Experience:

2016 – Present Rolls, Anderson & Rolls:

Experience with Rolls, Anderson & Rolls includes on-site field surveying and construction staking work, construction inspection, improvement plan design, drafting and project management.

2008-2012 Construction Journeyman: Fleming Construction and MRW:

Construction work included framing, installing trusses, electrical, hardwood floors, plumbing and installing granite countertops.

Projects:

- ❖ Northwood Commons Sewer Project, Chico, CA
- ❖ Woodcrest Apartments Sewer Project, Chico, CA
- ❖ Joshua Tree Apartments Sewer Project, Chico, CA
- ❖ Mountain Vista Subdivision Phase 6 Improvements, Chico
- ❖ Stonegate Subdivision Master Grading Plan
- ❖ Analysis of Detention Ponds for City of Davis
- ❖ Road MM Sewer Main Replacement, Orland, CA
- ❖ Tehama Street Rehabilitation and Road Improvements, Orland, CA
- ❖ 6th Street Maintenance and Rehabilitation Project, Orland, CA

SCOPE OF SERVICES

RAR understands the City of Orland has determined there is a need to obtain construction management services to help the City oversee the installation and completion of pedestrian countdown signal heads and pavement markings on State Route 32, South Street and Sixth Street. RAR proposes the following scope of services to assist the City with their construction management needs:

Task 1 Project Management

RAR would obtain and review the approved project plans, specifications and contract documents prior to attending a pre-construction meeting with the contractor and City staff. Work would include reviewing the notice of award and notice to proceed to establish the beginning of contract time and estimated completion date.

The Resident Engineer and Construction Inspector would attend the pre-construction meeting to assist the City in responding to contractor questions.

RAR would review and approve a traffic control plan provided by the contractor and distribute copies to project stakeholders as required.

RAR would coordinate the review and approval of project submittals and shop drawings for conformance with the project plans and specifications and city improvement standards. Work would also involve coordination with the City's Public Works Director to approve material substitutions.

RAR would perform a thorough field review at the end of each month to determine the completion percentage for each contract bid item and to take inventory of materials being stored at the project site. RAR would prepare a maximum of five (5) progress pay estimates and distribute them to the contractor and City for review and approval.

RAR would review potential claims and requests for contract change orders submitted by the contractor and evaluate the need to complete the claim or change order process. RAR would prepare a maximum of four (4) contract change orders, including supporting documentation, as required. The change order would be distributed to the contractor and City for review and approval.

Task 2 Construction Inspection

RAR would review field staking and layout notes for conformance with the project plans and specifications. Work would involve coordination with the contractor to resolve and/or correct field layout errors or deficiencies.

RAR would provide construction inspection as required. The construction inspector would review and approve all field installations and construction methods. The construction inspector would also review traffic control measures for conformance with the approved traffic control plan and notify the contractor of any corrective measures to be taken.

RAR would prepare inspection reports, track working days and project progress, and coordinate pedestrian countdown signal head function tests and field review with Caltrans. Field testing results would be compared to project plans and specifications.

Task 3 Project Closeout

RAR's construction inspector would perform a final site review to evaluate the completion of all project bid items and prepare a project punch list. RAR would inspect the completion of all punch list items and prepare a final pay estimate for review and approval by the contractor and City.

Our Proposal is Based on these Assumptions:

1. All field work will be completed within 154 calendar days from issuance of the Notice to Proceed to the General contractor.
2. A maximum of five (5) progress pay estimates and one (1) final pay estimate would be prepared.
3. A maximum of four (4) contract change orders would be prepared.
4. One project punch-list would be prepared.
5. Payment of prevailing wage rates to our field personnel is required.
6. Certified payrolls would be submitted online to the Department of Industrial Relations website.

Work Not Included in Scope of Services

1. Design and preparation of plans and project specifications.
2. Modification of the approved improvement plans.
3. Preparation or modification of the contract documents.
4. Preparation and submittal of encroachment permit documents.
5. Providing services that would require a state contracting license.
6. Performing construction staking.
7. Performing materials sampling or testing.
8. Providing safety inspections of construction personnel.
9. Reviewing certified payrolls.
10. Performing Equal Employment Opportunity (EEO) interviews.
11. Special Inspections, as identified in the California Building Code.
12. Preparation of a Storm Water Pollution Prevention Plan (SWPPP), water pollution control drawings, or completion of a notice of intent on the State's SMARTs website.
13. Performing SWPPP inspections, sampling, testing, or reporting.
14. Providing traffic control.
15. Meetings. Preparation for and attendance at any meetings other than the pre-construction meeting would be in addition to the proposed cost and would be provided on a time and materials basis.

SCHEDULE OF SERVICES

Our proposed schedule is based on the 154 calendar day construction contract specified in the Request for Proposals.

