



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Minerva Pineda, Council Member

Gilbert Garcia, Council Member

Josie Cervantes, Council Member

WEDNESDAY, APRIL 26, 2017 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Presentation

1. Presentation by Mayor and Councilmembers recognizing and honoring Mr. Juan Garza, Superintendent for Kings Canyon Unified School District
2. Presentation by Mr. Eli Cruz President of D.E.C.D.R.C. regarding Diabetes Education

D. Consent Calendar

3. City Warrants for March 2017
4. Adoption of Ordinance 318 Amending Title 15, Chapter 15.04 of the Orange Cove Municipal Code relating to Building and Construction Codes

E. Administration

City Engineer:

5. **SUBJECT:** Consideration and Discussion regarding the bid for the Park and Anchor Sewer and Water Improvements

Recommendation: Council to consider approving Resolution No. 2017-12 Accepting the bid from Bill Nelson GET, Inc. for the installation of a sewer and water mains and services for \$125,665 and authorize the City Manager to sign a standard construction agreement

City Manager:

6. **SUBJECT:** Consideration and Discussion regarding the Facilities Use and Maintenance Agreement between the City of Orange Cove and Target Eight Advisory Council

Recommendation: Council to consider approving the Second Amendment Facilities Use and Maintenance Agreement between the City of Orange Cove and Target Eight Advisory Council for two (2) years (July 1, 2017 – June 30, 2019)

7. **SUBJECT:** Consideration and Discussion regarding the agreement regarding the Sewer Main improvement Project

Recommendation: Council to approve the form of the agreement for the Sewer Main Improvement Project – Sumner Avenue from Monson to Anchor Avenue for the following:

- a. Agreement between the City of Orange Cove and Fresno County
 - b. Agreement between the City of Orange Cove and Orange Cove Irrigation District
8. **SUBJECT:** Consideration and Discussion regarding the Banner Pole Footing

Recommendation: Council to approve the bid proposal from Greg Peterson Construction in the amount of \$12,140.00

F. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speakers microphone, state your name and address, and then proceed with your comments.

G. City Manager's Report

H. City Attorney's Report

I. City Council Communications

J. Adjournment

ADA Notice: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 214. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at front counter at City Hall and at the Orange Cove Library located at 815 Park Blvd., Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at cityoforange Cove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

ENFORCEMENT OF DECORUM RULES

(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the City council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the Mayor if the majority of the Council believes the Mayor or other presiding officer is not applying the rules of decorum appropriately.

Meeting Date: Thursday, April 20, 2017

Time: 3:00 pm

Location: City of Orange Cove City Hall

Attendees: Mayor Victor Lopez – Orange Cove
Eli Cruz – President DECDRC
Mark Morales – Secretary DECDRC

Meeting: Diabetes Education and Chronic Disorders Resource Center is requesting assistance from the City of Orange Cove to promote DECDRC. The nature of the organization is to extend their knowledge and educate individuals who are suffering with diabetes.

DECDRC is a non-profit organization (on the works) to assist individuals in the following categories.

- Food and Nutrition
- The importance of managing diabetes
- Oral Hygiene
- Eye Care
- The importance of exercise

Presentation to be conducted by the following
Dr. Rubio D.D.S. – Discuss Oral Hygiene and dental care

- The importance of exercise
- Nutritional counseling
- Weight loss programs
- They importance of routine eye care (supported by Dr. Marc Sorsky, Optometrist)

Partnership Orchard Medical Clinic or other Medical Facility

Sponsorship Need sponsorship from the city of Orange Cove local businesses.

City of Orange Cove

- Use of the facility – community center
- Advertisement
- Date: Saturday, June 17, 2017
- Time: 2:00 pm – 5:00 pm
- Liability insurance
- Cost

ORDINANCE NO. 381

AN ORDINANCE OF THE CITY OF ORANGE COVE AMENDING
TITLE 15, CHAPTER 15.04 OF THE ORANGE COVE MUNICIPAL CODE
RELATING TO BUILDING AND CONSTRUCTION CODES.

THE CITY COUNCIL OF THE CITY OF ORANGE COVE DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 15.040.010 of Title 15, Chapter 15.04 of the Orange Cove Municipal Code is amended to read as follows:

Section 15.040.010 Adoption of Building Codes and Regulations By Reference

Under the provisions of Section of 50022.1 of the Government Code and Health and Safety Code Section 17922 of the State of California, the City Council of the City of Orange Cove does adopt by specific reference thereto and incorporates by said reference the provisions, rules, regulations specified and set forth in the codes and regulations set forth below.

