



## AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem  
Minerva Pineda, Council Member

Gilbert Garcia, Council Member  
Josie Cervantes, Council Member

**WEDNESDAY, MARCH 9, 2016 - 6:30 P.M.**  
**Orange Cove Council Chambers**  
**633 6<sup>th</sup> Street, Orange Cove, California 93646**

**A. Call to Order/Welcome**

1. Roll Call
2. Invocation
3. Flag Salute

**B. Confirmation of Agenda**

**C. Consent Calendar**

1. City Council Minutes of February 10, 2016

**D. Administration**

**A.M. CONSULTING ENGINEER**

1. **SUBJECT:** Discussion and Consideration regarding Bid Acceptance City of Orange Cove – Water Treatment Plant Backwash Reclaim Improvements

**Recommendation:** Council to consider accepting the low bid from C. Overaa & Co. for \$1,192,000.00 and authorize the City Manager to sign the agreement on behalf of the City of Orange Cove.

2. **SUBJECT:** Discussion and Consideration regarding the Bid Acceptance – City of Orange Cove – Construction of Test Well

**Recommendation:** Council to consider accepting the low bid from Johnson Drilling Company for \$59,400.00 and authorize the City Manager to sign the agreement on behalf of the City of Orange Cove

**CHIEF OF POLICE**

3. **SUBJECT:** Monthly Activity Report

**Recommendation:** Informational Item Only

**MAYOR AND CITY COUNCIL**

4. **SUBJECT:** Discussion and Consideration appointment of new members to the Events Committee and removal of members

**Recommendation:** Council to consider appointing Veronica Ramirez and Nancy Hernandez to the Orange Cove Events Committee and removing Mari Cruz Valencia

**CITY MANAGER**

5. **SUBJECT:** Discussion and Consideration regarding the 2014 Home Investment Partnerships Program (HOME) Grant contract between the City of Orange Cove and Self Help Enterprises

**Recommendation:** Council to approve the 2014 Home Investment Partnerships Program (HOME) Grant contract between the City of Orange Cove and Self Help Enterprises

6. **SUBJECT:** Discussion and Consideration regarding a Resolution Declaring a Level 1 Water Supply Shortage Pursuant to Chapter 13.17 of the Orange Cove Municipal Code and Rescinding Resolution 2015-06

**Recommendation:** Council to consider approving the Resolution Declaring a Level 1 Water Supply Shortage Pursuant to Chapter 13.17 of the Orange Cove Municipal Code and Rescinding Resolution 2015-06

7. **SUBJECT:** Discussion and Consideration regarding the introduction and first reading of an Ordinance amending title 5, by the addition of Chapter 5.34 regarding Use and Sale of Fireworks and Providing for the enactment and publication thereof.

**Recommendation:** Council to approve the introduction and first reading (waiving full reading) of the Ordinance amending title 5, by the addition of Chapter 5.34 regarding Use and Sale of Fireworks and Providing for the enactment and publication thereof.

**E. 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.

**F. City Manager's Report**

**G. City Attorney's Report**

**H. City Council Communications**

**I. CLOSED SESSION**

1. Conference with real property negotiators  
Government Code Section 54956.8  
Property: Industrial Park Property corner of South and Center Street  
City Negotiator: Sam Escobar, City Manager  
Negotiating Parties: Matt Kuykendall (2 acres)  
Under Negotiation: Price and Terms of Payment

**J. Reconvene City Council Meeting**

(Report out of closed session)

**K. 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 [cityoforangecove.com](http://cityoforangecove.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.



## MINUTES

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**

**Gilbert Garcia, Council Member**

**Minerva Pineda, Council Member**

**Josie Cervantes, Council Member**

**WEDNESDAY, FEBRUARY 10, 2016 - 6:30 P.M.**

**Orange Cove Council Chambers**

**633 6<sup>th</sup> Street, Orange Cove, California 93646**

### **A. Call to Order/Welcome**

COUNCIL PRESENT: Mayor Victor P. Lopez  
Mayor Pro Tem Diana Guerra Silva  
Councilmember Gilbert Garcia  
Councilmember Minerva Pineda  
Councilmember Josie Cervantes

STAFF PRESENT: City Manager Samuel A. Escobar  
City Attorney, Dan McCloskey  
Police Chief, Marty Rivera (absent)  
City Clerk June V. Bracamontes

INVOCATION: Mayor Pro Tem Diana Guerra Silva

FLAG SALUTE: Mayor Victor P. Lopez

### **B. Confirmation of Agenda**

**Switch 2 and 3 under presentation**

### **C. Presentation:**

1. Irma Valadez, Citrus Middle School Instructor regarding the Volunteer Community Service Projects  
Ms. Irma Valadez Instructor at Citrus Middle School presented to Council the

Ms. Irma Valadez Instructor at Citrus Middle School presented to Council the AVID program available to students. Part of the component program is community service. Teach student skills organize themselves to become better readers, writers and take them to a University campus to fulfill their dreams.

The following students presented how they felt about the AVID Program and how the program has helped them through school and their careers.

Christopher Avila  
Christian Rivera  
Erica Velasquez  
Pauline Avila  
Maranda Del Bosque  
Christy Corona  
Yessenia  
Samuel Angulo  
Lisa Ramos

The AVID program would like to partner up with the City of OC coordinate a day a month volunteer a Saturday.

Mayor and Council thanked the AVID Program and Students. Asked City Manager to participate in this program.

3. Orange Cove High School Students Speech on "Freedom and Justice for All"

Principal Angel Durazno introduced Alexia Espinosa student from Orange Cove High School. She presented her speech to Council. What does liberty for all mean to her. Mr. Durazno explained that the other 2 students were not available.

2. Introduction of the new employees at the Orange Cove Wastewater Plant:  
Joe Estrada, Senior Operator III and Jose L. Vargas, Operator in Training

Joe Estrada presented himself to Council talked about the preventive maintenance at the Wastewater Plant. Past 3 months plant looks better. Would like to place a sign on Monson and Parlier. Plant needs to be presentable. Working with Vargas who recently has been hired as OIT and soon will be taking his Operator 1 test.

Mayor honored Mr. Joe Estrada and Mr. Vargas. Very well educated with special credential from Orange Cove. This is the kind of employment to provide to be at the top.

**D. Consent Calendar**

1. City Council Minutes of January 13, 2016
2. Waive all fees for the usage of the Community Center in April 2016 for Loera Family 50<sup>th</sup> Anniversary

**Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilman Gilbert Garcia, Council approved the Consent Calendar as presented. (Yes Vote: Lopez, Silva, Garcia, Pineda and Cervantes)**

**E. Administration**

**CITY ENGINEER:**

1. **SUBJECT:** Consideration and Discussion regarding a Memorandum of Understanding for the Implementation of the Groundwater Management Act in the Kings River East Groundwater Sustainability Agency

**Recommendation:** Council to consider approving a Resolution Approving a Memorandum of Understanding for the Implementation of the Groundwater Management Act in the Kings River East Groundwater Sustainability Agency

**Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilwoman Josie Cervantes, Council approved the Resolution Approving a Memorandum of Understanding for the Implementation of the Groundwater Management Act in the Kings River East Groundwater Sustainability Agency. (Yes Vote: Lopez, Silva, Garcia, Pineda and Cervantes)**

**CHIEF OF POLICE:**

2. **SUBJECT:** Monthly Activity Report

**Recommendation:** Informational Item Only

Chief of Police Marty Rivera was absent and Sgt. Pena presented the Monthly Activity Report

**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.

Ms. Donna Wheeler of Orange Cove had a concern about railroad ties stacked on the located on Anchor and East Railroad/

## **G. City Manager's Report**

City Manager past out a report

1. Economic Development
2. State Water Energy Grant
3. Prop 1 Waste Water Application
4. Prop 1 Water Treatment Plant Expansion
5. Soccer Field at Senator Diane Feinstein Park
6. PG & Energy Audits and Projects
7. Department Project Status Report
  - City Engineer
  - Finance Department
  - Public Works Department
  - Building Department
  - Code Enforcement

Will be following up with Rite Aid representative in May  
Water plant Feasibility study application has been submitted. \$480,000 budgeted  
construction drawing

7 million for the wastewater

## **H. City Attorney's Report**

**Nothing to report**

## **I. City Council Communications**

### **Councilman Gilbert Garcia:**

Nothing to report.

### **Mayor Pro Tem Diana Guerra Silva:**

Nothing to report.

### **Councilwoman Minerva Pineda:**

Nothing to report.

**Councilwoman Josie Pineda:**

Nothing to report.

**Mayor Victor P. Lopez:**

Thanked Julian Chapa for setting up a meeting with the point person who is responsible for the funding from PGE.

Members of the JPA voted by mayors took his seat. At large one more position Mayor Silva to be the appointed for the West Side. Applicant for 6 billion dollars. The supervisor Mendez is on the board.

**J. CLOSED SESSION**

Close session at 7:45 p.m. (City Clerk left the Chambers)

Closed Session pursuant to Government Code Section 54957(b)(1):  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

**K. Reconvene City Council Meeting**

(Report out of closed session)

Mayor Lopez reconvened the City Council Meeting at 8:20 p.m. and announced no action taken nothing to report.

**L. Adjournment**

Mayor Lopez adjourned the City Council Meeting at 8:21 p.m.

RESPECTFULLY SUBMITTED:

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June V. Bracamontes, City Clerk

City of Orange Cove

PRESENTED TO COUNCIL:

DATE: \_\_\_\_\_

ACTION: \_\_\_\_\_

## COUNCIL REPORT

**AGENDA ITEM:** Bid Acceptance – City of Orange Cove – Water Treatment Plant Backwash Reclaim Improvements

**MEETING DATE:** March 9<sup>th</sup>, 2016

**PREPARED BY:** Alfonso Manrique, AM Consulting Engineers

**REVIEWED BY:** Samuel A. Escobar, City Manager

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### RECOMMENDATION:

It is recommended that the Council accept the low bid from C. Overaa & Co. for \$1,192,000.00, and authorize the City Manager to sign the Agreement on behalf of the City of Orange Cove.

### BACKGROUND:

The City of Orange Cove's Water Treatment Plant (WTP) consists of two separate Plants. Plant A consists of flocculation, gravity clarification, and media filtration. Plant B consists of two packaged upflow contact clarification and media filtration units. There are four filter cells in Plant A and two filter cells in Plant B. The treatment capacity of Plant A is 1,050 gpm (1.5 MGD) and the treatment capacity of Plant B is also 1,050 gpm (1.5 MGD). Treated water from Plant A and Plant B enters a clear well where chlorine is added for disinfection.

The filters at each of the Plants require daily backwashing to maintain and adequate flow through the system. Treated water is used to backwash the filters. The amount of water wasted from the system for flushing, backwashing and filter-to-waste is approximately 136,350 gpd.

Spent filter backwash water is currently discharged into an onsite basin. The basin has an overflow into the Orange Cove Drain that flows southwest through the City and ultimately discharges to the Alta Irrigation District East Main Canal. Solids that settle in the basin are periodically pumped into two unlined drying beds. Once the solids are dry, they are stockpiled and eventually hauled away.

On December 20, 2013 the City received a Notice of Violation from the Central Valley Regional Water Quality Control Board. The NOV indicates that the current discharge of backwash water to land (prior to discharge to the Alta Canal) without Waste Discharge Requirements is unpermitted. The NOV required the City to submit a workplan describing the proposed modifications to the City's spent filter backwash water disposal practice and a report of waste discharge (RWD) to apply for waste discharge requirements or waiver thereof.

Due to severe drought conditions in California the City has imposed emergency water use restrictions. Since the City's sole source of water supply is surface water from the Friant-Kern Canal the drought conditions have added urgency to the search for ways to conserve or reuse water. Reclaiming the spent backwash water by blending it with raw water at a ratio of 1:10 will increase the overall efficiency of the WTP and reuse approximately 145 acre-ft of water (95 percent of total filter backwash water) that otherwise would be wasted.

This project will construct a spent filter backwash water reclaim system at the WTP, along with other site improvements. The backwash reclaim system will reduce the amount of wasted filter backwash and comply

with NOV requirements. The project will be paid for with previously awarded Community Development Block Grant (CDBG) funds. The CDBG funding includes the planning and design costs, equipment purchase costs and installation costs. The total amount of CDBG funds is \$889,920, plus an additional \$196,800 in program income.

The project was advertised on December 17, 2015 and bids were opened January 19, 2016.

**DISCUSSION:**

A total of 4 bids were opened and read aloud at 2:00 p.m. on January 19, 2016, this being the advertised bid opening date and time. The low bid was submitted by C. Overaa & Co. in the amount of \$1,192,000.00. The Bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
C. Overaa & Co..	\$ 1,192,000.00
Clark Bros., Inc.	\$ 1,206,960.00
Steve Dovali Construction, Inc.	\$ 1,326,200.00
TNT Industrial Contractors, Inc.	\$ 1,638,962.00
Engineer's Estimate	\$ 1,078,000.00

The low bid by C. Overaa & Co. was in excess of the available CDBG funds allocated for the project. AM Consulting Engineers and C. Overaa & Co engaged in value engineering discussions to lower the cost of the project. It appears that Overaa would be able to reduce the total construction costs by \$200,112.00. Details of the value engineering modifications are included in attached Technical Memorandum. Award of the contract to C. Overaa & Co. is contingent upon these modifications being included in a change order executed immediately after the contract is awarded.

**FISCAL IMPACT:**

Construction costs for this project will be covered for the most part by CDBG funds and program income available to the City of Orange Cove. The City of Orange Cove will allocate \$50,000 from the water enterprise fund to cover the funding shortage and a small contingency amount.

**ATTACHEMENTS:**

Technical Memorandum – WTP Backwash Improvement Project – Deduct Change Order

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**TECHNICAL MEMORANDUM**

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**TO:** SAM ESCOBAR, CITY MANAGER  
GARY HORN, CITY ENGINEER  
ANDY VALENCIA, WTP SUPERVISOR

**FROM:** ALFONSO MANRIQUE, AM CONSULTING ENGINEERS, INC.

**SUBJECT:** WATER TREATMENT PLANT – BACKWASH IMPROVEMENT PROJECT – DEDUCT CHANGE ORDER

**DATE:** 2/22/2016

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This Technical Memorandum (TM) provides a description of value engineering modifications to the City of Orange Cove Backwash Reclaim Improvement Project. The modifications included in this TM were discussed between AM Consulting Engineers Inc., the design engineer, and C. Overaa & Co., the lowest responsive bidder.

The goal of the value engineering modifications is to reduce the total project construction cost to fit within the CDBG grant amount awarded for this project. If acceptable to the City, these changes will be included on a change order to be executed immediately after the contract is awarded to C. Overaa & Co.