Project

Pedestrian Countdown Signal Head and Pavement Markings Project



CONFLICT OF INTEREST STATEMENT

We, as individuals or as officials of RAR, fully certify that we have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this Request for Proposals. Further, we guarantee that our proposal is not made in conjunction with or on behalf of any party and that we have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

No officer, director, or agent of RAR is a City of Orland employee or Council Member. No City of Orland employee or Council Member owns, directly or indirectly, any interest in RAR. We certify that our response to this Request for Proposal is impartial, at arm's-length, and free of any conflict of interest, unfair advantage, or personal benefit to any City of Orland official.

Orland City Engineer, Paul, W. Rabo, who is an officer of our firm, will not be participating in this Request for Proposal review or in the contract implementation for these services.

LITIGATION

RAR has not been involved in any litigation in connection with prior projects.

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE. MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

This exhibit contains fiscal requirements from 2 CFR 200 and may be used for state-only funded contracts as well.

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ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Incorporated in the State of

The Project Manager for the "CONSULTANT" will be

The name of the "LOCAL AGENCY" is as follows:

The Contract Administrator for LOCAL AGENCY will be

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated [REDACTED]. The approved CONSULTANT's Cost Proposal is attached hereto ([REDACTED]) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY 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 LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. 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 LOCAL AGENCY 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.

- G. 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 LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY 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.
- I. 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.
- J. 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.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard AGREEMENTs)

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY'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.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

(Option 2 - Use paragraphs A & B below for on-call AGREEMENTs)

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator 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.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

(Insert Appropriate Statement of work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*)

A. CONSULTANT Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

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

G. Checking Shop Drawings

For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs. Use Exhibit 10-H1: Cost Proposal Format)

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the

Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project 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 LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$().
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

(Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H3: Cost Proposal Format).

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$() per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements]. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection. Use Exhibit 10-H2: Cost Proposal Format).

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. *(Local Agency to include either (a) or (b) below; delete the other one)*
(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination

of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

(Option 4 - Use paragraphs A through E below for lump sum agreements. Use Exhibit 10-H1: Cost Proposal Format)

- A. The method of payment for this AGREEMENT will be based on lump sum. 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 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 LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project 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 LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. 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 LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

- E. The total amount payable by LOCAL AGENCY shall not exceed \$().

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY 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.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY 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.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY 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.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY 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.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. 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 LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. 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 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 Part 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, LOCAL AGENCY, 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 LOCAL AGENCY 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 LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY 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.
- E. 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 LOCAL AGENCY 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, LOCAL AGENCY 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.
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 E, 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 E.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 LOCAL AGENCY 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 LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY 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 LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY's obligation to make payments to the CONSULTANT.

- B. 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 LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. 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.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. 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.

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.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. (Choose either Method 1, Method 2, or Method 3 below and delete the other two.)

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other 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.

Method 2: No retainage will be held by the LOCAL AGENCY 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 LOCAL AGENCY'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.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other 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.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY'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.
- B. 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 LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. 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, LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY 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 LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
2. Regulation 2 CFR Part 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.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.

- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit

to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due

the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist.

An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV 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 LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY 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.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY 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.
- B. 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.
- C. 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.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. 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.

- B. 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.
- C. 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 LOCAL AGENCY 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.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY 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 LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. 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.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. 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.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 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.
- I. 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 LOCAL AGENCY 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.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. 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;
 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.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. 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.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), 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 LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

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. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-02: 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.
- C. 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: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. 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

E. Termination and Substitution 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 LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY'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, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY'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.
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 LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

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

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY'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 1st-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 LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY 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 LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (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. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. 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.
- I. 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.
- J. 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.

- K. 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 LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. 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 shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

(Choose either Option 1 or Option 2)

(Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations).

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY 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.
- B. 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 LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. 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 LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

(Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations).

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

- A. 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.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY 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 LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY 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.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

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.

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

- A. 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 LOCAL AGENCY's Contract Administrator and (), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. 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.

(Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E)

- B. 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 LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY 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.

(Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper)

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method,

operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)

- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

_____, Project Manager

LOCAL AGENCY:

_____, Contract Administrator

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of Signer)

Date: _____

(Name of Signer)

Date: _____

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 6.A.

MEETING DATE: July 19, 2021

TO: Honorable Mayor and Council

FROM: Justin Chaney, Fire Chief

SUBJECT: Consider Council Meeting Schedule (Discussion/Direction)

Fire Chief will request City Council consider whether any changes should be made to the schedule for its regular meetings.

BACKGROUND

The City Council a couple of years ago went from a 7:00pm start time to 6:00pm, with closed session items preceding the regular open session. The Council has met on Mondays for many years; however, Mondays are always problematic for the Orland Volunteer Fire Department and thus a conflict for the Fire Chief. Monday is also a conflict for several holidays each year, requiring regular meetings to be rescheduled to Tuesday.

Day of the week and start times are entirely up to each jurisdiction, but are established by municipal code so an adjustment requires formal Council action by ordinance.

DISCUSSION

Orland Fire Chief is requesting to consider changing the day of the City Council meeting as the Fire Chief advised the volunteers have fire training on the same evenings. This causes a conflict for the Fire Chief and three other departments heads that are now members of OVFD.