- A. The California Building Code, 2016 Edition which may be referred to in this Code as the CBC;
- B. The California Residential Code, 2016 Edition which may be referred to in this Code as the CRC;
- C. The California Electrical Code, 2016 Edition which may be referred to in this Code as the CEC;
- D. The California Mechanical Code, 2016 Edition which may be referred to in this Code as the CMC;
- E. The California Plumbing Code, 2016 Edition which may be referred to in this Code as the CPC;
- F. The California Energy Code, 2016, Edition;
- G. The California Green Building Standards Code, 2016 Edition
- H. The California Historical Building Code 2016, California Code of Regulations, Title 24, Part 8;
- I. The 2016 Referenced Standards Code, California Code of Regulations, Title 24, Part 12;
- J. The 2016 California Administrative Code, California Code of Regulations, Title 24, Part 1; and
- K. The 2016 California Fire Code, California Code of Regulations, Title 24, Part 9 which may be referred to in this Code as the CFC;

SECTION 2. The City Clerk is authorized to cause this ordinance or a summary of this ordinance to be published in a newspaper of City circulation in the Reedley Exponent, a newspaper of City circulations published and circulated in the City of Orange Cove, within fifteen (15) days after its adoption. If a summary of the ordinance is published, the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted at City Hall at least five (5) days prior to the

meeting at which the ordinance is adopted and again after the meeting at which it is adopted. The ordinance shall become effective thirty (30) days after its adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Orange Cove held on _____ and was passed and adopted at a regular meeting of the City Council held on _____ by the following vote:

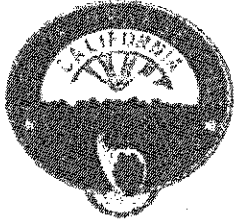
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

APPROVED:

City Clerk

Mayor, City of Orange Cove



CITY OF ORANGE COVE

REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Resolution Accepting Bid for the Park & Anchor Sewer and Water Improvements

Attachments: Resolution

RECOMMENDATION:

Council adopt the attached resolution accepting the bid from Bill Nelson GEC, Inc. for the installation of a sewer and water mains and services for \$125,665 and authorize the City Manager to sign a standard construction agreement.

EXECUTIVE SUMMARY:

The City has entered into an agreement to install the off-site improvements along the frontage of Park Boulevard and Anchor Avenue for a commercial development to be constructed by Capital Rivers Commercial. This bid is for the sewer mains and water services to the site. The low bid was submitted by Bill Nelson GEC, Inc. for \$125,665. The Engineer's estimate is \$130,000.

BACKGROUND:

The City owns the property at the northwest corner of Park Blvd. & Anchor Ave. and has entered into an agreement with Capital Rivers Commercial to install the off-site improvements for a planned commercial development. The City has applied for an Economic Development Administration (EDA) grant for those off-site improvements. The developer has made commitments to its tenants to have the site ready for occupancy before the EDA grant application are known.

This bid is for the sewer main and water service connections needed to get the first tenants into their buildings. The off-site street improvements will be installed later either with EDA grant funding or local City street funds. Some of the stores will open before the adjoining curb, gutter, sidewalks and street paving are installed. Temporary paved driveways will be constructed.

Prepared by: GH

Approved by: 

REVIEW: City Manager: SB

Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent			<input type="checkbox"/> Public Hearing	
<input type="checkbox"/> Info Item			<input type="checkbox"/> Matter Initiated by a Council Member	
<input type="checkbox"/> Action Item				
<input type="checkbox"/> Department Report			<input type="checkbox"/> Other	
<input type="checkbox"/> Redevelopment Agency			<input type="checkbox"/> Continued to: _____	

The proposed sewer main installed with this bid will be installed from the stub at the north end of the Joe Serna Estates and traverse the City-owned property to Park Blvd. This sewer main will serve the proposed Amaya Village Apartments when they are constructed and can be counted against the City's pledge of aid to that project.

There are existing water mains in both Park Blvd. and Anchor Ave. This project will install service connections to the commercial site and two on-site fire hydrants.