The following are the proposed project modifications:

1. Removal of the traveling water screen.

This first modification consists of eliminating the traveling water screen from this project. In addition to the screen equipment, this item will also eliminate piping and anchors, concrete, earthwork, stairs, handrail, fencing, and electrical work including conduit crossings across the canal bank.

The potential savings associated with eliminating the water screen are \$101,842.

The traveling water screen may still be included in the upcoming WTP expansion.

2. Removal of the 4" drain pipe connecting to the City's sewer system.

This modification consists of eliminating the 4" drain pipe connecting to the sewer system. The 4" drain was intended to convey water from the dewatering box to the City's sewer collection system. This item will eliminate the installation of a manhole, sump pump, piping, trenching, as well as asphalt patching associated with the installation of the 4" drain.

This item includes the construction of a 4" drain from the dewatering area to the backwash basin. The water generated by the dewatering process is recognized in the Filter Backwash Rule as a stream that can be recycled.

**ORANGE COVE VE CREDITS**

Water Screen	Cost	Tax	Total
Water Screen-Equipment	\$67,937	\$5,434.96	\$73,372
Piping & Anchors	\$542	\$43.36	\$585
Concrete Material	\$1,737	\$138.96	\$1,876
Earthwork Equipment	\$1,250		\$1,250
Stairs & handrail	\$1,675	\$134.00	\$1,809
Fencing	\$3,000		\$3,000
Labor	\$15,650		\$15,650
Crane	\$800		\$800
Electrical	\$3,500		\$3,500
	<u>\$96,091</u>		<u>\$101,842</u>

4" Drain	Cost	Tax	Total
Manhole	\$2,267	\$181.36	\$2,448
Sump Pump	\$899	\$71.92	\$971
Piping Material	\$2,974	\$237.92	\$3,212
Trenching Equipment	\$3,668		\$3,668
Labor	\$12,375		\$12,375
Sawcut Asphalt	\$1,000		\$1,000
Asphalt Patch	\$6,638		\$6,638
	<u>\$29,821</u>		<u>\$30,312</u>

Backwash Vault & Piping	Cost	Tax	Total
Precast Vault	\$7,887	\$630.96	\$8,518
Piping Material	\$9,058	\$724.64	\$9,783
Modify Misc Metal	\$3,200	\$256.00	\$3,456
Labor	\$1,500		\$1,500
Electrical	\$2,640		\$2,640
	<u>\$24,285</u>		<u>\$25,897</u>

Spray System	Cost	Tax	Total
Piping Material	\$3,846	\$307.68	\$4,154
Labor	\$1,800		\$1,800
	<u>\$5,646</u>		<u>\$5,954</u>

Tank	Cost	Tax	Total
Remove Roof	\$8,000		\$8,000
	<u>\$8,000</u>		<u>\$8,000</u>

Roll off Dumpster	Cost	Tax	Total
Smaller Roll Off Dumpster	\$14,845	\$1,187.60	\$16,033
Misc. Metal	\$875		\$875
Labor	\$300		\$300
			<u>\$17,208</u>

Structure Demolition	Cost	Tax	Total
Demo Equipment	\$3,600		\$3,600
Labor	\$5,400		\$5,400
Haul off Trucking	\$1,200		\$1,200
Dump Fees	\$700		\$700
			<u>\$10,900</u>

Total Credit      **\$200,112**

The potential savings associated with eliminating the 4" drain are \$30,312.

3. Removal of Valve Vault and Piping.

This modification consists of reconfiguring the backwash water pump station to include a single pump instead of two pumps. The scope of supply would still include two pumps for redundancy. The second pump will be stored on-site.

Installing only one pump allows the removal of the valve vault from the scope of work, as well as valves PV-02 and CV-02. Other associated work removed includes piping material and electrical work for the second Spent Filter Backwash Pump. The new configuration will include a check valve installed in the vertical pipe inside the backwash basin and a buried plug valve outside of the basin.

The potential savings associated with reconfiguring the backwash water pump station are \$25,987.

4. Removal of the backwash basin water spray system.

This modification consists of eliminating the water spray system from the backwash basin including all associated piping, valves, and nozzles.

The potential savings associated with eliminating the water spray system are \$5,954.

5. Remove the roof from the equalization/sedimentation tank.

This item consists of removing the roof from the equalization/sedimentation tank. The bid erroneously included a roof in that tank. Eliminating the roof from the equalization/sedimentation basin has no impact on the functionality of the backwash reclaim system.

The potential savings associated with eliminating the roof from the equalization/sedimentation basin are \$8,000.

6. Replacing the specified 30 cu. yd. sludge dewatering box with a 10 cu. yd. sludge dewatering box.

This item consists of reducing the size of the specified dewatering box from 30 CY to 10 CY. The smaller size of the dewatering box will increase the frequency of trips to the WWTP to empty the dewatered solids. However, it is estimated that with the smaller size box the number of trips to empty the box will be once a week and possibly once every two weeks.

The potential savings associated with reducing the size of the sludge dewatering box are \$17,208.

7. Eliminate the demolition of abandoned structures

This item consists of leaving in place the existing abandoned structures to the north of the proposed equalization/sedimentation tank. The structures were to be demolished originally, but keeping them intact will not significantly disrupt any other construction.

The potential savings associated with reducing the size of the sludge dewatering box are \$10,900.

The modification described above will maintain the functionality of the project. The total construction costs will be reduced by \$200,112. Enclosed to this TM is a summary table that lists the various modifications described herein.

RESOLUTION NO. 2016-13

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
AWARDING BID FOR THE WATER TREATMENT PLANT BACKWASH RECLAIM  
IMPROVEMENTS PROJECT

WHEREAS, the City of Orange Cove operates a Water Treatment Plant to supply water for municipal and industrial uses within the City; and

WHEREAS, the City of Orange Cove has received a Community Development Block Grant to make improvements to the Water Treatment Plant to reclaim water used to backwash filters at the plant; and

WHEREAS, bids for the project were solicited from qualified contractors, opened on January 19, 2016 at the Orange Cove City Hall and the results of the bids are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
C. Overaa & Company	\$1,192,000.00
Clark Brothers, Inc.	\$1,203,960.00
Steve Dovali Construction, Inc.	\$1,326,200.00
TNT Industrial contractors, Inc.	\$1,638,962.00

WHEREAS, the Engineer's Estimate was \$1,078,000.00.

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 Project Engineer, the bid for the Water Treatment Plant Backwash Reclaim Project is hereby awarded to C. Overaa & Company in the amount of One Million One Hundred Ninety-two Thousand Dollars and No Cents (\$1,192,000.00).
3. 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.
4. 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 March 9, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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June Bracamontes, City Clerk

# COUNCIL REPORT

**AGENDA ITEM:** Bid Acceptance – City of Orange Cove– Construction of Test Well  
**MEETING DATE:** March 9, 2016  
**PREPARED BY:** Alfonso Manrique, AM Consulting Engineers  
**REVIEWED BY:** Samuel A. Escobar, City Manager

## **RECOMMENDATION:**

It is recommended that the Council accept the low bid from Johnson Drilling Company for \$59,400.00 and authorize the City Manager to sign the Agreement on behalf of the City of Orange Cove.

## **BACKGROUND:**

The City of Orange Cove desires to investigate the feasibility of using groundwater to augment its current surface water supply. The City received a grant from the Community Development Block Program (CDBG) to conduct a groundwater supply feasibility study. In order to determine the yield potential and water quality of the groundwater source the City would like to construct a test well.

Kenneth Schmidt and Associates has reviewed the geological logs of multiple wells around the City and has recommended that a test well be drilled on the southwest part of the City. The test well will be drilled to an estimated depth of 500 feet.

The test well will provide detailed information on subsurface geology, water levels, potential water production potential, and vertical variations in water quality at the drill site. Water samples will be collected from an estimated eight different depth intervals. This information will then be used to determine if a new production well can be constructed at this site that will provide water of desired quantities and of acceptable water quality. If this site is determined acceptable for the production well, the information obtained from the test well will be used by the Owner and Engineer to finalize the design of a new production well.

AM Consulting Engineers and Kenneth Schmidt and Associates prepared bid documents for the construction of a test well. Bids were solicited from five different qualified drillers.

## **DISCUSSION:**

A total of 2 bids were received on February 23, 2016. The low bid was submitted by Johnson Drilling Company in the amount of \$59,400.00. The Bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Johnson Drilling Company	\$ 59,400.00
Cascade Drilling, L.P.	\$ 69,695.00

## **FISCAL IMPACT:**

The City received a \$100,000 grant from CDBG to conduct the GW Feasibility Study and a Wastewater Disposal Study. The construction of this test well will be paid from the CDBG Grant funds.

## **ATTACHMENTS:**

1. Johnson Drilling Bid Proposal
2. Cascade Drilling Bid Proposal

RESOLUTION NO. 2016-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
AWARDING BID FOR A WATER TEST WELL PROJECT

WHEREAS, the City of Orange Cove operates a Water Treatment Plant and Distribution System to supply water for municipal and industrial uses within the City; and

WHEREAS, the City of Orange Cove has received a Community Development Block Grant to construct a water test well to determine the quantity and quality of groundwater that could be used as a water supply; and

WHEREAS, bids for the project were solicited from qualified contractors, opened on February 23, 2016 at the Orange Cove City Hall and the results of the bids are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Johnson Drilling Company	\$59,400.00
Cascade Drilling, L. P.	\$69,695.00

WHEREAS, the Engineer's Estimate was \$60,000.00.

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 Project Engineer, the bid for the Water Test Well Project is hereby awarded to Johnson Drilling Company in the amount of Fifty-nine Thousand Four Hundred Dollars and No Cents (\$59,400.00).
3. 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.
4. 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 March 9, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

June Bracamontes, City Clerk

SINCE 1945

**JOHNSON DRILLING Co.**  
DIVERSIFIED DRILLING SERVICES

LICENSE  
245802

23489 E. Kings Canyon  
(559) 787-2888 / 638-5081

Reedley, CA 93654  
FAX: (559) 787-2139

1. Do not accept this bid unless you accept our insurance as enclosed for this project.
2. Builder's Risk "all risk" insurance is not necessary for this type of project.
3. Johnson Drilling Co. has prior contract agreements that must be completed before we can begin this job. Our estimated start date will be in June 2016.



# CERTIFICATE OF LIABILITY INSURANCE

JOHNS-1

OP ID: PS

DATE (MM/DD/YYYY)

02/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Valley Regional Ins. Services Fresno Office-Main Office P.O. Box 5577 Fresno, CA 93755-5577 Dan W. Book		<b>CONTACT NAME:</b> Dan W. Book <b>PHONE (A/C, No, Ext):</b> 559-446-1398 <b>E-MAIL ADDRESS:</b> dan@valleyregional.com <b>FAX (A/C, No):</b> 559-446-0911	
<b>INSURED</b> Johnson Drilling Co. 23489 E. Kings Canyon Reedley, CA 93654		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> EMC Insurance Companies	<b>NAIC #</b> 21415
		<b>INSURER B :</b> State Compensation Ins Fund	<b>36076</b>
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D33001	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5X33001	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	909434215	04/01/2015	04/01/2016	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	2016 Doosan			5E33001	10/26/2015	07/01/2016	Mobile EQ 253,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured per blanket additional insured endorsement attached to and made part of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF

City of Orange Cove  
 633 6th St.  
 Orange Cove, CA 93646

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**SECTION 004100  
BID FORM**

**ARTICLE 1 - BID RECIPIENT**

- 1.01 The Bid is Submitted to:           AM CONSULTING ENGINEERS  
  ATTN: CITY OF ORANGE COVE TEST WELL BID  
  5150 N. SIXTH STREET, SUITE 124  
  FRESNO, CA 93710
- 1.02 Bids may be submitted electronically at : alfonso.manrique@am-ce.com
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

Item No.	Qty	Unit	Description	Bid Amount
1	1	LS	Mobilization	
2	200	VF	Test Well Bore Hole In Alluvium	5,000
3	300	VF	Test Well Bore Hole in Hard Rock	9,000
4	200	VF	Test Well Casing - 6 Inch	16,500
5	8	EA	Airlifted Samples	9,600
6	3	EA	Pumped Water Samples	2,000
7	1	LS	Well Miscellaneous Items	7,500
8	500	VF	Well Destruction	4,000
				7,000

Total Bid Price Fifty nine thousand four hundred dollar(\$ 59,400)  
(use words)

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors;
- B. Equal Opportunity Certification;
- C. Public Contract Code (Statements and Questionnaire);
- D. Worker's Compensation Certification;
- E. Non Collusion Affidavit;
- F. Debarment & Suspension Certification for Federal-Aid Contracts;
- G. Disclosure of Lobbying Activities;
- H. Required Bidder Qualification Statement with supporting data;
- I. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- J. Contractor's License or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

#### ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 9 - BID SUBMITTAL

By my signature on this proposal I certify, under penalty of perjury under the laws of the state of California, that the foregoing questionnaire and statements of public contract code sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of

section 8103 of the fair employment and housing commission regulations (chapter 5, title 2 of the California administrative code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the state of California and the united states of America, that the noncollusion affidavit required by title 23 united states code, section 112 and public contract code section 7106; and the title 49 code of federal regulations, part 29 debarment and suspension certification are true and correct.

BIDDER: [Indicate correct name of bidding entity]

Johnson Drilling Co.

By:

[Signature]



[Printed name] Dennis M. Rhodes

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

23489 E. Kings Canyon  
Reedley, CA 93654

Telephone Number:

559-787-2888

Fax Number:

559-787-2139

Contact Name and e-mail address:

Dennis or Leslie leslie@johnsondrilling.com

Bidder's License No.:

C57 245802

Bidder's DIR Registration No.:

1000021630

END OF SECTION

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Fresno )

On 02/23/2016 before me, Rosa A. Valencia-Notary Public

Date

Here Insert Name and Title of the Officer

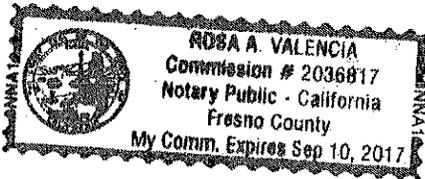
personally appeared Dennis M Rhodes

Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document State of California

Title or Type of Document: Bid contract Document Date: 02/23/2016

Number of Pages: 1 Signer(s) Other Than Named Above: Same

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Dennis M Rhodes

Corporate Officer -- Title(s): Vice Pres.

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: Johnson Drilling Co.