At the City Council meeting of July 6th, Staff presented a few days and times when other jurisdictions and/or Boards meet:

- Willows City Council meets 2nd and 4th Tuesdays.
- Corning and Chico meet on Tuesdays. Chico is 1st & 3rd, Corning 2nd & 4th.
- Orland School Board meetings are on Tuesdays or Thursdays.
- GCOE meets Tuesdays, Wednesday or Thursdays.

Staff was directed to develop a list of meeting dates/times of organizations within Glenn County; this list is attached for review.

RECOMMENDATION:

Change City Council meetings to Tuesdays.

Fiscal Impact of Recommendation: None.

Meeting Dates/Times of Organizations Within Glenn County

(some days/times subject to change)

LAFCO- 2nd Monday of the month @ 9:00am

Glenn County Seniors Board- 3rd Monday of every other month starting in February @ 9:30am alternating between Orland and Willows

Rotary- Every Monday @ 12noon

Library Commission-2nd Monday of every other month @ 5:00pm

City Council Meeting- 1st and 3rd Monday of the month @ 6:00pm

Fire Department Liaison- 2nd Monday of the month dinner @7:00pm; meeting @ 8:00pm

Glenn Co. Republican Women-2nd Tuesday of the month @ 11:30-2:00pm

Public Works & Safety Commission-2nd Tuesday of the month @ 4:00pm

Orland Community Scholarship-January to May, 3rd Tuesday of the month @ 5:15pm

Glenn County Board of Education- 3rd Tuesday of the month @ 6:00pm alternating between Orland & Willows

Economic Development Commission- 2nd Tuesday of every other month @ 6:00pm

Orland Historical Society-3rd Tuesday of the month @ 6:30 pm

Moose Lodge-every Tuesday @ 7:00pm

Orland Pantry- 1st Wednesday of the month @ 12noon

Orland Area Chamber of Commerce- 3rd Wednesday of the month @ 12noon

Orland Women's Improvement Club- 1st and 2ND Wednesday of the month; 1st 12:30-3:30pm & 2nd 12:30-4:00pm

Glenn Co. HCWU- 2nd Wednesday of each month @ 6:00-8:00pm

Golden State Risk Management Authority- 2nd Wednesday of the month @ 6:00pm

Orland Alumni Association-3rd Wednesday of the month @ 6:30pm

Parks & Recreation Commission-4th Wednesday of the month @ 6:30pm

Arts Commission- 3rd Wednesday of the month @ 7:00pm

Orland Otters- 4th Wednesday of each month @ 7:30-9:00pm

Glenn Co Transportation Commission - 3rd Thursday of the month @10:00am

Planning Commission-3rd Thursday of the month @ 5:00pm

Orland Unified School District Board- 3rd Thursday of the month @ 6:00pm (no July meetings)

Orland Republican Party- 1st Thursday of each month 7:00pm to 9:00pm

Glenn County Student & Family Resources- last Friday of each month @ 4:00-9:00pm

Glenn County Farm Bureau- TBD

Date of Report: July 13, 2021

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 6.B.
MEETING DATE: July 19, 2021

TO: Honorable Mayor and Council
FROM: Ed Vonasek, Public Works Director
SUBJECT: Green Waste Operations Update (Discussion/Direction)

Staff seeks direction for the future of the Green Waste operation.

BACKGROUND

Councilmembers were updated on the status of the City's green waste operations at their March 15, 2021 meeting. Staff was directed to release a request for proposals to find a vendor to grind the green waste, and to report back to City Council.

DISCUSSION

At present, the green waste site is operating two days a week, staffed by a Public Works Department employee. Expenses are not being covered with this limited amount of operation.

One bid was received for the green waste grinding.

RECOMMENDATION:

1. Stay the course and leave fees as set (A green waste operator will need to be hired)
2. Rollback prices for smaller vehicles to see if that helps the low volume in-town customers
3. Reduce days of service (Fri/Sat)
4. Close the site
5. Establish alternative usage times (two times per year; quarterly, etc.?)

Fiscal Impact of Recommendation: All costs not covered by the revenue are borne by the General Fund.

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 6.D.

MEETING DATE: July 19, 2021

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager
Jeff Small, Municipal Advisor

SUBJECT: Pension Cost Management: Update (Discussion/Direction)

City Council will hear an update on the pension bond process.

BACKGROUND:

At the May 17 meeting, City Council adopted a bond resolution that commenced the process for validating the issuance of a pension obligation bond (POB). The validation process provides the public with notice of the City's intent to replace all or a portion of the City's 7% debt service rate with CalPERS with a potential 4% or less debt service rate. The validation process is expected to be complete in August. Completion of the validation process does not obligate the City to issue POBs.

DISCUSSION:

Jeff Small of Capitol PFG, in his role as fiduciary advisor for the City, provided City Council with options on May 3 for issuing POBs. Mr. Small has updated these options based on CalPERS announcement of investment returns for Fiscal Year 2020-21 and reduction of the CalPERS discount rate. Based on this new information, Mr. Small will provide updated options for determining the amount, term, structure, timing, and sale of the POB.