The following bids were opened on April 18, 2017:

<u>Contractor</u>	<u>Bid Amount</u>
Bill Nelson GEC, Inc.	\$125,665
JT2, Inc, dba Todd Companies	\$139,750
Dawson-Mauldin Construction, Inc.	\$140,654
Haydon Construction	\$157,442
West Valley Construction, Inc.	\$178,354

The Engineer's Estimate is \$130,000.

Bill Nelson GEC, Inc. is a reputable contractor and has done work previously for the City at Industrial Property at the corner of Center Street and South Ave. They also did the underground work for the recent Housing Authority re-models.

REASON FOR RECOMMENDATION:

Bill Nelson GEC, Inc submitted the low bid of \$125,665. The improvements need to be made now so as to not delay the opening of the first two businesses.

FISCAL IMPACT:

The water portion of the bid is \$52,521. The Water Fund will expend \$40,221 and Water Collection Impact Fees will contribute \$12,300.

The sewer portion is \$73,144. The Sewer Collection Impact fees will fund \$68,100 and the Sewer Fund will expend \$5,044.

ALTERNATIVES:

The Council may reject the bid.

ACTIONS FOLLOWING APPROVAL:

The City Manager will sign a standard construction agreement.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2017-12

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,
ACCEPTING BID FOR THE PARK & ANCHOR
SEWER AND WATER IMPROVEMENTS PROJECT

WHEREAS, the Invitation to Bid for the Park & Anchor Sewer and Water Improvements Project was advertised at the Central California Builders Exchange and the Tulare & Kings Counties Builders Exchange beginning March 27, 2017; and

WHEREAS, the project will consist of installation of sewer mains and water services in the public rights of way for development of a commercial project at the northwest corner of Park Boulevard and Anchor Avenue in the City of Orange Cove; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Orange Cove City Hall on April 18, 2017 after 2:00 pm:

<u>Contractor</u>	<u>Bid</u>
Bill Nelson GEC, Inc.	\$125,665
JT2, Inc, dba Todd Companies	\$139,750
Dawson-Mauldin Construction, Inc.	\$140,654
Haydon Construction	\$157,442
West Valley Construction, Inc.	\$178,354

WHEREAS, the City Engineer's estimate was \$130,000 for the Project.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove, California, as follows:

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. Upon the recommendation of the City Engineer that the Park & Anchor Sewer and Water Improvements Project be awarded to: Bill Nelson GEC, Inc. in the amount of One Hundred Twenty-five Thousand Six Hundred Sixty-five Dollars and Zero Cents (\$125,665.00).
3. The City Manager is authorized to sign a construction agreement for the project with the awardee on behalf of the City.

4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on April 26, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk

**SECOND AMENDMENT
TO FACILITIES USE AND MAINTENANCE AGREEMENT**

This First Amendment to the Facilities Use and Maintenance Agreement (“Agreement”), is made and entered into this 26th day of April, 2017 (“Effective Date”) by and between the City of Orange Cove, a municipal corporation, (“City”) and Target Eight Advisory Council, a California corporation (“TEAC”).

I. RECITALS

WHEREAS, on July 1, 2014, the City and TEAC entered into the Agreement for the use and maintenance of the property commonly known as the Julia Lopez Child Development Center which is located at 1300 South Avenue, Orange Cove, California 93646 (“PROPERTY”); and

WHEREAS, the City desires to amend the Agreement to modify Section 1.2 (Term) to allow TEAC to continue to utilize the PROPERTY, and to provide for certain ongoing maintenance of the PROPERTY by the City; and

WHEREAS, the City and TEAC desire to enter into this First Amendment to the Agreement and have agreed to amend the following: Section 1.2 (Term), as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1.2 TERM

1.2 Term. The term of this AGREEMENT shall be for a period of two years from July 1, 2017 to June 30, 2019. The AGREEMENT may also be extended for an additional period by mutual written AGREEMENT of the parties unless sooner terminated pursuant to the terms of this AGREEMENT. It is contemplated by the parties that if CITY obtains another contract for CPSS from the California Department of Education and if CITY and TEAC enter a new subcontract for day care services as set forth in Recital B above, the parties will extend this AGREEMENT for an additional period.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

“CITY”
City of Orange Cove

“TEAC”
Target Eight Advisory Council

By: _____
Samuel Escobar, City Manager

By: _____
Mario Villarreal, Member

Attest:

By: _____
June Bracamontes, City Clerk

Approved as to form:

By _____
Dan McCloskey, City Attorney

**AGREEMENT FOR COOPERATION AND INDEMNIFICATION IN CONNECTION
WITH SEWER TRUNK MAIN IMPROVEMENT PROJECT**

This agreement is entered into on this _____ day of _____, 2017 by and between the City of Orange Cove, a municipal corporation ("City") and _____, a political subdivision of the State of California ("County")(collectively, the "parties") on the terms and conditions set forth below (the "Agreement").