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**SECTION 004410  
PUBLIC CONTRACT CODE**

**Public Contract Code Section 10285.1 Statement**

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

**Public Contract Code Section 10162 Questionnaire**

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

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

Yes \_\_\_\_\_ No

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

**SECTION 004400  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

The bidder Johnson Drilling Co., proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not  participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

END OF SECTION

**SECTION 004430  
NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- II. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

END OF SECTION

SECTION 004510  
QUALIFICATION STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Johnson Drilling Co.  
Address: 23489 E. Kings Canyon  
Reedley, CA 93654

2. SUBMITTED TO:

AM Consulting Engineers

3. SUBMITTED FOR:

Owner: City of Orange Cove  
Project Name: Construction of Test Well

TYPE OF WORK:

Test Well Drilling

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Dennis M. Rhodes  
Title: Vice President/Manager  
Phone: 559-787-2888  
Email: leslie@johnsondrilling.com

**5. AFFILIATED COMPANIES:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_  
Doing Business As: \_\_\_\_\_  
Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_  
Type of Partnership: \_\_\_\_\_  
Name of General Partner(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION

State of Organization: California  
Date of Organization: 1966  
Executive Officers:  
- President: Kenneth W. Rhodes  
- Vice President(s): Dennis M. Rhodes  
\_\_\_\_\_  
- Treasurer: Leslie D. Rhodes  
- Secretary: Leslie D. Rhodes

Jurisdiction: \_\_\_\_\_  
Type of License: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Type of License: \_\_\_\_\_  
License Number: \_\_\_\_\_

**8. CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_  
Minority Business Enterprise: \_\_\_\_\_  
Woman Owned Enterprise: \_\_\_\_\_  
Small Business Enterprise: NFIB  
Other ( \_\_\_\_\_ ): \_\_\_\_\_

**9. BONDING INFORMATION**

Bonding Company: Nationwide Mutual Insurance Company  
Address: 1100 Locust St. Dept.2006  
Des Moines, IA 50391-2006  
Bonding Agent: Valley Regional Insurance  
Address: 5756 N. Marks, Ste 156  
Fresno, CA 93755-5577  
Contact Name: Pam Isonio  
Phone: 559-446-1398  
Aggregate Bonding Capacity: \$ 2,500,000  
Available Bonding Capacity as of date of this submittal: \$ 500,000

**10. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

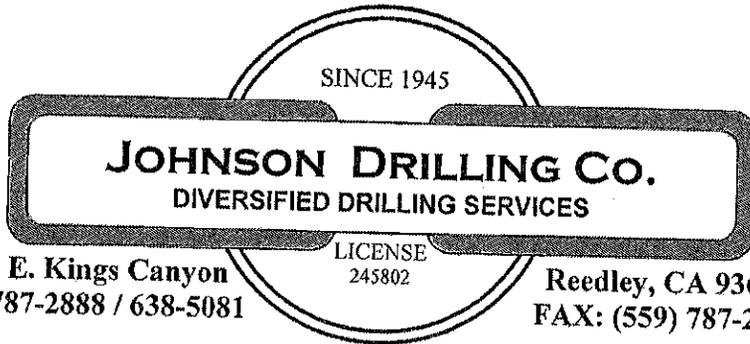
#### 11. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

#### REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).



**Schedules A & B Test Well Experience:**

Johnson Drilling Co. has been engaged in the well drilling business, under the present name, for 71 years. We have experience in work of a nature similar to this bid that extends over a period of 33 years.

**Recent Similar Projects:**

- 2015 Kings Canyon Unified School District 8-5/8" 1000ft Test Well. NV5 Reid Johnson 209-239-9080-\$88,100.00
- 2015 Long Canyon Water Co. 2-8-5/8" Test Wells 250ft/ea Dee Jaspar & Assoc. Curtis Skaggs 661-393-4796 Cost-\$106,000.00
- 2011 Chuckchansi Gold Resort 8-5/8" Well Jack Niblett 559-629-5340 Cost-\$49,881.00
- 2015 Akin Water Co. 700ft 6" Test Well NV5 Reed Johnson 209-239-9080-\$87,500.00
- 2013 Arvin Community Services District Burkett 2-900ft 8" Casing Hammer Test Well Dee Jaspar & Associates Curtis Skaggs-661-393-4796 2730 Unicorn Rd. Bakersfield, CA 93308-\$220,000.00
- 2015 Greenfield County Water District 900ft 8" Casing Hammer Test Well
- 2013 Quad Knopf Rex Mason 661-616-2600 5080 California Ave, Ste #220 Bakersfield, CA 93309-\$500,000.00
- 2012 City of Hughson 900ft 8" Casing Hammer Test Well Cort Abney-916-806-3970
- 2011 City of Kerman 870ft 8" Casing Hammer Test Well Yamabe & Horn Gary Horn 559-244-3123 2985 N. Burl Ave, Ste 101 Fresno, CA 93727

SINCE 1945

**JOHNSON DRILLING Co.**  
DIVERSIFIED DRILLING SERVICES

23489 E. Kings Canyon  
(559) 787-2888 / 638-5081

LICENSE  
245802

Reedley, CA 93654  
FAX: (559) 787-2139

### Equipment for Test Wells

1977 Gardner Denver 17W1 drill rig with 900 CFM air compressor, Wellon 1262 casing hammer, and necessary tooling to drill test well.

2015 Kenworth T880 Service Truck with welder.

This equipment is all in good working condition and registered with the California Air Resource Board.

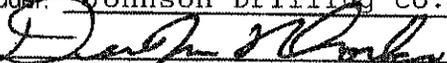
SECTION 004700  
CONTRACTORS CERTIFICATION REGARDING  
WORKERS' COMPENSATION INSURANCE

State of California

County of Fresno

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder: Johnson Drilling Co.

Signature: 

Name: Dennis M. Rhodes

Title: Vice President/Manager

Date: 2/23/16

END OF SECTION



STATE OF CALIFORNIA  
 Department of Housing and Community Development  
 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program

**BIDDER'S SECTION 3 PROPOSED NEW HIRES**

Job Category	Total Estimated Positions Needed for the Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	No. of Positions to be filled with Section 3 Residents
Officer/Supervisors	NONE			
Professionals				
Technical				
Housing Sales/ Rental Management				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

**Section 3 Resident:**

Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted for family size, for the county of residence or the non-metropolitan area of the state.

Johnson Drilling Co.  
 Company

Project Name

Project Number  
 Leslie D. Rhodes

Person Completing Form  
 Date 2/23/16





**CASCADE DRILLING, L.P.**  
LEADERS IN SAFETY

[www.cascadedrilling.com](http://www.cascadedrilling.com)

February 22, 2016

AM Consulting Engineers  
5150 N. Sixth Street, Suite 124  
Fresno, CA 93710

RE: City of Orange Cove – Construction of Test Well

To Whom It May Concern:

Cascade Drilling, L.P. (CDLP) is pleased to submit our cost proposal for the construction of the test well to be completed near Parlier Ave and Anchor Ave, in Orange Cove, CA.

CDLP has the equipment and experience to successfully complete project. In our 20 years of business, we have completed thousands of similar jobs. We understand the technical requirements this job demands and have the capacity and financial capability to handle the job. Our staff has average individual years of experience of over 15 years. Our rigs are maintained by our full-time fabrication and maintenance staff located in Sacramento, California, as well as at our Los Angeles and Seattle, Washington locations.

CDLP is a safety conscious contractor. All of our crews are 40-hour HAZWOPER trained, with annual refreshers. Our safety training also includes yearly medical monitoring, Chevron and Exxon/Mobil's Loss Prevention System training, American Petroleum Institute (API) Worksafe Training, Burlington Northern Santa Fe Rail Road and Union Pacific Railroad safety training, First Aid, CPR and Smith System Safe Driver Training. CDLP regularly produces Health and Safety Plans (HASP), Job Safety Analysis (JSA) and Safe Standard Operating Procedures (SOP).

CDLP is a drug free workplace. We participate in the Department of Transportation random drug test program for all operational personnel and have signed the Certificate of Compliance Drug Policy.

We look forward to working with you. If you have any questions, please feel free to contact us at (916) 638-1169.

Sincerely,  
Cascade Drilling, L.P.

Ralph McGahey  
General Manager

**SACRAMENTO**

3000 Duluth St | West Sacramento, CA 95691  
Office: (916) 638-1169 | Fax (916) 638-5611

Contractor No. 938110

**SECTION 004100  
BID FORM**

**ARTICLE 1 - BID RECIPIENT**

- 1.01 The Bid is Submitted to: **AM CONSULTING ENGINEERS  
ATTN: CITY OF ORANGE COVE TEST WELL BID  
5150 N. SIXTH STREET, SUITE 124  
FRESNO, CA 93710**
- 1.02 Bids may be submitted electronically at : **alfonso.manrique@am-ce.com**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
  - B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Qty	Unit	Description	Bid Amount
1	1	LS	Mobilization	\$14,395
2	200	VF	Test Well Bore Hole In Alluvium	\$55
3	300	VF	Test Well Bore Hole in Hard Rock	\$48
4	200	VF	Test Well Casing – 6 Inch	\$15
5	8	EA	Airlifted Samples	\$550
6	3	EA	Pumped Water Samples	\$3,500
7	1	LS	Well Miscellaneous Items	\$0
8	500	VF	Well Destruction	\$24

Total Bid Price Sixty-Nine Thousand, Six Hundred Ninety-Five Dollars (\$69,695 )  
(use words)

**ARTICLE 6 - TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 - ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. List of Proposed Subcontractors;
  - B. Equal Opportunity Certification;
  - C. Public Contract Code (Statements and Questionnaire);
  - D. Worker's Compensation Certification;
  - E. Non Collusion Affidavit;
  - F. Debarment & Suspension Certification for Federal-Aid Contracts;
  - G. Disclosure of Lobbying Activities;
  - H. Required Bidder Qualification Statement with supporting data;
  - I. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - J. Contractor's License or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

**ARTICLE 8 - DEFINED TERMS**

- 8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

By my signature on this proposal I certify, under penalty of perjury under the laws of the state of California, that the foregoing questionnaire and statements of public contract code sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of

section 8103 of the fair employment and housing commission regulations (chapter 5, title 2 of the California administrative code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the state of California and the united states of America, that the noncollusion affidavit required by title 23 united states code, section 112 and public contract code section 7106; and the title 49 code of federal regulations, part 29 debarment and suspension certification are true and correct.

BIDDER: [Indicate correct name of bidding entity]

Cascade Drilling, L.P.

By:

[Signature]



[Printed name] Ralph McGahey

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Christina Kell

Title:

Administrative Assistant

Submittal Date:

February 22, 2016

Address for giving notices:

3000 Duluth Street

West Sacramento, CA 95691

Telephone Number:

(916) 638-1169

Fax Number:

(916) 638-5611

Contact Name and e-mail address:

Ralph McGahey - rmgahey@cascade-env.com

Bidder's License No.:

C57-938110

Bidder's DIR Registration No.:

1000011273

END OF SECTION

**SECTION 004200  
NONCOLLUSION AFFIDAVIT**

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

To the City of Orange Cove

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

END OF SECTION

**SECTION 004400**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

The bidder Cascade Drilling, L.P., proposed subcontractor \_\_\_\_\_, hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

END OF SECTION

**SECTION 004410  
PUBLIC CONTRACT CODE**

**Public Contract Code Section 10285.1 Statement**

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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**Public Contract Code Section 10162 Questionnaire**

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

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

Yes     No X

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

**Public Contract Code 10232 Statement**

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

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

END OF SECTION

**SECTION 004420**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- ❖ is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- ❖ has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- ❖ does not have a proposed debarment pending; and
- ❖ 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

END OF SECTION

**SECTION 004430**  
**NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- II. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

END OF SECTION

**SECTION 004510  
QUALIFICATION STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

**1. SUBMITTED BY:**

Official Name of Firm: Cascade Drilling, L.P.

Address: 3000 Duluth Street

West Sacramento, CA 95691

**2. SUBMITTED TO:** Consulting Engineers

**3. SUBMITTED FOR:** Alfonso Manrique

Owner: City of Orange Cove

Project Name: Construction of Test Well

**TYPE OF WORK:** Air Rotary Drilling

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Ralph McGahey

Title: General Manager

Phone: (916) 638-1169

Email: rmcgahey@cascade-env.com

**5. AFFILIATED COMPANIES:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: 10/2009

Type of Partnership: Limited Partnership

Name of General Partner(s): Cascade GP Holdings, LLC

Cascade LP Holdings, LLC  
\_\_\_\_\_

CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization:

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Date of Organization:

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Members:

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JOINT VENTURE

State of Organization:

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Date of Organization:

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Form of Organization:

---

Joint Venture Managing Partner

- Name:

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- Address:

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Joint Venture Managing Partner

- Name:

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- Address:

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Joint Venture Managing Partner

- Name:

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- Address:

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**7. LICENSING**

Jurisdiction: California  
Type of License: Class A / C57  
License Number: 938110  
Jurisdiction: \_\_\_\_\_  
Type of License: \_\_\_\_\_  
License Number: \_\_\_\_\_

**8. CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_  
Minority Business Enterprise: \_\_\_\_\_  
Woman Owned Enterprise: \_\_\_\_\_  
Small Business Enterprise: \_\_\_\_\_  
Other ( \_\_\_\_\_ ): \_\_\_\_\_

**9. BONDING INFORMATION**

Bonding Company: Westchester Fire  
Address: 2233 112th Avenue NE  
Bellevue, WA 98004  
Bonding Agent: Parker, Smith & Feek  
Address: 2233 112th Avenue NE  
Bellevue, WA 98004  
Contact Name: Liz Hahn  
Phone: (425) 709-3600  
Aggregate Bonding Capacity: \$25 Million  
Available Bonding Capacity as of date of this submittal: \$17 Million

**10. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

## 11. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

### REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).

SCHEDULE A CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Maple Yards	Name: Vincent Chee Address: 345 Foothill Road Beverly Hills, CA 90210 Telephone: (310) 285-2521	Name: Vincent Chee Company: City of Beverly Hills Telephone: (310) 285-2521	01/04/2016	Air Rotary	Current	\$92,000
Supply Water Well ODA-2	Name: Derek Knobel Address: P.O. Box 9 San Juan Capistrano, CA 92693 Telephone: (949) 240-3363	Name: Derek Knobel Company: Rancho Mission Viejo Telephone: (949) 240-3363	02/22/2016	Air/Mud Rotary	Current	\$176,890
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Morro Bay Site	Name: Brendan Clark Address: 1050 Southwood Dr. San Luis Obispo, CA 93401 Telephone: (805) 503-4570	Name: Brendan Clark Company: Cannon Corporation Telephone: (805) 503-4570	09/17/2015	Air Rotary	Completed	\$71,150
Clearlake Site	Name: Nick Patti Address: 13888 Pt. Lakeview Rd Lower Lake, CA 95457 Telephone: (707) 994-9656	Name: Nick Patti Company: Shannon Ranches Telephone: (707) 994-9656	05/16/2015	Air Rotary	Completed	\$188,480
Bunker Replacement Site	Name: John Leroy Address: P.O. Box 5249 Tahoe City, CA 96145 Telephone: (530) 583-3796	Name: John Leroy Company: Tahoe City PUD Telephone: (530) 583-3796	06/01/2015	Air Rotary	Completed	\$220,837
28th Street Sacramento Landfill	Name: Art Jones Address: 4730 Enterprise Way Modesto, CA 95356 Telephone: (209) 545-8490	Name: Art Jones Company: SCS Field Services Telephone: (209) 545-8490	10/27/2015	Air Rotary	Completed	\$17,500
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				



**SECTION 004700  
CONTRACTORS CERTIFICATION REGARDING  
WORKERS' COMPENSATION INSURANCE**

State of California

County of Sacramento

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder: Cascade Drilling, L.P.