Attachment:

Update of Pension Obligation Bond Financing Options

RECOMMENDATION:

Receive information and provide direction on the Summary of Recommended Financing Options.

Fiscal Impact of Recommendation:

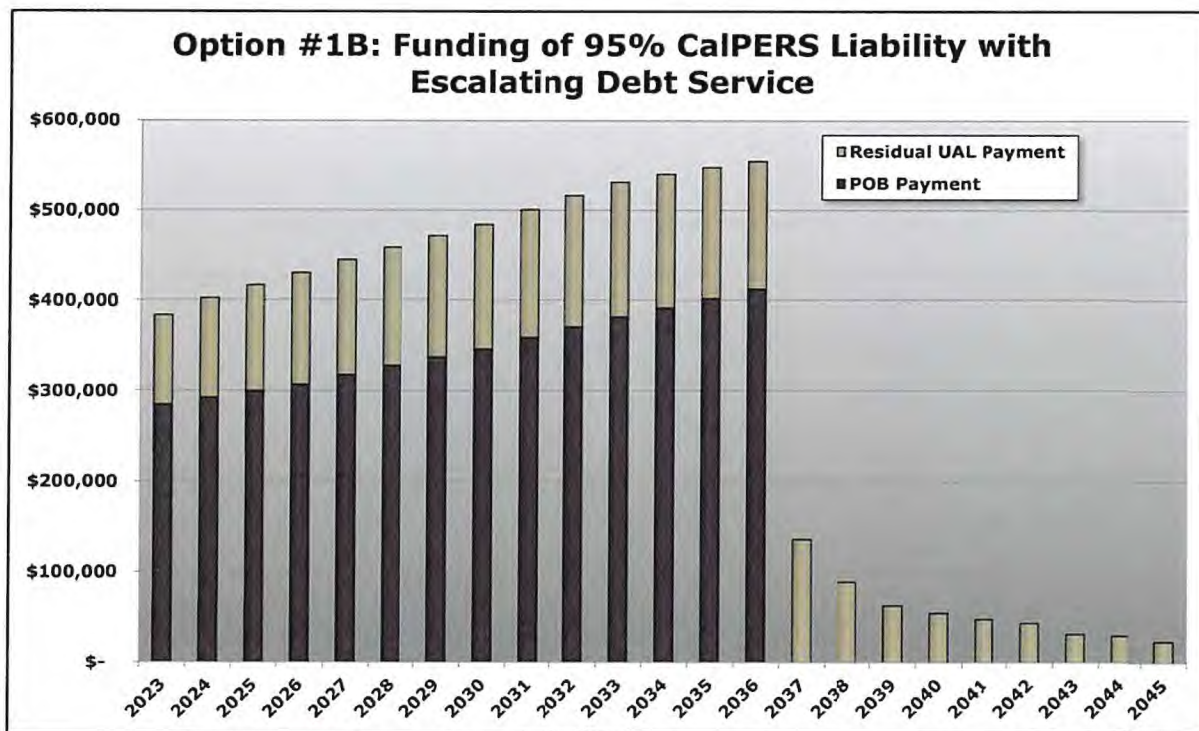
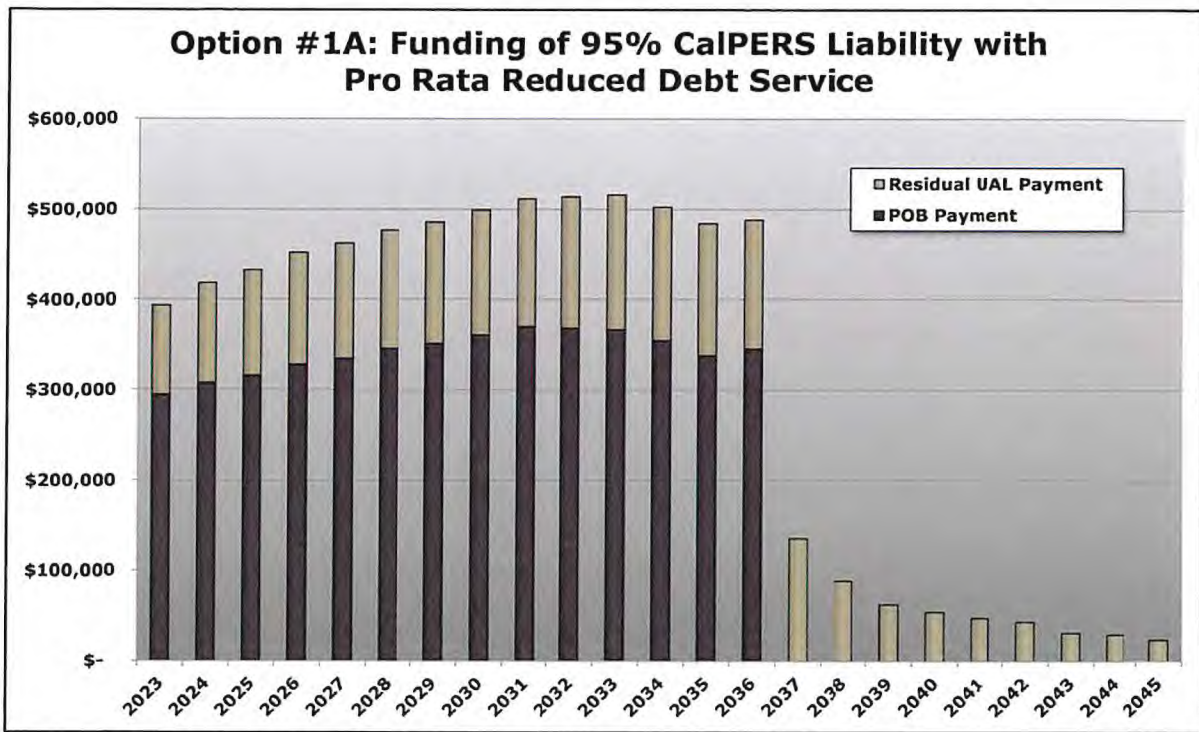
All services are being provided contingent on issuance of a POB. Fees – approved in previous documents -- will be incorporated into the bond cost of issuance and amortized along with the bonds.