RECITALS

WHEREAS, City intends in the near future to construct the Sewer Trunk Main Improvements Project (the "Project"), which will fulfill the sewer main improvements identified in City's Sewer Master Plan, and which will include construction of a sewer trunk main in Sumner Avenue from Monson Avenue to Anchor Avenue; and

WHEREAS, City is in the process of submitting a grant application to the Economic Development Administration ("EDA") for a portion of the Project costs (the "Grant"); and

WHEREAS, a portion of the Project will encroach into County's right of way, and EDA therefore is requiring as a condition of grant funding that County be a co-applicant for the Grant; and

WHEREAS, the Grant is of critical importance to the Project; and

WHEREAS, County will receive no foreseeable, direct benefit from the Project, and in consideration for County's participation as a co-applicant for the Grant County seeks, and City desires to confer, the broadest legally cognizable indemnity to protect County from any liability County could incur arising out of the Project or the Grant.

THEREFORE, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. COUNTY'S OBLIGATIONS

County hereby agrees to be a co-applicant in the Grant for the Project, and to provide all cooperation with City reasonably necessary to complete this obligation. County will expeditiously execute and provide to City any and all grant application documents so as to allow the City to submit such material to the EDA in a timely manner.

2. CITY'S OBLIGATIONS

On behalf of County and for County's ultimate approval, City hereby agrees to draft all application paperwork required to be submitted by County for the Grant.

Because City agrees to draft all necessary application paperwork, it is not anticipated that County will incur significant costs in connection with the preparation of its co-application. However, if County does incur costs in connection with the preparation of its co-application for the Grant, which costs exceed de minimus postage and telephone charges, de minimus use of office supplies and equipment, and de minimus use of staff time, City will reimburse County for all costs reasonably incurred, including for staff time pursuant to County's cost allocation plan. In the event of any dispute over the amount of reimbursement to which County is entitled, both Parties agree to meet and confer in good faith to resolve that dispute. Provided that County is able to produce documentation substantiating costs claimed for reimbursement, County's determination that costs incurred are not de minimus and were reasonably incurred shall be entitled to deference.

City will be solely responsible for funding the Project and completing all work relating thereto.

County hereby delegates to City any and all duties County may have as a co-applicant for the Grant to maintain competent and adequate engineering supervision at the construction site, to initiate and complete the work on time, and to maintain all records and books relating in any way to the Project. City accepts these responsibilities, and agrees to carry them out diligently.

City agrees to indemnify and defend County and to obey all applicable laws in connection with the Project and the Grant, as provided for herein.

3. IDEMNIFICATION

Subject to the terms of Section 7 below, City will hold County harmless and indemnify and defend County in any judicial or administrative action or proceedings of whatever kind or nature brought against County or any officer, employee, representative, or agent thereof, for any liability or purported liability arising in any manner out of the Project and Grant application therefore, including, without limitation: civil, criminal, or administrative fines or other monetary penalties or forfeitures; liability for property damage, personal injury, or inverse condemnation; or liability relating to compliance with the California Environmental Quality Act or other environmental law.

To ensure that City is capable of satisfying its indemnification obligations under this Agreement, City will maintain adequate insurance to cover liability arising out of the Project in excess of the amount of City's self-insured retainer. City shall name County as an additional insured on any such policy of insurance. City is a member of CSAC Excess Insurance Authority's General Liability 1 (GL1) Program, which provides excess liability coverage to City. As a condition precedent to County's obligations under this

Agreement, City shall remain a member CSAC's GL1 Program or will maintain excess liability coverage to City. As a condition precedent to County's obligations under this Agreement, City shall remain a member CSAD's GL1 Program or will maintain excess liability coverage through another insurer with limits that are no less than those currently existing under CSAC's GL1 Program.