Signature: 

Name: Ralph McGahey

Title: General Manager

Date: 02/22/2016

END OF SECTION





www.cascadedrilling.com

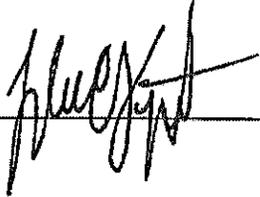
February 19, 2016

Power of Attorney – Ralph McGahey

To Whom It May Concern:

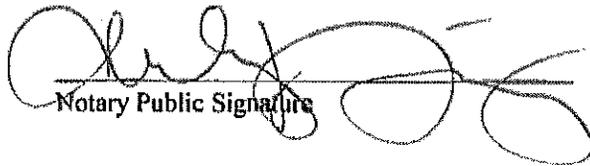
Ralph McGahey is authorized, empowered and directed to act as agent and attorney-in-fact for and on behalf of Cascade Drilling, LP in all matters pertaining to the execution of all agreements, instruments, certificates, licenses, and other documents.

CASCADE DRILLING, LP:

Authorized By:  Tyler Kopet, CFO

Sworn to and subscribed before me this 19<sup>th</sup> day of February, 2016. My commission expires: 9/26/17.

King County                      Washington State

  
Notary Public Signature



Cascade Drilling, L.P.  
PO Box 1184 | Woodinville, WA 98072  
Office: (425) 485-8908 | Fax (425) 485-4368



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **938110**

Entry **PART**

Business Name **CASCADE DRILLING L P**

Classification **C57 HAZ A**

Expiration Date **09/30/2017**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



Any change of business address/name must be reported to the Registrar within 90 days

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

This pocket card is valid through the expiration date only.

If found, drop in any mailbox.  
Postage guaranteed by.  
Contractors State License Board  
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

## Business Entity Detail

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Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, February 19, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CASCADE DRILLING, L.P.
Entity Number:	200923900003
Date Filed:	08/26/2009
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	PO BOX 1184
Entity City, State, Zip:	WOODINVILLE WA 98072
Agent for Service of Process:	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA
Agent Address:	AS CSC - LAWYERS INCORPORATING SERVICE, (C1592199)
Agent City, State, Zip:	*

\* Indicates the information is not contained in the California Secretary of State's database.

\* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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# Statement of Qualifications

*Cascade Drilling, L.P.  
One Company. One Commitment.*

**Drilling  
Investigation  
Advanced Site Characterization  
Remediation Solutions**

# Statement of Qualifications



<b>Company Overview</b>	<b>1</b>
Organizational Information	1
Financial Information	2
Map of Locations	4
History	5
Clients	5
Core Values	6
<b>Service Portfolio</b>	<b>7</b>
Services	7
Equipment	8
Specialty Projects	9
<b>Health and Safety</b>	<b>10</b>
Statistical Dashboard	11
Health & Safety Program	12
Employee Training	13
<b>Sustainability</b>	<b>14</b>
<b>Contact Us</b>	<b>15</b>

# Company Overview

## Organizational Information

**Holding Company:** Cascade Environmental, LLC  
**Operating Companies:** Cascade Technical Services, LLC  
Cascade Drilling, L.P.  
TerraTherm, Inc.  
Aquifer Drilling & Testing, Inc.

**Corporate Contact:** PO Box 1184  
Woodinville, WA 98072  
Phone: 425-485-8908  
Fax: 425-485-4368  
Website: www.CascadeDrilling.com

**In business under current name since:** Cascade Drilling, LP was formed in Delaware on August 18, 2009 (Cascade Drilling, Inc. originally formed in 1991)

**Form of Business:** Partnership  
**Limited Partner:** Cascade LP Holdings, LLC  
**General Partner:** Cascade GP Holdings, LLC

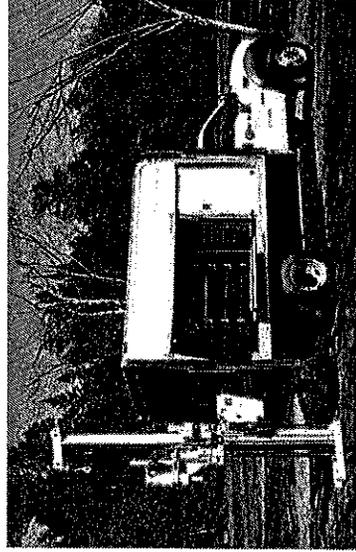
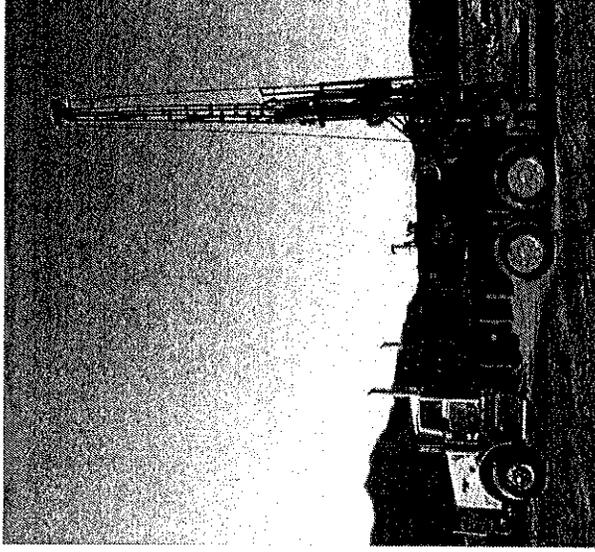
**Federal Employer Taxpayer ID (FEIN#):** 27-0642404

**D&B (DUNS) Number:** 83-252-5740

**Number of Employees:** 850

**Number of Locations:** 45

**EEO Category:** MBE  WBE  CBE   
HUB  Large  Small



### ***Why Partner with Cascade?***

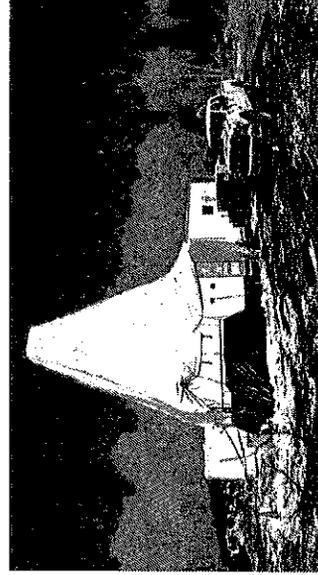
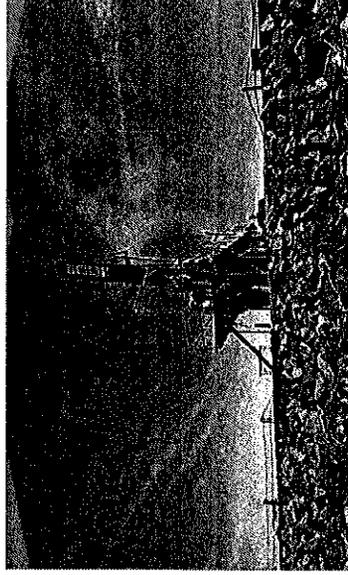
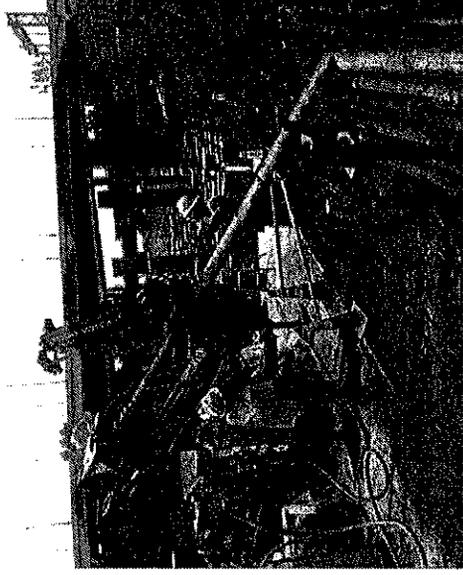
Ranked a Top 200 ENR Environmental Services firm, Cascade Drilling, LP (Cascade) offers the benefits of a national partner with the personal attention of a local contractor.

**Solutions Driven:** Our national platform provides a consistent operational approach and application of Best Management Practices (BMPs), turnkey services and streamlined access to important procurement data and other key performance indicators. Cascade's continuous improvement program is focused on developing and implementing new technologies to support remediation results.

**Collaborative Approach:** Our tenured professionals offer an unparalleled technical expertise. Working directly with your project teams, we take a whole-project approach considering the best available technologies and innovation solutions to achieve remediation goals.

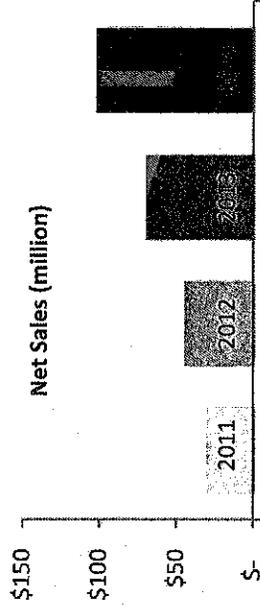
**Economies of Scale:** Put your buying power to work with a national service agreement. Cascade offers a preferred pricing structure, scheduling efficiencies, highest levels of insurance and liability protection, and the benefits of our national supply chain based on a portfolio commitment.

**Program Alignment:** Cascade understands that quality service extends beyond the project site. Our corporate programs in safety, sustainability, compliance, diversity spend support your goals and ensure we consistently deliver best-in-class service. That's our commitment.



### Financial Information

Cascade Drilling, L.P. is a privately held company; therefore, not all of the company's financial data is available for public disclosure. Limited financial data is available upon request.



### Insurance

CASCADE maintains a comprehensive insurance program with coverage limits that meet or, in many cases exceed, the limits carried by other companies in our industry. The coverage terms and limits in our policies routinely exceed the coverage requirements in our customer contracts. All policies are issued by insurance companies that have an A.M. Best rating of at least A XV. Further, the program is constantly evaluated to ensure that it keeps pace with our operating exposures, and contractual requirements.

A Certificate of Insurance will be provided upon request. Basic coverages are as follows:

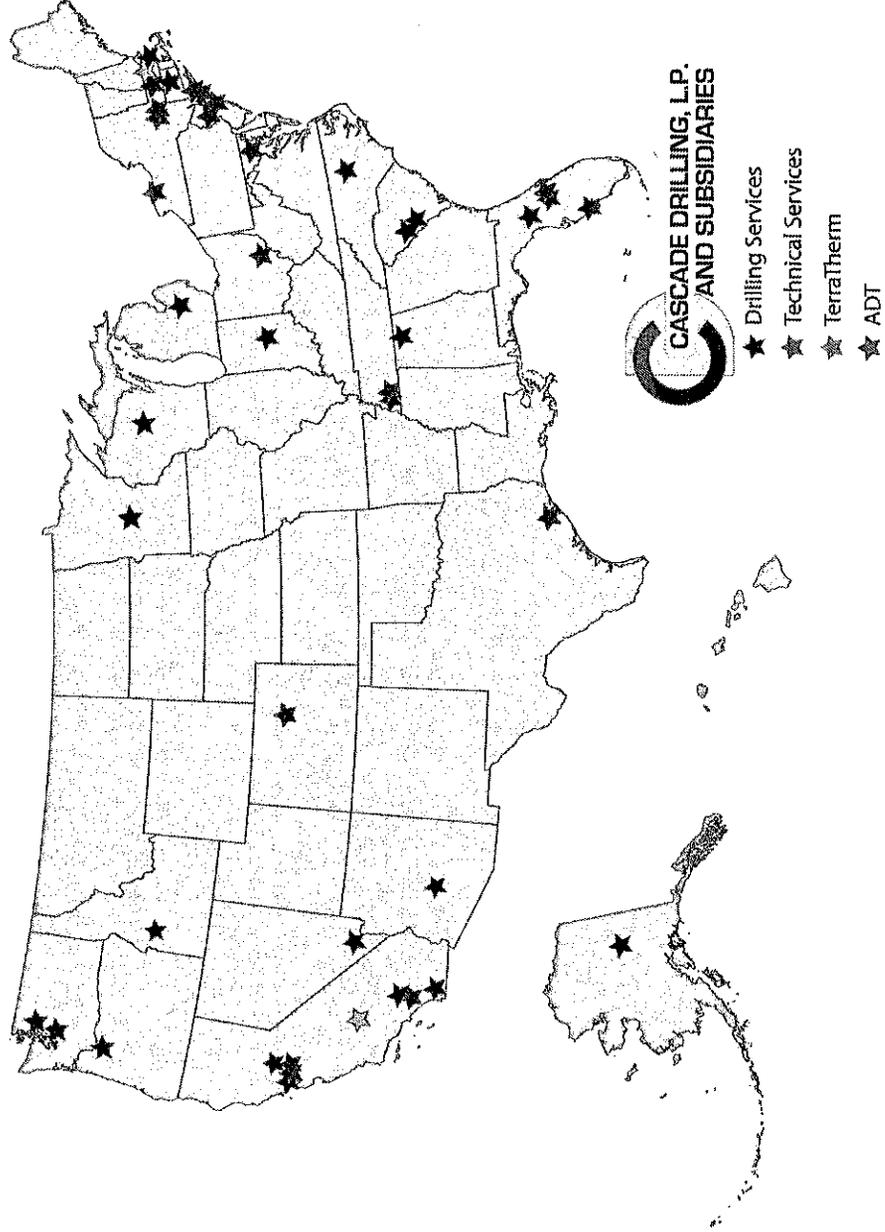
Type of Insurance	Limits	Limits
Commercial General Liability	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
Automobile Liability	\$1,000,000	Combined Single Limit
Workers Compensation and Employers' Liability	\$1,000,000	Each Accident
	\$1,000,000	Each Employee
	\$1,000,000	Policy Limit
Umbrella	\$10,000,000	Each Occurrence
	\$10,000,000	Aggregate
Employer, Professional & Pollution Liability	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Map of Locations

# Environmental Drilling & Remediation Solutions

## National Presence - Local Service

*Cascade is licensed to provide drilling services in all 50 states.*



## History

Founded in 1991, Cascade Drilling, L.P. (Cascade) is a privately held corporation headquartered in Woodinville, WA. We have grown from a specialized regional drilling provider to a national, full service company offering innovation solutions for every step of your project from advanced site characterization to drilling to collaborative remedial design and implementation.