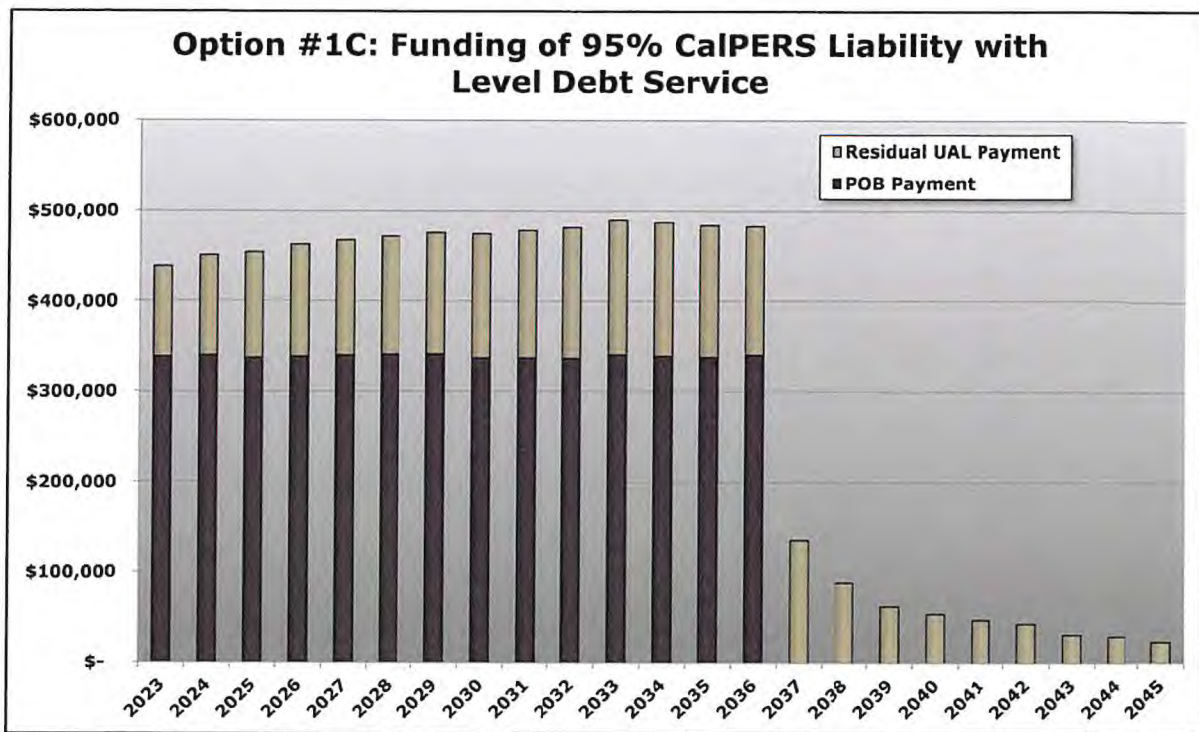
City of Orland
Update of Pension Obligation Bond Financing Options
July 19, 2021

Required Employer Contribution for Fiscal Year 2021-22			
	Estimated Normal Cost	UAL Payment	Estimated Total Contribution
Safety	\$140,228	\$200,628	\$340,856
PEPRA Safety Police	\$36,126	\$2,250	\$38,376
Miscellaneous	\$144,262	\$309,621	\$453,883
PEPRA Miscellaneous	\$32,239	\$2,282	\$34,521
Total	\$352,855	\$514,781	\$867,636

Option #1: 95% Funding

Estimated Funding Ratio at 95% for Safety and Miscellaneous Plans	
6/30/19 Est UAL 6/30/21	6,841,683
Est 2020 Inv Loss, 7.0-4.7%	384,005
Est 2021 Inv Gain, 21.3%-7.0%	(2,247,326)
Updated Est UAL 6/30/21 @7.0%	4,978,362
Est Effect Moving to 6.80% Disc	321,888
Est UAL 6/30/21 @ 6.80%	5,300,250
FYE 2022 UAL Payment in July	(497,658)
Est UAL 6/30/21 @ 6.80%	4,802,592
POB Proceeds 6/30/2021	(3,506,160)
Addl UAL through 9/1/2021	(42,552)
Estimated Total POB Proceeds	(3,548,712)