Any special counsel hired to defend County under the provisions of this Agreement must be approved by County's Board of Supervisors.

City and County will confer if, at any time, EDA or anyone acting on EDA's behalf seeks to recover from County all or any portion of the Grant. Should County render payment to EDA after conferring with City, County immediately shall be entitled to reimbursement by City, with interest thereon at the county pool apportioned rate, which was 0.6734% as of _____, from the first date on which County provided City written notice of the payment to EDA.

4. CITY'S ASSURANCE OF LEGAL COMPLIANCE

In connection with the Project, City will comply fully with applicable federal, state, and local statutes, ordinances, regulations, executive orders, rules, policies, procedures, or other laws. Any liability County or its officers, employees, representative, or agents may incur for City's failure to uphold its duty to comply with all applicable laws shall fall within the ambit of Paragraph 3 of this Agreement.

Without limiting the foregoing in any manner:

- a. City agrees to comply fully with 31 U.S.C. 1352 and its implementing regulations. The Parties further agree that County has not paid funds to any person to influence a federal officer or employee, a member of Congress, or an employee of a member of Congress in connection with the Grant.
- b. City hereby certifies that the Project will not confer a proprietary benefit on any private individual, for-profit corporation, or other commercial entity.
- c. To the extent applicable, in its implementation of the Project, City will comply fully with all of the following:
 - i. Building codes and health and safety laws;
 - ii. Laws regulating conflicts of interest or the appearances thereof;
 - iii. Non-discrimination laws;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. The Lead Based Painting Poisoning Prevention Act;
 - vi. State, federal, and local laws intended to protect property owners and displaced persons and businesses in the event of government acquisition of private property;
 - vii. Labor laws;

- viii. Flood insurance laws;
- ix. Environmental laws, including the California Environmental Quality Act and National Environmental Policy Act; and
- x. All audits requirements relating to the Project and requirements of any kind to report to Eda or any other entity on the progress and performance of the Project.

5. ASSIGNMENT

Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. Any assignment or delegation in violation of this paragraph shall be void.

6. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY

AGENCY:

City of Orange Cove

Attn: City Manager

633 6th Street

Orange Cove, CA 93646

If notice is given by personal delivery, notice is deemed received as of the date of personal delivery. If notice is given by mail, notice is deemed received as of three days following the date of mailing or as of the date of delivery as reflected on a return receipt, whichever occurs first.

7. CHANGES AND AMENDMENTS; TERMINATION

This agreement may be amended only by subsequent written agreement executed by both Parties. Absent as written novation, release, or accord and satisfaction, or unless a Party commits the first material breach hereunder or fails to complete a condition precedent or subsequent to the other Party's performance, neither Party's obligations created hereunder shall terminate until fully performed.

8. CHOICE OF LAW

This agreement shall governed by the laws of the state of California.

9. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OR BOTH PARTIES

This agreement, including any exhibits referenced herein, constitutes the entire

agreement between the Parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by County or City other than those contained herein. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule state in Civil Code section 1654, that ambiguities in a contract shall be construed against the drafter, shall have no application to the construction of this Agreement.

10. CONSTRUCTION; INCORPORATION OF EXHIBITS

Unless otherwise provided in this Agreement , or unless the context otherwise requires, the following definitions and rules of construction shall apply herein:

- A. Captions. The captions of this Agreement are for convenience in reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- B. Number and Gender: Whenever the context so requires in this Agreement, the neuter gender includes the feminine and masculine, and vice versa, the feminine includes the masculine and vice versa, the singular includes the plural, and the work "person" includes corporations, partnerships, firms or associations.
- C. Mandatory and Permissive. Thee terms "shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D. Term Includes Extensions. All references to the term of this Agreement shall include any extensions of such term.
- E. Exhibits. Any exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.
- F. Parties' Intent. In the event that any provision of this Agreement is capable of more than on interpretation or is otherwise found to contain a latent or patent ambiguity, the interpretation that best effectuates the objects of the Agreement, as expressed by the Parties in the recitals above, shall govern to the extent that such interpretation does not render the Agreement or any material provision thereof void or otherwise unenforceable, and even if that interpretation conflicts with the most literal or grammatically correct construction of the Agreement.