Today, Cascade is the leading provider of environmental drilling, in-situ remediation applications, and high resolution site characterization technologies in the United States with a strong focus on the high-end, differentiated sonic drilling technology. Our diverse portfolio of environmental, investigation and remediation services are evidence of our ability to complete even the most challenging projects on time and on budget. Our high quality service, reliable crews, and leading safety program make Cascade the first choice in drilling services.

## Clients

Cascade has serviced the environmental, water supply, geotechnical, mining and construction markets for decades. Our clients include leading national environmental consulting firms, blue chip industrial companies, contractors, energy and utility providers and government agencies. We service all branches of the US Military, major defense contractors, port facilities and airports. Our personal service, attention to detail, exemplary safety record, and operational excellence result in long-term collaborative relationships with our clients.

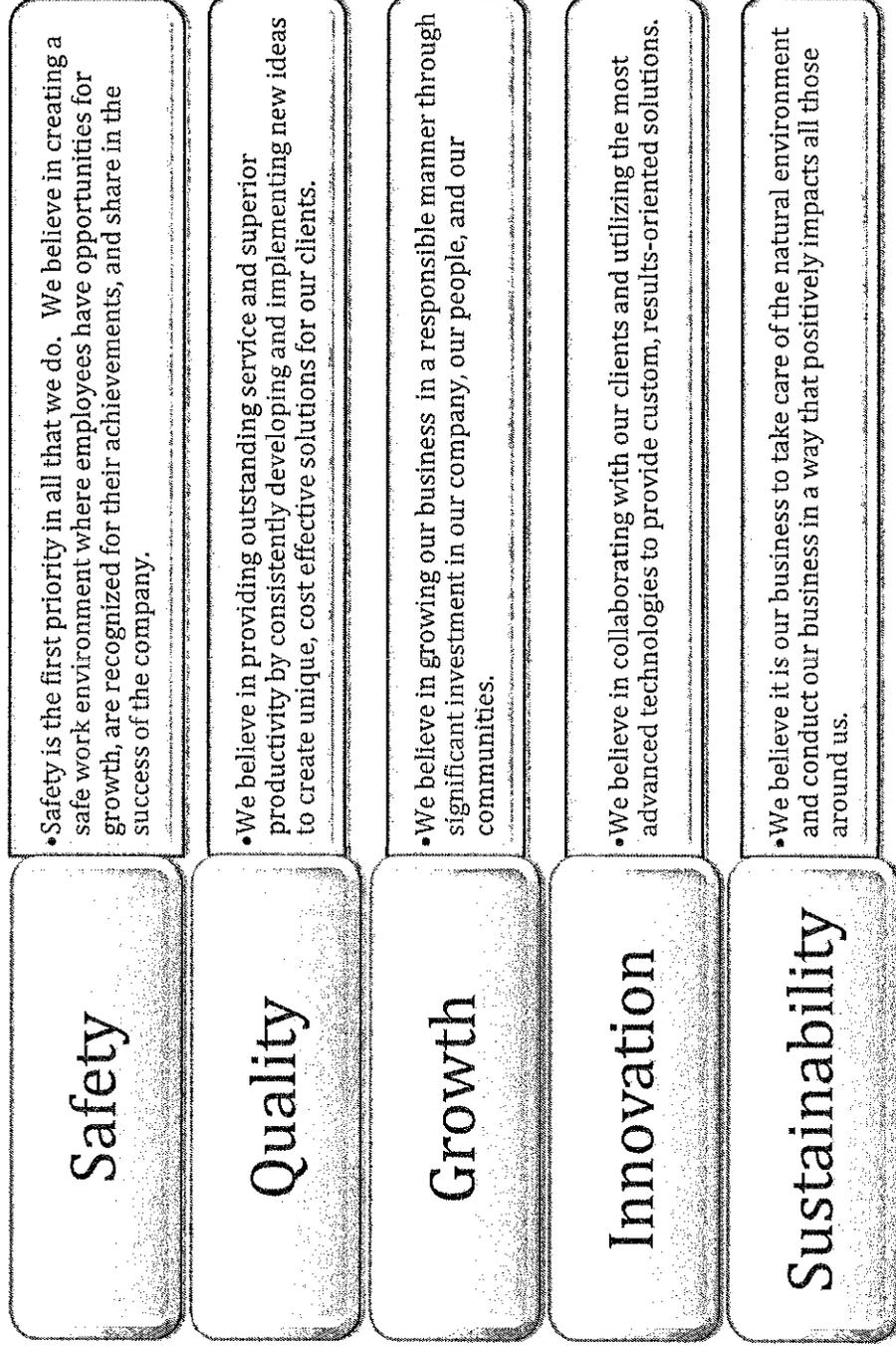
Company History	
1991	Cascade Drilling, Inc. Founded
2009	Joint venture with Emigrant Capital Corp
2010	Acquired RSI
2013	Acquired Boart Longyear's Environmental & Infrastructure Business
2014	Acquired ZEBRA Environmental Services
2015	Purchased by private equity Snow Phipps Group
	Acquired Vironex, TerraTherm, ARS, Aquifer Drilling Technologies, Sonic Drilling Services, Diversified Geophysics, Terra Sonic International

Company Growth		
	2010	2015
Number of Locations	4	45
Jobs Executed	1,700	6,000
Net Sales	\$26.2 M	\$200* M
	*estimated, pro forma	

Client Base	
90%	Company revenue comes from recurring customers
10+ years	Average relationship tenure with top clients
18,000	Client relationships
125+	Letters of recognition each year

## Core Principles

At Cascade, our core values are the principles on which we run our business. We are committed to these priorities on every job, every day.

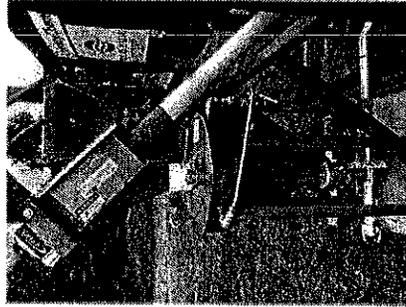
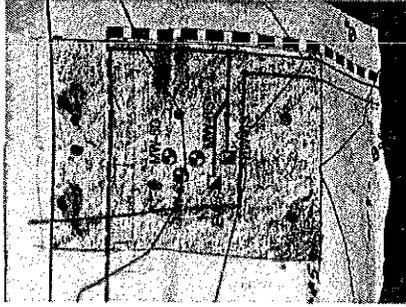


## Service Portfolio

Cascade is the only national company to offer combined remedy solutions from investigation to remediation and closure.

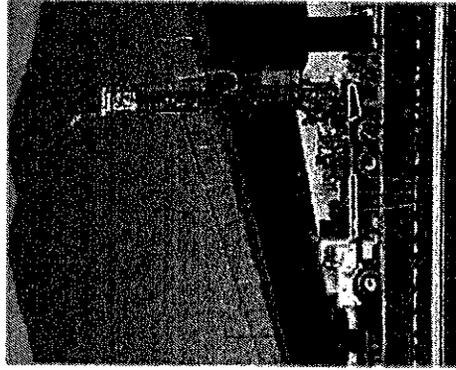
### TECHNICAL SERVICES

- Remediation Design
- Design Optimization Testing
- In Situ Bioremediation
- In Situ Chemical Oxidation
- In Situ Chemical Reduction
- In Situ Combined Remedies
- Pneumatic Fracturing
- Hydraulic Fracturing
- In Situ Thermal Desorption Steam Remediation
- Subsurface Investigation
- Vertical Aquifer Profiling
- High Resolution Site Characterization



### DRILLING SERVICES

- Packer Testing
- Angle Drilling
- Bedrock Coring
- Permeability Testing
- Pump Testing
- Packer Testing
- Well Installation
- Well Development
- Well Rehabilitation
- Well IDW Management
- Air Knifing



## Equipment

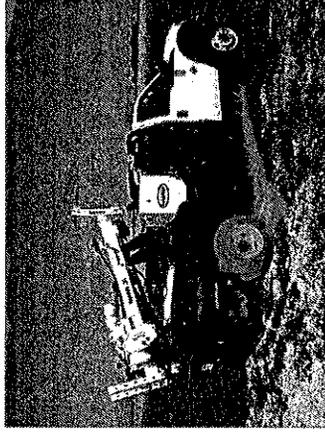
Cascade owns and operates one of the largest fleets of environmental drilling, investigation, and advanced site characterization equipment in the United States. Our clients have access to the most advanced technology available on the market today, operated and maintained by experienced professionals.

Providing well-maintained equipment not only contributes to a safer working environment but also enables us to deliver reliable service and limit our carbon footprint. To maintain the equipment and maximize the useful life, Cascade manages a network of 15 maintenance and repair (M&R) shops and three refurbishment centers. The M&R shops are designed to perform preventative maintenance and small to medium class repairs. The three rebuild centers direct all large scale restoration and refurbishment of rigs and support equipment.

Our proprietary and highly proactive industry leading Maintenance Advantage Program™ (MAP) integrates preventative maintenance with corporate health & safety and transportation compliance programs. This comprehensive fleet management program results in total fleet and equipment support with an emphasis on prevention.

### *Off-Road, Track and Truck Mounted, Full and Mini Sized:*

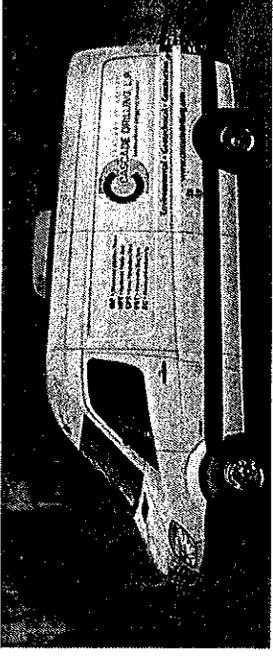
Air Rotary Casing Hammer	Injection and Direct Sensing
Cone Penetrometer Testing	Low Level Membrane Interface Probe
Conventional Rock Coring	Membrane Interface Hydraulic Profiling Tool
Direct Push Technology	Membrane Interface Probe
Electrical Conductivity Tool	Mud Rotary ODEX
High Resolution Injection Tool	Reverse Circulation
Hollow Stem Auger Drilling	Rotary Wash
HPT- Groundwater Sampler	Sonic Drilling Technology
Hydraulic Profiling Tool	Ultra-Violet Optical Screening Tool



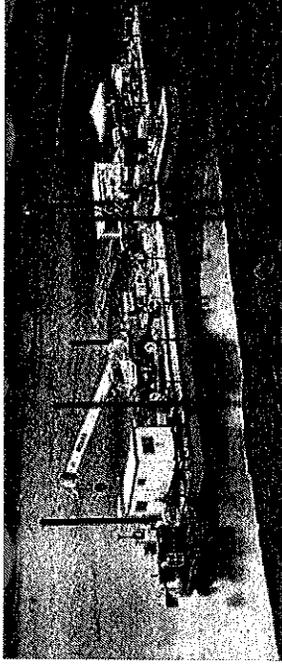
Cascade Fleet Assets	
Drill Rigs	300
Injection Truck	11
Injection Trailer	9
High Resolution Site Characterization System	7

## Specialty Projects & Services

**Advanced Site Characterization-** Our Technical Services team offers technologies to support the refinement of conceptual site models and remedial designs. High resolution site characterization tools are advanced utilizing direct push drilling technology to produce real-time characterization data that can be imaged in 3-dimensions (3D) using an environmental visualization software package.



**Coal Combustion Residual- Federal CCR Rule EPA-HQ-RCRA-2009-0640** affects most coal burning electrical generating plants requiring them to investigate potential contamination from CCR landfills and surface impoundments. We understand the complexity of CCR management and maintaining compliance in a changing regulatory landscape. Through our experience with utilities and their consultants, Cascade developed customized tooling and techniques to achieve the best results in the most challenging conditions.



**Water Conveyance-** Aging infrastructure, drought, water quality and ever-increasing demand for water resources have created a state of emergency in many areas of the United States. The challenges for water infrastructure owners and designers are only going to increase over time. Cascade has a proven track record of developing a customized approach to each project to obtain the high quality subsurface data necessary for design and construction. Our resources allow our clients to design essential structures and characterize geology, hydrogeology, and water quality with a degree of confidence that was not possible 20 years ago.



## **Health and Safety**

Our business often requires our staff to work in dynamic and varied environments with conditions that can change rapidly. As such, Cascade's full time Environmental, Health, & Safety (EHS) department along with every staff member implement a comprehensive safety program that benefits our employees, clients, and the public.

Our safety program is directed by our Vice President of Safety and Administration, Gary Crueger and his staff. They are supported by regional safety directors who oversee and continually improve our safety programs in the field.

All Cascade field and management employees are current with the requirements of OSHA 1910.120 Hazardous Waste Operation and Emergency Response training and participate in a third party medical surveillance program. Our specially-designed Job Safety Analysis (JSA) programs are frequently used by others in the industry to develop their own programs. Training certifications and medical surveillance records are available by request.



### Statistical Dashboard

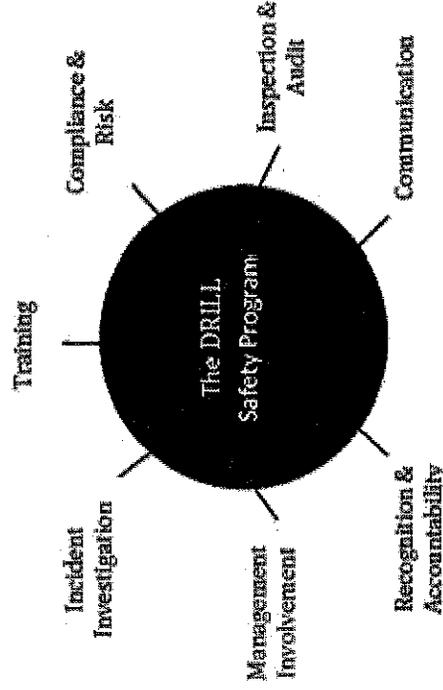
Most customers from both large and small firms state that a contractor's safety record and program is a critical criterion in selecting a service provider. Cascade is extremely proud of our exemplary health and safety record. Many of Cascade's safety statistics are better than the national average for our industry.