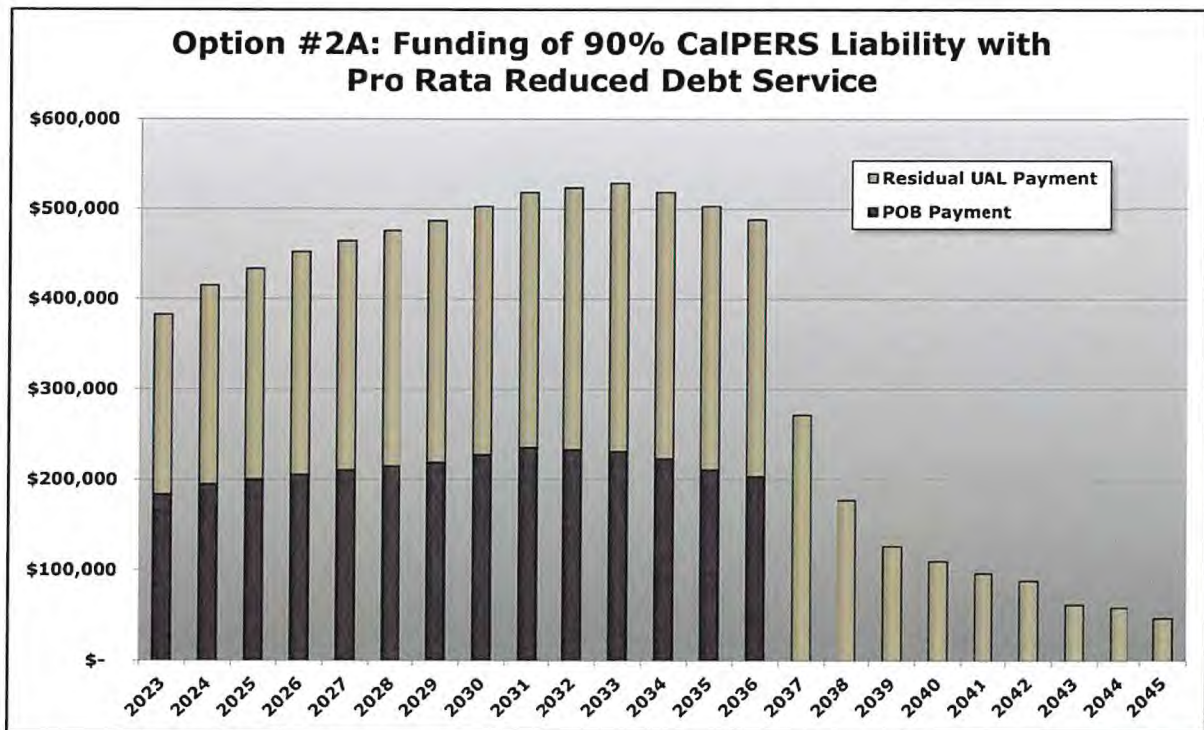


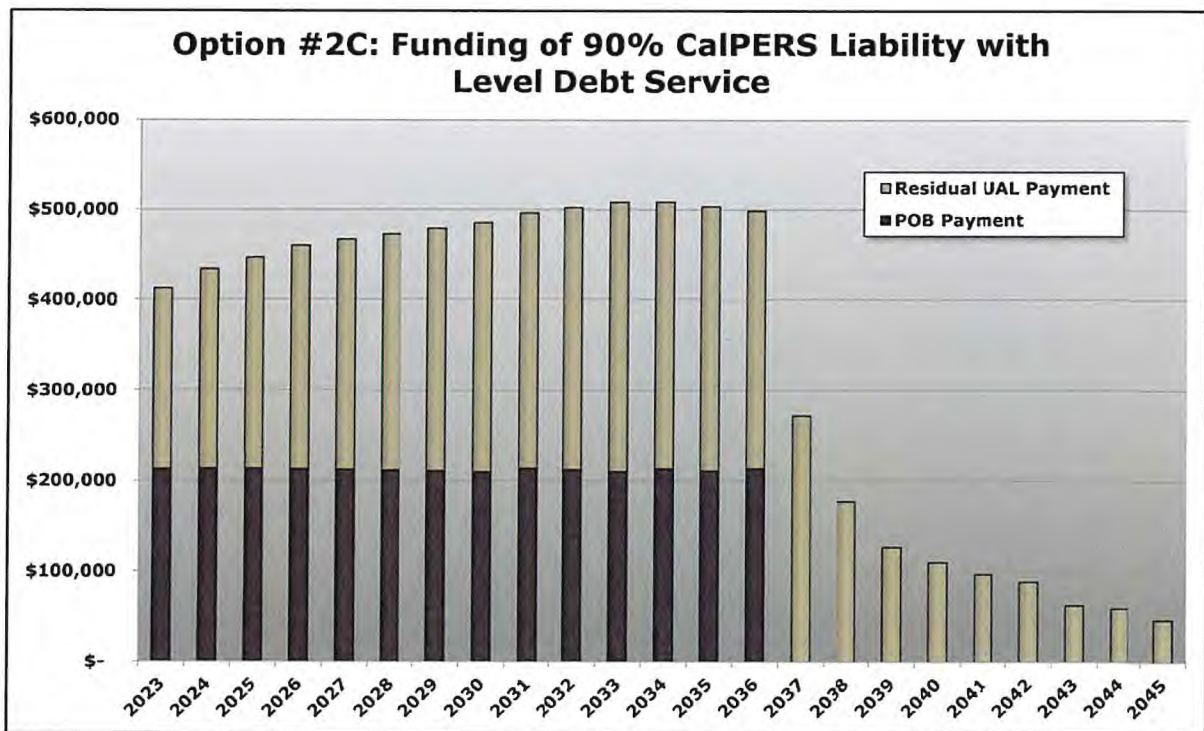
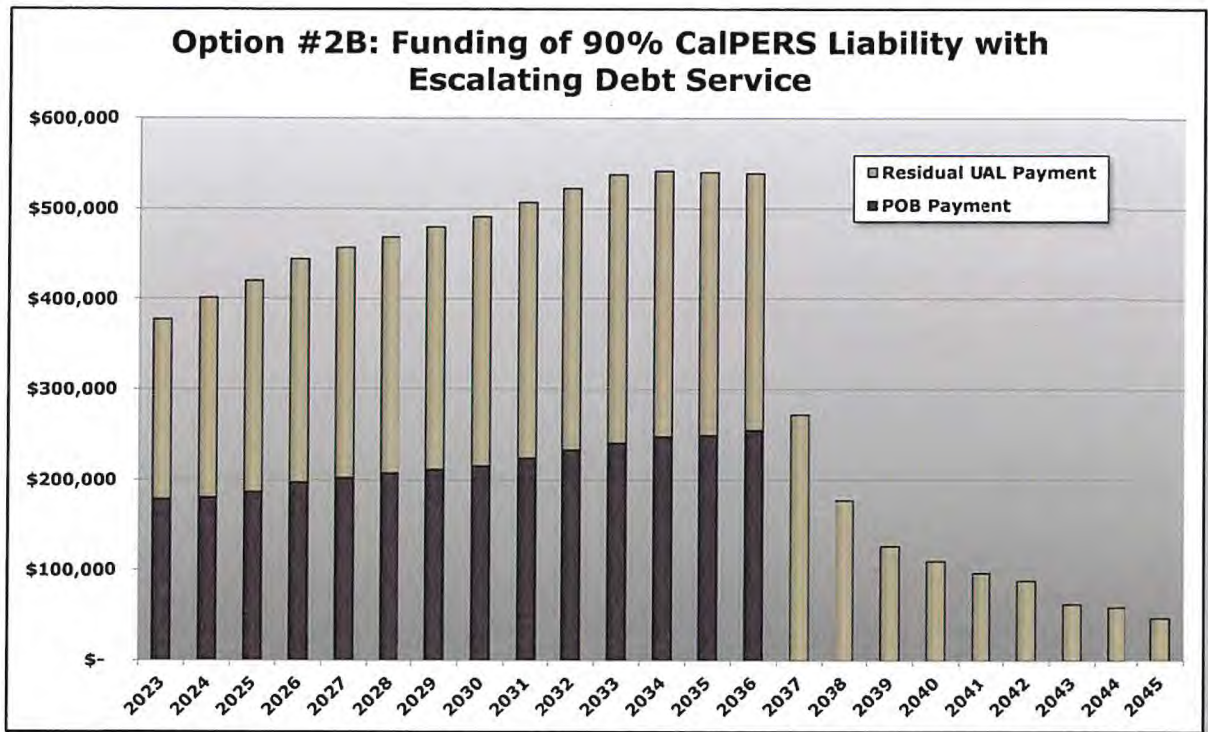


Summary of POB Options #1			
	Option #1A	Option #1B	Option #1C
Par Amount	\$3,655,000	\$3,655,000	\$3,655,000
Delivery Date	9/1/021	9/1/2021	9/1/2021
Last Maturity	8/1/2035	8/1/2035	8/1/2035
Total Interest	\$1,135,175	\$1,182,165	\$1,098,545
Total Debt Service	\$4,790,175	\$4,837,165	\$4,753,545
Maximum Annual Debt Service	\$370,768	\$412,493	\$342,100
Average Annual Debt Service	\$344,204	\$347,581	\$341,572
Est UAL 6/30/2021 @ 6.80%	\$1,296,428	\$1,296,428	\$1,296,428
Total Residual UAL Payments	\$2,368,933	\$2,368,933	\$2,368,933