11. SEVERABILTY

If any of the provision of this Agreement is found to be unenforceable, the

remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

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THIS AGREEMENT is entered into by and between the parties as of the date by which both parties have executed it.

CITY

Victor P. Lopez, Mayor

ATTEST:

ATTEST:

June V. Bracamontes, City Clerk

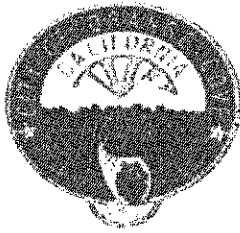
, Clerk of the Board

APPROVED AS FORM

APPROVED AS FORM

City Attorney

City Attorney



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Mayor and City Council
From: Joe Estrada Sr. Wastewater Treatment Operator III (CPO)
Subject: Banner Pole Footing
Attachments: Concrete footing for Banner Poles
 Bid Proposal from Greg Peterson Construction for \$12,140.00

BACKGROUND:

During a City Council Meeting of October 26, 2016, Council approve poles for the Banners to be located at the corner of Center and Park Blvd.

EXECUTIVE SUMMARY:

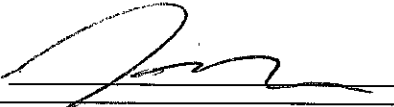
Our current source of advertisement is located at the corner of 6th and Park between a light pole and a palm tree off to the South of Park Blvd. The distance between the light pole and palm tree is not very visible due to the obstruction by the trees, and we are very limited in banner size.

The Banner Poles are to be installed across Park Blvd. at the intersection of Center Street both facing East to West.

The Banner Poles will be the city's main advertisement of city functions for our community members to be aware of events that take place at our local parks and/or parades, etc.

The Banner Pole blue prints created and recommended by Yamabe and Horn Engineering, Inc. are very specific in design which limits our Public Works staff from achieving the work that needs to be performed by specifications.

Prepared by: _____

Approved by: 

REVIEW: City Manager: JE

Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent				<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Info Item				<input type="checkbox"/> Matter Initiated by a Council Member
<input type="checkbox"/> Action Item				<input type="checkbox"/> Other
<input type="checkbox"/> Department Report				<input type="checkbox"/> Continued to: _____
<input type="checkbox"/> Redevelopment Agency				

The Banner Pole Concrete footing dimensions are 3 feet in diameter by 8 feet deep which requires a special gauge rebar at $\frac{3}{4}$ inch cage also the pot hole auger machine that is needed to dig out the required holes for pole footings. The concrete is a special mix, the concrete design needs to prepare as 3000 psi for maximum stability. Current work staff does not have the resources and equipment to perform such job.

RECOMMENDATION:

Council to consider accepting the quote from Greg Peterson Construction for the concrete footing for sign posts in the amount of \$12,140.00.

FISCAL IMPACT:

Using Budget funding

ALTERNATIVES:

None

ACTIONS FOLLOWING APPROVAL:

The cities down town view will have immediate city event function advertisement.

March 22, 2017

Greg Peterson Construction
855 E. Davis Drive
Dinuba, CA 93618
License No. 575374
DIR No. 1000015539

City of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

RE: Concrete footing Proposal for sign posts

Attn: Joe Estrada

Dear Joe,

The following is my Proposal for the construction of two concrete footings for the installation of sign posts. I have included:

1. Coring of One 36" diameter hole through asphalt for one footing.
2. We shall bore (2) 36" diameter holes that will be 9'6" deep into the native soil. Price is based on no hardpan being present. All dirt spoils will be hauled from site.
3. Provide (2) rebar cages and anchor bolts per plans installed with templates to match post baseplate layout.
4. Concrete will be poured that will have a minimum compressive strength of 3,000 p.s.i. in 28 days. The concrete will be poured 4" above the finished elevation with sonotube forms.
5. We shall provide all equipment necessary to do the work.
6. All work to be performed during regular business hours Monday through Friday at the current Prevailing Wage Rates.

Exclusions

1. Permits or Fees
2. Steel trench plates for open holes

I agree to do the work as described above for the sum of **TWELVE THOUSAND ONE HUNDRED FORTY DOLLARS AND NO CENTS**-----**\$12,140.00.**

Thank you for the opportunity to quote on this project. Please let me know if you have any questions.

Respectfully submitted,

Greg Peterson

Greg Peterson