Year	Employee Hours Worked	Fatalities	Total Recordable Injury Rate TRIR	Lost Time Case Rate LTC	Days Away, Restricted, and Transfer Case Rate DART	Experience Modification Rating EMR
2014	1,209,193	0	1.82	0.50	0.83	0.75
2013	828,788	0	1.69	0.24	0.72	0.73
2012	564,212	0	1.77	0.71	0.71	0.82
2011	396,476	0	1.01	0.50	1.01	0.79
2010	343,242	0	2.91	0.58	2.33	0.79

## Health & Safety Program

Cascade's **Don't Risk Injury Learn & Lead (DRILL™)** program brings together the elements that we believe are necessary to run an industry-leading environmental business safely. Our employees and managers are empowered to identify and manage risk in the various environments we work in to provide safe, sustainable, and high quality services.

Our DRILL™ Safety Program is a customized, comprehensive program designed to provide clear expectations for safety and performance and to ensure compliance with regulations. DRILL empowers each and every Cascade employee with their personal safety and the safety of everyone in the organization. The DRILL Safety Program creates a behavior based, self-sustaining safety culture in which participation and success can be measured at every level.



### DRILL is designed to:

1. Focus on the prevention of work related incidents through enhanced training;
2. Create a measurable behavior-based, self-sustaining safety culture that is easily articulated and comprehended; and
3. Assign specific responsibilities at all levels throughout the Company and provide proven tools to eliminate incidents.

#### Cascade's comprehensive D.R.I.L.L. safety program addresses specific job-related risk factors:

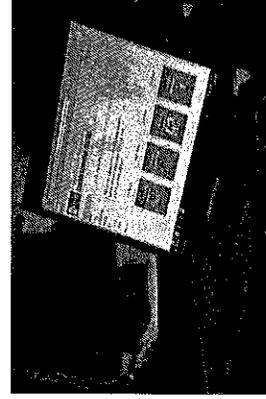
Air monitoring	Energy isolation	Hearing conservation	Severe weather
Barricades and signs	Ergonomics	Illumination	Spill prevention
Biological hazards	Excavations	Incident reporting	Substance abuse
Use of explosives	Fall protection	Material handling	Tool selection
Cold/heat stress	Fire prevention	Medical surveillance	Transportation compliance
Confined space	First aid	Protective equipment	Ventilation
Cranes and rigging	Hazard communication	Proximity to utilities	Welding & hot work
Daily safety meeting	Hazard recognition	Record keeping	Working near water
Emergency response	Hazardous substances	Respiratory protection	Record keeping

## Employee Training

Cascade has attracted and trained some of the best technical and drilling crews in the industry. Our personnel are continuously trained on the job and in the classroom. Our crews are OSHA safety trained and are always prepared for environmental work. We have a certified safety professional (CSP) on staff and conduct regular field safety audits, as well as daily, weekly, monthly and quarterly safety meetings.

### Cascade's Health and Safety Training programs include:

Airport AOA and SIDA	Commercial Driver's License	Lock out / Tag out
First Aid and CPR	Confined Space Entry	Loss Prevention System-
API Safety Training	Drill Rig Operations	Exxon/Mobil, Chevron
Back and Hand Safety	Drill Tooling Usage and Handling	OSHA HAZWOPER 40hr
Basic Field Skills	Ergonomics	Radiation Worker II
BNSF and UP Railroad Safety	Forklift Certification	Smith System Defensive Driving
BROWZ Certification	Heat and Cold Stress Conditions	TWIC Security Clearance
Cable/Wire Rope Inspection	Load Securement	



## Sustainability

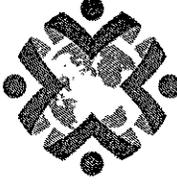
At Cascade, we believe it is our business to take care of the natural environment, invest in our communities, and grow our business in a way that positively impacts all those around us. We call it Sustainability.

Launched in 2014, Cascade's Corporate Sustainability Program, Compass™, supports the company's core values: safety, growth, and quality. The program aligns our sustainability goals with the values and expectations of our stakeholders. Our Sustainability Leadership Team meets routinely to ensure accountability, transparency, and continuous improvement in understanding the company's financial, environmental, and social performance.

Sustainable practices are at the core of our operations. We are dedicated to working closely with our stakeholders to ensure we have a positive impact at every worksite. As a proud member of the Sustainable Remediation Forum (SURF), Cascade embraces Green Sustainable Remediation (GSR) practices. We offer innovative technologies such as high resolution site characterization and in-situ remedies to reduce disruption at project sites and limit both investigation derived waste and site mobilizations.

While our Corporate Sustainability Program is new, our commitment to our employees, our clients, the environment, and the sustainable growth of our business has been strong for over twenty years. We are proud to be the first in our industry to fully embrace sustainability as a way to run our business.

To learn more about our efforts in employee engagement, diversified sourcing, environmentally preferred purchasing, corporate giving, stakeholder engagement, and many more sustainability efforts including our Annual Sustainability Report, please visit our website at [www.cascadedrilling.com/sustainability](http://www.cascadedrilling.com/sustainability).



**compass**

Corporate Sustainability Program

### **Corporate Sustainability Policy**

*Cascade Drilling supports the advancement of sustainability by integrating the principles of environmental stewardship, social responsibility and economic prosperity into the decisions and actions that drive our business.*

## Contact Us



[www.CascadeDrilling.com](http://www.CascadeDrilling.com)

### CORPORATE

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### ALABAMA

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### ARIZONA

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(714) 647-6290

Cascade Technical Services  
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(619) 596-0644

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**FLORIDA**

Terra Sonic

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(407) 730-9853

Cascade Drilling  
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Cascade Drilling

5785 Southwest 6th Pl, Suite 101  
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(352) 237-1995

Cascade Technical Services  
1020 South 82nd Street  
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Cascade Drilling

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(732) 275-8333

**NEW YORK**

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(732) 296-6620

Cascade Technical Services  
2846B Curry Road  
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(518) 355-2201

Cascade Technical Services  
30 N. Prospect Avenue  
**Lynbrook, NY 11563**  
(516) 596-6300

Aquifer Drilling & Testing  
430 Hudson River Rd  
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(518) 326-1441

Aquifer Drilling & Testing  
75 E 2<sup>nd</sup> St  
**Mineola, NY 11501**  
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13600 SE Ambler Road  
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1585 Columbia Hwy. N.  
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(803) 652-1790

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Cascade Drilling  
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**Memphis, TN 38118**  
(731) 445-8206

Terra Sonic  
6860 Captains Rite Cove  
**Memphis, TN 38133**  
(901) 384-0899

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Cascade Drilling  
35100 Pacific Highway South  
**Federal Way, WA 98003**  
(253) 883-5200

Cascade Drilling  
19404 Woodinville-Snohomish Rd  
NE  
**Woodinville, WA 98072**  
(425) 485-8908

**WISCONSIN**

Cascade Drilling  
301 Alderson St  
**Schofield, WI 54476**  
(715) 355-8516

**June Bracamontes**

---

**From:** Lovan, Adam@HCD <Adam.Lovan@hcd.ca.gov>  
**Sent:** Tuesday, February 23, 2016 2:39 PM  
**To:** June Bracamontes  
**Cc:** SAMUEL ESCOBAR; Haynes, Janet@HCD  
**Subject:** City of Orange Cove Sole Source Request 14-HOME-10039

Dear June,

Upon completion of my review, I'd like to congratulate you on a clean RFP, and tell you that the City of Orange Cove's HOME Admin Sub sole-source request to hire Self-Help Enterprises (SHE), as the sole respondent, is approved. This approval allows Self Help Enterprises to provide Home Rehab and Implementation Services for the First Time Home Buyer program per your Request for Proposal (RFP).

Please note, this approval is solely on behalf of HOME and is not tied to any other HCD program/contract. If you need Sole Source approval for another HCD program, please contact your HCD Program Representative to discuss the necessary requirements for approval.

All parties involved have been included in this email. If you feel any entity has been left out, please forward this approval to them and include me in the email. Please let me know if you have any questions or concerns.

Thank you

**Adam Lován**

Housing and Development Representative II  
Contracts and DRI  
California Department of Housing and Community Development  
2020 W El Camino Ave, Ste 650  
Sacramento, CA 95833  
PH: (916)263-2716  
[adam.lovan@hcd.ca.gov](mailto:adam.lovan@hcd.ca.gov)

\*\*\*\*\*  
\*\*\*\*\*

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City of Orange Cove  
2014 HOME Program Administration and Implementation  
AGREEMENT FOR SERVICES  
with Self-Help Enterprises

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Orange Cove, a political subdivision of the State of California, hereinafter referred to as "CITY," and Self-Help Enterprises, a California nonprofit corporation, hereinafter referred to as "SHE," as follows:

WHEREAS, CITY has received a 2014 Home Investment Partnerships Program (HOME) Grant, which is administered by the State of California Department of Housing and Community Development, hereinafter called "HCD". Said grant includes funding for implementation of a First-Time Homebuyer Program and an Owner-Occupied Housing Rehabilitation Program, hereinafter referred to as "PROGRAMS"; and

WHEREAS, SHE was incorporated for the purpose of promoting better living conditions for low-income persons through the development and purchase of new housing, community facilities, and repair and rehabilitation of existing housing; and

WHEREAS, SHE has the expertise and staff to administer and implement HCD programs; and

WHEREAS, SHE met the requirements as outlined by HCD and CITY procurement requirements, and was selected to be the contractor by CITY for its housing PROGRAMS.

THEREFORE, it is hereby agreed as follows:

2. SHE RESPONSIBILITY – HOUSING ACTIVITY IMPLEMENTATION: SHE shall assist households/housing units in PROJECT area in accordance with PROGRAMS guidelines and goals, as adopted by CITY, through the following activities:

a. Applicant Selection:

- (1) Promote services to ensure community awareness and encourage participation of eligible applicants;
- (2) Determine eligibility of applicants; and
- (3) Provide home buyer education for qualified applicants in accordance with PROGRAMS guidelines.

b. Loan/Grant Packaging:

- (1) Review loan and/or grant applications as submitted;

- (2) Submit property to Certified Housing Inspector or Rehabilitation Specialist for inspection, as needed. Inspect the prospective units and determine eligibility and acceptability of properties selected by applicants;
- (3) Prepare loan and/or grant documents on qualified applicants;
- (4) Submit completed loan and/or grant document package to CITY for approval in conformance with PROGRAMS guidelines;
- (5) Prepare all loan closing documents and ensure proper closing; and
- (6) Transfer original participant files to CITY, or contracted loan portfolio manager, upon completion and closeout of each loan and/or grant package.

c. Construction Monitoring:

- (1) Inspect applicants' homes, recommend type of work to be performed, and prepare work write-ups and necessary plans to accomplish that work;
- (2) Assist owners to obtain bids from, and select, qualified contractors to perform CITY-authorized rehabilitation work;
- (3) Monitor the work of authorized contractors and subcontractors and verify completion of work prior to payment; and
- (4) Assist owners to secure labor and material repairs from contractor responsible for construction defects for one year from date of final approval by the City Building Department, or recorded Notice of Completion, whichever is later.

3. SHE RESPONSIBILITY – ADMINISTRATION:

- a. Prepare and submit the general grant set-up package to the appropriate agency (guideline preparation, environmental review, and submittal of other required documents as required by the funding source);
- b. Provide CITY with necessary technical assistance to implement and administer all Grant Agreements;
- c. Provide reports to CITY on progress and performance of grant budgets included in State Grant Agreements and/or HCD approved amendments, upon request;
- d. Prepare and submit to CITY all required reports and funds requests as outlined in State Grant Agreements;
- e. Prepare and submit amendments to the Grant Agreements as needed;
- f. Prepare and maintain public information binders, as required; and
- g. Prepare and retain all pertinent records and documents sufficient to reflect all charges submitted by SHE under the terms of this Agreement. Retain such records and documents for a period of five (5) years from the date of final payment.

4. CITY RESPONSIBILITY: CITY shall be responsible to:

- a. Review and approve loan and/or grant document packages for applicants who are determined by SHE to be qualified for assistance in accordance with PROGRAMS guidelines in effect at the time of document approval;

- b. Service loans upon completion of PROGRAMS; and
  - c. Verify all records and documents, and monitor and evaluate the activities of SHE to ensure compliance with the terms of this Agreement.
5. COMPENSATION 2014 HOME Grant (14-HOME-10039): CITY shall pay SHE for services provided, as follows:
- a. CITY shall pay SHE a sum not to exceed \$12,500 for General Administration services provided under this Agreement.
  - b. Loans and Grants: The total amount of loans and grants, including Activity Delivery fee, is estimated not to exceed \$487,500 for First-Time Homebuyer and Owner-Occupied Housing Rehabilitation Assistance. Loan and grant funds shall be disbursed by SHE on behalf of the CITY and are not considered compensation to SHE.
  - c. Additional Services and Compensation: At the direction of CITY, SHE may expend non-grant funds (Program Income, Miscellaneous Revenue) for eligible housing activities as directed by CITY, subject to activity delivery and administrative charges equal to the allowable percentages permitted by HCD for selected activity, which shall be additional compensation to SHE.
  - d. Revisions:
    - (1) Monetary revisions that do not exceed 10% of each total negotiated budget may be approved by the CITY MANAGER upon written request and justification.
    - (2) Monetary revisions that exceed 10% shall require an amendment to this Agreement.
    - (3) Transfer of funds between activities can be approved by CITY Staff after notification to HCD, if necessary, and does not require an amendment to this agreement.
6. METHOD OF PAYMENT:
- a. SHE shall invoice CITY for PROGRAMS services provided in performance of this Agreement as follows:
    - (1) General administration charges are to be billed to CITY on a flat rate basis prorated over the life of the PROGRAMS from the month funds are available through the expiration of the State Grant Agreement.
    - (2) Activity Delivery charges will be invoiced when the job is completed for rehabilitation projects and when loan funds are wired to escrow for homebuyers. Back up documents to the Project Invoice will include financing approval documentation, project closeout information for rehabilitation projects, and a financing specific Activity Delivery calculator.
    - (3) Third party charges such as market value appraisals, title reports and pest control reports, not chargeable to a participant loan or grant, are to be billed to Activity Delivery at actual cost.