Option #2: 90% Funding

Estimated Funding Ratio at 90% for Safety and Miscellaneous Plans	
6/30/19 Est UAL 6/30/21	6,841,683
Est 2020 Inv Loss, 7.0-4.7%	384,005
Est 2021 Inv Gain, 21.3%-7.0%	(2,247,326)
Updated Est UAL 6/30/21 @7.0%	4,978,362
Est Effect Moving to 6.80% Disc	321,888
Est UAL 6/30/21 @ 6.80%	5,300,250
FYE 2022 UAL Payment in July	(497,658)
Est UAL 6/30/21 @ 6.80%	4,802,592
POB Proceeds 6/30/2021	2,209,732
Addl UAL through 9/1/2021	(27,475)
Estimated Total POB Proceeds	2,182,257





Summary of POB Options #2			
	Option #2A	Option #2B	Option #2C
Par Amount	\$2,290,000	\$2,290,000	\$2,290,000
Delivery Date	9/1/2021	9/1/2021	9/1/2021
Last Maturity	8/1/2035	8/1/2035	8/1/2035
Total Interest	\$708,149	\$739,414	\$687,614
Total Debt Service	\$2,998,149	\$3,029,414	\$2,977,614
Maximum Annual Debt Service	\$235,978	\$254,625	\$214,128
Average Annual Debt Service	\$215,436	\$217,682	\$213,960
Est UAL 6/30/2021 @ 6.80%	\$2,592,855	\$2,592,855	\$2,592,855
Total Residual UAL Payments	\$4,737,865	\$4,737,865	\$4,737,865

Summary of Recommended Financing Options

Current Amortization Schedule	Option #1C: 95% Level			Option #2C: 90% Level		
	POB Payment	Residual Payment	Total	POB Payment	Residual Payment	Total
Safety and Misc. UAL Payments						
\$ 563,725	\$ 338,808	\$ 99,650	\$ 438,458	\$ 213,277	\$ 199,299	\$ 412,576
\$ 597,089	\$ 340,708	\$ 110,093	\$ 450,801	\$ 213,718	\$ 220,186	\$ 433,904
\$ 631,744	\$ 337,660	\$ 116,609	\$ 454,269	\$ 213,630	\$ 233,218	\$ 446,848
\$ 650,582	\$ 339,335	\$ 123,377	\$ 462,712	\$ 213,358	\$ 246,754	\$ 460,112
\$ 667,947	\$ 340,640	\$ 127,056	\$ 467,696	\$ 212,900	\$ 254,112	\$ 467,012
\$ 685,793	\$ 341,575	\$ 130,447	\$ 472,022	\$ 212,258	\$ 260,895	\$ 473,152
\$ 704,129	\$ 342,140	\$ 133,933	\$ 476,073	\$ 211,430	\$ 267,865	\$ 479,295
\$ 722,969	\$ 337,428	\$ 137,514	\$ 474,941	\$ 210,418	\$ 275,027	\$ 485,445
\$ 742,333	\$ 337,438	\$ 141,193	\$ 478,631	\$ 214,128	\$ 282,386	\$ 496,513
\$ 762,218	\$ 337,078	\$ 144,975	\$ 482,052	\$ 212,560	\$ 289,949	\$ 502,509
\$ 755,383	\$ 341,255	\$ 148,858	\$ 490,113	\$ 210,808	\$ 297,716	\$ 508,524
\$ 747,623	\$ 339,970	\$ 147,523	\$ 487,493	\$ 213,778	\$ 295,047	\$ 508,824
\$ 728,676	\$ 338,315	\$ 146,008	\$ 484,323	\$ 211,470	\$ 292,016	\$ 503,486
\$ 695,650	\$ 341,198	\$ 142,308	\$ 483,505	\$ 213,885	\$ 284,615	\$ 498,500
\$ 453,767		\$ 135,858	\$ 135,858		\$ 271,715	\$ 271,715
\$ 323,762		\$ 88,619	\$ 88,619		\$ 177,238	\$ 177,238
\$ 280,784		\$ 63,229	\$ 63,229		\$ 126,459	\$ 126,459
\$ 246,896		\$ 54,836	\$ 54,836		\$ 109,672	\$ 109,672
\$ 225,239		\$ 48,218	\$ 48,218		\$ 96,436	\$ 96,436
\$ 161,014		\$ 43,988	\$ 43,988		\$ 87,977	\$ 87,977
\$ 152,446		\$ 31,445	\$ 31,445		\$ 62,891	\$ 62,891
\$ 119,940		\$ 29,772	\$ 29,772		\$ 59,544	\$ 59,544
\$ 56,207		\$ 23,424	\$ 23,424		\$ 46,848	\$ 46,848
\$ 11,675,916	4,753,545.42	2,368,933.13	7,122,478.55	2,977,614.17	4,737,864.53	7,715,478.70

The Safety and Miscellaneous Payments shown under the Current Amortization Schedule do not reflect the effects of the 2020 investment loss, the 2021 investment gain, UAL prepayment made for 2021-22 and other sources of gains and losses. More reliable information will become available for comparison purposes when CalPERS is able to provide the 6/30/21 Actuarial Valuation and a supplemental amortization schedule.