- (4) Loan and grant funds shall be requested as needed.
- b. SHE shall submit its final invoice under this Agreement within fifteen (15) days following the expiration date of this Agreement.
- c. CITY shall make payment for all authorized fees to SHE within fifteen (15) days after receipt of invoice.
- d. Compensation for additional services described in 5.c above shall be invoiced as stated in 6.a. (2) and (3) above. Administrative charges will be negotiated prior to expenditure of funds. Upon completion of additional services, administrative charges will be billed to CITY.

7. INSPECTION AND AUDIT:

- a. CITY may inspect all applicable records and may cause to be audited invoices and supporting data relative to funds paid by CITY to SHE.
- b. During the term of this agreement, SHE shall have an annual Single Audit performed, a copy of which shall be provided to CITY. If findings are made through a single audit, SHE shall evaluate, correct and inform the auditor and the CITY in writing in a timely manner established by either the auditor or the CITY.
- c. Representatives of CITY and HCD shall have the right to examine and inspect rehabilitation work performed pursuant to this Agreement. CITY, HCD, the Bureau of State Audits, the Federal government and/or their representatives shall have the right, upon reasonable notice, to monitor, audit or otherwise examine books, records, accounts, documents and all other materials relevant to the services performed under this Agreement for a period of five (5) years from the date of final payment.

8. INSURANCE AND HOLD HARMLESS.

- a. SHE shall carry workers compensation, State disability, and unemployment insurance as prescribed by law. SHE will indemnify CITY, its officials and employees against and hold them harmless from any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of the performance by SHE of this Agreement and reimburse CITY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands or causes of action which may be brought against them arising out of the performance by SHE of this Agreement. Before any work commences, SHE shall furnish CITY with a Certificate of Insurance with combined single limits of at least \$1,000,000 for bodily injuries and property damages on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that ten (10) days notice shall be given to CITY of cancellation or reduction in coverage.
- b. To the extent permitted by law, CITY shall defend, indemnify, and hold harmless SHE, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs

and attorney's fees arising out of or resulting from the active negligence or wrongful acts of CITY, its officers, or employees, arising out of CITY's performance of this Agreement.

9. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: Where required, SHE shall comply with, and require contractors and subcontractors to comply with, each of the following:
- a. Federal, state, and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, or any other matters applicable to PROGRAMS. See Exhibit A, Standard Contract Language -- All Contracts, attached;
  - b. The Davis-Bacon Act (40 U.S.C. § 276a, revised as 40 U.S.C. § 3142, et seq.) as supplemented by Department of Labor (DOL) regulations (29 C.F.R., Part 5);
  - c. Copeland "Anti-Kickback" Act (18 U.S.C. § 874, et seq.) as supplemented by DOL Regulations (29 C.F.R., Part 3);
  - d. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by DOL Regulations (29 C.F.R., Part 5);
  - e. All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (43 U.S.C. § 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.);
  - f. Executive Order 11246 and all implementing regulations of the DOL;
  - g. Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.);
  - h. Rehabilitation Act of 1973 (24 C.F.R., Part 8);
  - i. Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350, et seq.);
  - j. HUD Lead-Based Paint regulations (24 CFR, Part 35);
  - k. All applicable laws, ordinances, and codes of CITY and the State of California governing the rehabilitation of dwellings, including all required notices, building, plumbing, mechanical, electrical, sewer, water, and other permits; provided, however, that neither SHE nor engaged contractors and subcontractors shall be held responsible for preexisting violations of any law including, but not restricted to, zoning or building codes or regulations;
  - l. Benefits for domestic partners (Cal. Public Contract Code § 10295.3);
  - m. Children and family support obligations (Chap. 8, Part 1, Div. 9, Cal. Family Code § 3800, et. seq);
  - n. When applicable, all laws related to the CalHome Program including those of the State of California, all federal laws, all local rules or ordinances, all requirements of the Cal Home Program including the statutes, rules, guidelines and duly adopted policies and procedures of the State pertaining thereto. See Exhibit B, State Contract Overlay Requirements, attached.
10. CONFLICT OF INTEREST: No officer, employee, or agent of CITY or SHE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises or have exercised any functions or responsibilities with respect to activities performed under this Agreement, or who are in a position to participate in a decision-making process or gain

inside information with regard to such activities, may obtain a financial interest or benefit from such activities, or have a financial interest in any contract, subcontract or agreement with respect to activities performed under this Agreement or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. CITY and SHE shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

11. ANTI-LOBBYING CERTIFICATION: The undersigned certifies that to the best of his or her knowledge or belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

12. FORCE MAJEURE.

Neither CITY nor SHE shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable, or intentional acts of the party.

13. TERM OF CONTRACT.

- a. This Agreement shall take effect when it has been signed by both parties and shall expire 90 days following the funds expenditure deadline identified in the State Grant Agreement.
- b. Funding of any programs, projects or services beyond the term of this Agreement, by any new contract or amendment or extension of this Agreement, have not been authorized and will depend upon the satisfactory performance of this Agreement by SHE and upon the availability to CITY of additional grant funds allocated for such purposes. Neither CITY nor any employee of CITY has made any promise or commitment, expressed or implied, that any additional funds will be paid or

made available to SHE for the purpose of this Agreement over and above the funds expressly allocated under the terms of this Agreement.

- c. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, survivors, and assigns.

14. TERMINATION.

- a. This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other. Any funds advanced by CITY to SHE and not expended by SHE shall be returned to CITY within thirty (30) days after termination. Any funds due SHE will be forwarded by CITY to SHE. CITY expressly reserves the right to demand of and take action to collect from SHE the repayment to CITY of any funds disbursed to SHE under this Agreement, which in the judgment of CITY were not expended in accordance with the terms of this Agreement. SHE agrees to promptly refund any such funds upon demand.
- b. Additionally, CITY may terminate this Agreement at any time if it determines that one or more of the following conditions exist:
  - (1) An illegal or improper use of funds by SHE;
  - (2) SHE fails to comply with any term or condition of this Agreement;
  - (3) SHE improperly performs any of the services to be performed pursuant to this Agreement.

Upon receipt of notice from CITY that one or more of the above conditions exist, SHE shall prepare and submit to CITY within thirty (30) days a proposal for the correction of such conditions. If SHE fails to submit such a proposal or otherwise fails to properly perform this Agreement after notification as hereinabove set forth, CITY may serve SHE with written notice of the termination of this Agreement. In the event of such termination, CITY shall be liable only for allowable services rendered prior to such termination, but CITY shall not be liable for any services that are not performed in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF ORANGE COVE

SELF-HELP ENTERPRISES

\_\_\_\_\_  
Samuel A. Escobar  
City Manager

DATE

\_\_\_\_\_  
Thomas J. Collishaw  
President and CEO

DATE

EXHIBIT "A"

STANDARD CONTRACT LANGUAGE -- ALL CONTRACTS

1. Nondiscrimination Clause: During the performance of this contract, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender identity, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including, but not limited to, health impairments related to or associated with a diagnosis of cancer), age (over 40 years of age), marital status, and use of or denial of family and medical care leave or use of or denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free some such discrimination and harassment. Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (Title 2, California Code of Regulations, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination compliance provisions of this clause in all subcontracts to perform work under the contract.

2. National Labor Relations Board Certification: The Contractor warrants by execution of this Agreement and does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board. (Cal. Public Contract Code § 10296) (Not applicable to public entities.)
3. Relocation: The Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regs., tit. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.
4. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Drug Free Workplace: By signing this contract, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture distribution, dispensation, possession or use a controlled substance is prohibited and specifying actions to be taken against for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The person's or organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
    - iv. Penalties that may be imposed upon employees for abuse violations.
  - c. Every employee who works on the proposed contract will:
    - i. Receive a copy of the company's drug-free workplace policy statement; and
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the contract.
6. Union Organizing:
- a. Contractor, by its execution of this Agreement, hereby acknowledges that it has read the prohibitions on use of state funds and facilities to assist, promote, or deter union organizing set forth in Chapter 6 of Part 2 of Division 4 of Title 2 of the Government Code, commencing with Section 16645.
  - b. By signing this Agreement, Contractor hereby certifies that none of the funds being provided hereunder will be used to assist, promote, or deter union organizing.
  - c. If the assistance provided hereunder is in the form of a grant, Contractor shall account for the grant funds as follows:
    - (1) State funds designated by Contractor for use for a specific expenditure shall be accounted for as allocated to that expenditure.
    - (2) State funds not so designated shall be allocated on a pro rata basis to all expenditures by the Contractor that support the program or project for which the grant is made.
  - d. If Contractor is a private employer or if the assistance provided hereunder is in the form of a grant, and Contractor makes expenditures, regardless of source of funds, to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that State funds have not been used for those expenditures.

## EXHIBIT B

### STANDARD CONTRACT LANGUAGE: ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:  
During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
2. Rehabilitation Act of 1973 and the "504 Coordinator"  
The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".
3. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
  - a) The grant activity to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).
  - b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - c) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more

The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

5. Labor Standards –Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 U.S.C. § 276a, revised at 40 U.S.C. § 3142) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

Copeland “Anti-Kickback” Act (18 U.S.C. § 874) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act–CWHSSA (40 U.S.C. § 3701 et seq.) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.



# United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Region  
South-Central California Area Office  
1243 N Street  
Fresno, CA 93721-1813

IN REPLY REFER TO:

MP-440/SCC-440  
WTR-4.00

FEB 29 2016

City Council  
City of Orange Cove  
633 6<sup>th</sup> Street  
Orange Cove, CA 93646

Subject: Public Health and Safety Water Made Available for 2016 - Contract No. 14-06-200-5230-LTR1,  
Friant Division - Central Valley Project (CVP), California

Dear Council Members:

The State of California is in its fifth consecutive year of below average precipitation and the Governor's Emergency Drought Proclamation, issued January 17, 2014, remains in effect. Based on current operational and hydrological conditions and after consultation with a number of CVP contractors, it has been requested that the initial expected declaration for Water Made Available for 2016 be slightly delayed. This delay is in anticipation of gathering more accurate information regarding our current water supplies, hydrologic conditions and environmental commitments. Until such time as this declaration is made, Reclamation will make available a Public Health and Safety (PHS) supply to the City of Orange Cove of 376 acre-feet.

Please submit a written schedule to this office, within 5 business days of receiving this letter, showing the monthly quantities of PHS water to be delivered based on the above supply. Reclamation will provide the initial expected declaration for Water Made Available to CVP contractors in the following weeks. If you would like to share any additional information that you possess regarding your PHS supply or have any additional questions, please contact Erma Leal, Repayment Specialist, at 559-487-5195 or e-mail [eal@usbr.gov](mailto:eal@usbr.gov) or at 800-877-8339 for the hearing impaired.

Sincerely,

Michael P. Jackson, P.E.  
Area Manager

cc: Mr. Samuel Escobar  
City of Orange Cove  
633 6<sup>th</sup> Street  
Orange Cove, CA 93646

Mr. Jason Phillips  
Friant Water Authority  
854 North Harvard Avenue  
Lindsay, CA 93247

**RESOLUTION NO. 2016-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE DECLARING A LEVEL 1 WATER SUPPLY SHORTAGE PURSUANT TO CHAPTER 13.17 OF THE ORANGE COVE MUNICIPAL CODE AND RESCINDING RESOLUTION 2015-06**

**WHEREAS**, the City Council of the City of Orange Cove has met in public session pursuant to a duly noticed meeting; and

**WHEREAS**, the City of Orange Cove receives all of its municipal water supply from the Friant-Kern Canal; and

**WHEREAS**, the Water made available for 2016 has been slightly delayed by the Bureau of Reclamation and the amount allocation is unknown at this time; and

**WHEREAS**, until this declaration is made, Reclamation will make available a Public Health and Safety supply to the City of Orange Cove of 376 acre-feet; and

**WHEREAS**, the City's average annual consumption varies between 1,800-1,900 acre feet; and

**WHEREAS**, Section 13.17.060 of the Orange Cove Municipal Code provides permanent water conservation requirements; and

**WHEREAS**, after further review and information the City Council has determined that it is only necessary to declare a Level 1 Water Supply Shortage to use in conjunction with the permanent water conservation requirements effective April 1, 2016 and will revisit the drought conditions for the months of May and June 2016.

**WHEREAS**, Section 13.17.070 of the Orange Cove Municipal Code provides as follows:

Declaration of Level 1 Water Supply Shortage. A Level 1 water supply shortage exists when the city council determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions.

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

**SECTION 1.** Based on the foregoing recitals and reports received from City staff, the City Council makes the following findings based upon substantial evidence regarding the availability of water:

A. A reliable minimum supply of potable water is essential to the public, health, safety and welfare.

B. California Water Code Section 375 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies.

C. The adoption and enforcement of a water conservation and supply shortage program is necessary to manage the City's potable water supply in the short and long-term to minimize the effects of water supply shortage in the City.

D. The City has adopted an Ordinance entitled the "Orange Cove Water Conservation and Water Supply Shortage Plan" which is set forth in Chapter 13.17 of the Municipal Code.

E. That a water supply shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions.

## **SECTION 2.** Permanent Conservation Requirements

Section 13.17.060 of the Orange Cove Municipal Code includes the following permanent conservation requirements:

The following water conservation requirements are effective at all times and are permanent. Violations of this section will be considered waste and an unreasonable use of water.

A. Limits on Watering Hours. Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited between the hours of 9:00 a.m. and 5:00 p.m. Pacific Standard Time on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or sprinkler device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system, and provided such manual use is controlled and attended.

B. Limit on Watering Duration. Watering or irrigating of lawn, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than fifteen minutes watering per day per station. This subsection does not apply to landscape irrigation systems that exclusively use very low-flow drip type irrigation systems when no emitter produces more than two gallons of water per hour and weather based controllers or stream rotor sprinkles that meet a seventy percent efficiency standard.

C. Limited Watering Days. [Permanent Restrictions are superseded by Level 1 Restrictions in Section 3 of this resolution.]

D. No Excessive Water Flow or Runoff. Watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.

E. No Washing Down Hard or Paved Surfaces. Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device, a low-volume, high-pressure cleaning machine equipped to recycle any water used, or a low-volume high-pressure water broom.

F. Obligation to Fix Leaks, Breaks or Malfunctions. Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than seven days of receiving notice from the city is prohibited.

G. Re-circulating Water Required for Water Fountains and Decorative Water Features. Operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited.

H. Limits on Washing Vehicles. Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device. This subsection does not apply to any commercial car washing facility.

I. Drinking Water Served Upon Request Only. Eating or drinking establishments or other public places where food or drinks are sold, served, or offered for sale, are prohibited from providing drinking water to any person unless expressly requested.

J. Single Pass Cooling Systems. Installation of single pass cooling systems is prohibited in buildings requesting new water service.

K. Non-re-circulating Commercial Car Wash and Laundry Systems. Installation of non-re-circulating water systems is prohibited in new commercial conveyor car wash and new commercial laundry systems.

L. Restaurants Required to Use Water Conserving Dish Wash Spray Valves. Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.

M. Commercial Car Wash Systems. Effective June 1, 2015 all new commercial conveyor car wash systems must have installed operational re-circulating water systems, or must have secured a waiver of this requirement from the city.

N. Reserved.

O. Flood Irrigation. Flood irrigation of residential landscapes is expressly prohibited.

### **SECTION 3.** Declaration of Level 1 Water Supply Shortage

The City Council hereby declares a “Level 1 Water Supply Shortage.” **In addition to the permanent conservation requirements set forth above, the following water conservation requirements apply during a declared Level 1 water supply shortage:**

#### **13.17.070 Level 1 Water Supply Shortage.**

A. **Declaration of Level 1 Water Supply Shortage.** A Level 1 Water Supply Shortage exists when the City Council determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City Council by written resolution of a Level 1 Water Supply Shortage condition, the city will implement the mandatory Level 1 conservation measures identified in this section.

B. **Additional Water Conservation Measures:** In addition to the prohibited uses of water identified in Section 13.17.060, the following water conservation requirements apply during a declared Level 1 Water Supply Shortage:

1. **Limits on Watering Days:** Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to two days per week on a schedule established and posted by the city. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

2. Limited Watering Days:

a. Odd Number Addresses. Properties with an odd number street address shall be permitted to use water for outdoor watering purposes on Tuesday and Fridays except during between the hours of 9:00 a.m. and 5:00 p.m. Pacific Standard Time.

b. Even Number Addresses. Properties with an even number street address shall be permitted to use water for outdoor watering purposes on Monday and Thursday except during between the hours of 9:00 a.m. and 5:00 p.m. Pacific Standard Time.

c. There shall be no watering on Saturdays, Sundays and Wednesdays.

2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within seventy-two (72) hours of notification by the city.

**SECTION 4.** Enforcement

The City will pursue enforcement proceedings in accordance with the Municipal Code upon finding a violation of Permanent Conservation Requirements and Level 1 requirements and prohibitions.

**SECTION 5.** Effective Date of Resolution

This resolution shall be effective upon adoption. Resolution 2014-20 is hereby rescinded.

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The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on April 30, 2014, and passed at said meeting by the following vote:

AYES: Mayor Jimenez, Lopez, Silva, Del Bosque and Pardo

NOES: None

ABSENT: None

ABSTAIN: None

The foregoing resolution is hereby approved.

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Gabriel Jimenez, Mayor

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Hilda Cantú Montoy, City Attorney

ATTEST:

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June Bracamontes, City Clerk

## ORDINANCE NO. 378

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AMENDING TITLE 5, BY THE ADDITION OF CHAPTER 5.34 REGARDING USE AND SALE OF FIREWORKS AND PROVIDING FOR THE ENACTMENT AND PUBLICATION THEREOF.

**WHEREAS**, the possession, sale and use of illegal fireworks is a concern and danger to the health, welfare and safety of the residents of Orange Cove.

**NOW, THEREFORE**, The City Council of the City of Orange Cove does hereby ordain as follows:

**Section I:** Title 5 of the Orange Cove Municipal Code is hereby amended by the addition of Chapter 5.34, and, as amended, shall read as follows:

### Chapter 5.34

### FIREWORKS

Sections:

- 5.34.010 Sale and discharge of safe and sane fireworks—Permitted when.
- 5.34.012 Possession or Use of Illegal Fireworks
- 5.34.015 Permit for public displays.
- 5.34.020 Permit required to sell fireworks.
- 5.34.030 Application for permit—Contents.
- 5.34.040 Permit fee.
- 5.34.050 Qualifications for issuance of permit.
- 5.34.060 Notice to applicant of granted or rejected permit.
- 5.34.070 Temporary sales tax permit required.
- 5.34.080 Display of state license, city permit and sales tax permit required.
- 5.34.090 Operation of stand.
- 5.34.100 Temporary fireworks stands permitted only—Building dimensions.
- 5.34.110 General requirements for the sale of fireworks.
- 5.34.120 Discharge of fireworks prohibited where.
- 5.34.130 Storage.
- 5.34.140 Noncompliance with chapter—Immediate closure of fireworks stand.
- 5.34.150 Enforcement of chapter
- 5.34.160 Violation-penalties.

**5.34.010 Sale and discharge of safe and sane fireworks—Permitted when.**

A. Safe and sane fireworks as defined by Section 12529 of the Health and Safety Code of the state of California may be sold within the city beginning at twelve noon the twenty-eighth day of June, and thereafter from nine a.m. to ten p.m., ending on the fourth day of July.

B. Safe and sane fireworks as defined by Section 12529 of the Health and Safety Code of the state of California may be sold within the city from nine a.m. to ten p.m. on the fourth day of July.

C. Safe and sane fireworks as defined by Section 12529 of the Health and Safety Code of the state of California may be discharged within the city during the period beginning at nine a.m. on the twenty-eighth day of June and ending at eleven fifty-nine p.m. on the fourth day of July each year pursuant to the provisions of this chapter and not otherwise.

**5.34.012 Possession or use of illegal or dangerous fireworks.**

It shall be unlawful for any person to possess or use illegal or dangerous fireworks in the City as defined by the State Fireworks Law, Sections 12500 et seq. of the Health and Safety Code of the State, and such other fireworks as may be determined to be dangerous by the State Fire Marshal.

**5.34.015 Permit for public displays.**

A. **Permits**---Notwithstanding any other provisions of this Code, the Fire Chief of the Orange Cove Fire Protection District may grant permits for public displays of fireworks if the Fire Chief determines that all requirements of the law are or will be complied with by the applicant and that granting any such permit will not be detrimental to the public peace, health or safety; otherwise said application shall be denied. Applications for such permits shall be filed with the Fire Chief not less than ten days before the proposed public display and shall be accompanied by a detailed statement of the items of the proposed display. If the permit is granted, no items shall be displayed except as are contained in the statement and the Fire Chief may in granting the permit eliminate from the statement such items as he deems hazardous or impose conditions upon such permit as the Fire Chief shall deem reasonably necessary to protect the public peace, health and safety; and it shall be unlawful for the grantee of the permit to exhibit or display the eliminated items or to conduct such display in violation of any conditions so imposed. The public display shall be under the supervision of the Fire Chief and such persons as he shall designate and authorize. The City Council shall, by resolution, pursuant to the Fire Chief's recommendation, establish a fee to be charged for the permit. A separate permit will be required for each display. The display shall be at the place and time designated in the permit. Such permit shall include the right to possess and transport said fireworks for the purpose of conducting such public display.

**B. Times Permitted---** Except on the 4<sup>th</sup> of July, it is unlawful for any holder of a public display permit to discharge any fireworks in the City of Orange Cove from the hours of 10:00 p.m. to 8:00 a.m. unless permitted by the Fire Chief as an exception to this time limit.

**C. Times Permitted---** **Appeal from denial of permit---** If the Fire Chief denies the application, then the applicant may take an appeal from such action by filing a written notice of appeal with the City Administrator or his or her designee, Such written notice shall be filed with the City Clerk within ten days of the date of the action of the Fire Chief and shall set forth the reasons for appeal from the action of the Fire Chief. Upon receipt of a notice of appeal, a hearing shall be set before the City Manager or his or her designee, not less than ten days nor more than thirty days from the date of the filing of the appeal. Upon such hearing the City Manager or designee may deny the application or grant the application upon such conditions, as the City Manager or designee shall deem proper.

**5.34.020 Permit required to sell fireworks.**

Except as provided herein, no persons shall offer for sale or sell at retail any fireworks of any kind without having first applied for and received a permit.

**5.34.030 Application for permit—Contents.**

All applications for a permit to sell fireworks shall:

- A. Be made in writing accompanied by a permit fee of three hundred dollars;
- B. Be made between the first business day and the last business day of June of each year;
- C. Set forth the proposed location of the fireworks stand;
- D. Be accompanied by an assurance that if the permit is issued to applicant, applicant shall, at the time of receipt of permit, deliver to the city clerk a five hundred thousand dollars combined single limits insurance certificate designating the city as an additional insured, and a copy of the required license from the State Fire Marshal;
- E. Include a statement that the applicant agrees to comply strictly with the terms of any retail permit granted it and furnish any additional information upon request of the city.

**5.34.040 Permit fee.**

The permit fee for selling fireworks within the city shall be three hundred dollars which fee must be paid at the time each application for a stand is filed. The City Council may, by resolution, increase or decrease the permit fee in its discretion.

**5.34.050 Qualifications for issuance of permit.**

The following qualifications must be met by each applicant for a permit:

A. No permit shall be issued to any person, firm or corporation except nonprofit associations or corporations organized primarily for civic betterment or youth activities in the City, and, are nonprofit associations or corporations with their principal place of business in the City .

B. Each such organization must have its principal and permanent meeting place in the corporate limits of the city; must maintain a bona fide membership of at least twenty members; and must have been organized and established in the city's corporate limits for a minimum of one year continuously preceding the filing of the application for the permit.

C. No organization may receive more than one permit for fireworks sales during any one calendar year. One permit may be issued to two or more qualifying applicants as a joint venture. The maximum number of 8 permits may be issued during any one calendar year. One additional permit may be added for every three thousand five hundred (3,500) residents above the 2010 Census estimate or actual population.

D. During the first week after July 4th, the city clerk shall draw the appropriate number of names of organizations who are to be the permittees for the following year. Each organization will hold a permit for two consecutive years. Beginning in 2002 (for the fireworks year of July 2003), and every even year thereafter, there will be four slots available for two-year periods, and there will be four slots available in the odd years, until the city's population exceeds twenty thousand. Each participating organization in a joint venture shall be deemed to be a committee.

#### **5.34.060 Notice to applicant of granted or rejected permit.**

Applicants for a permit shall be notified by the city clerk by July 15th of the granting or rejection of such application for a permit.

#### **5.34.070 Temporary sales tax permit required.**

Organizations selling fireworks are required to obtain a temporary sales tax permit from the State Board of Equalization.

#### **5.34.080 Display of state license, city permit and sales tax permit required.**

State license and city permit to sell fireworks, and temporary sales tax permit shall be displayed in a prominent place in the fireworks stand.

#### **5.34.090 Operation of stand.**

A. No entity other than the permittee organization shall operate the stand for which the permit is issued.

B. All persons engaged in the selling of fireworks shall be over the age of eighteen years. At least one person twenty-one years of age or older must be in attendance and in charge during the

hours of booth operation. No person under the age of eighteen shall sell, or handle for sale, any classification of fireworks.

C. No person shall be paid any consideration for selling or otherwise participating in the sale of fireworks at such stand.

#### **5.34.100 Temporary fireworks stands permitted only—Building dimensions.**

All retail sales of safe and sane fireworks shall be permitted only from within a temporary fireworks stand, and sales from any other building or structure is prohibited. Temporary stands shall be subject to the following provisions:

A. No fireworks stand shall be located within twenty-five feet of any building and not within one hundred feet of any gasoline pump.

B. Fireworks stands need not comply with the provisions of the building code; provided, however, that all stands shall be erected under the supervision of the city building inspector, who shall require that stands be constructed in a manner that will reasonably ensure the safety of attendants and customers.

C. No stand shall have a floor area in excess of four hundred square feet. The width of each stand shall be a minimum of ten feet and the length shall be a maximum of forty feet.

D. Each stand must have at least two exits.

E. Each stand shall be provided with a two and one-half gallon water pressure type fire extinguisher and a 2A10BC rated dry chemical fire extinguisher in good working order and easily accessible for use in case of fire.

F. Each applicant shall file with the city clerk written permission from the record owner of the property where the applicant's stand is to be located. There shall be one stand per location, as determined by the city fire chief or city building official.

#### **5.34.110 General requirements for the sale of fireworks.**

A. All weeds and combustible material shall be cleared from the location of the stand, including a distance of a least fifty feet surrounding the stand.

B. "No Smoking" signs shall be prominently displayed on the front, back and sides of the fireworks stand.

C. Each stand must have an adult in attendance and in charge while fireworks are stored therein. Sleeping or remaining in stand after close of business each day is forbidden.

D. The sale of fireworks shall not begin before twelve noon on the twenty-eighth of June and shall not continue after ten p.m. on the fourth day of July.

E. Hours of operation shall be limited to nine a.m. to nine p.m. daily.

F. All unsold stock and accompanying litter shall be removed from the location by five p.m. on the fifth day of July.

G. The fireworks stand shall be removed from the temporary location by eight p.m. on the sixth day of July, and all accompanying litter shall be cleared from said location by said time and date.

H. Prior to the issuance of a permit, each applicant shall file with the city clerk a cash deposit, certificate of deposit or a surety bond made payable to the city in the amount of one hundred dollars to assure compliance with the provisions of this chapter. Such deposit, certificate or bond shall be refundable upon compliance with the provisions and requirements of this chapter, including but not limited to the removal of the stand and the cleaning of the site. In the event the permittee does not so comply or remove the stand or clean the site, in the manner required by the city building inspector, the city may do so, or cause the same to be done by other persons, and the reasonable cost thereof shall be a charge against the permittee and his deposit of surety bond.

**5.34.120 Discharge of fireworks prohibited where.**

A. No person shall light or cause to be lighted any fireworks or other combustible material within any stand or within two hundred feet thereof.

B. It is unlawful for any person to ignite, explode, project or otherwise fire or use, or permit the ignition, explosion or projection of any fireworks upon, over or onto the property of another, or to ignite, explode, project or otherwise fire or make use of any fireworks within ten feet of any residence, dwelling or other structure.

**5.34.130 Storage.**

Safe and sane fireworks may be stored within the city, pursuant to the following provisions:

A. Buildings or parts of buildings used for the storage of safe and sane fireworks shall be classified as Group B, occupancies, as provided in the California Building Code, 2007 Edition, as amended from time to time, and shall meet the requirements for such occupancies. However, under no condition shall any building or parts of buildings be used that are not provided with an automatic sprinkler system.

B. Buildings or parts of buildings used for storage shall meet the zoning requirements of the city and a permit to store shall be issued by the city.

C. Signs with the wording "Fireworks—No Smoking," in letters a minimum of four inches high, shall be conspicuously located throughout the building.

D. Fire extinguishers, of the water pressure type, shall be located so there is not more than fifty feet of travel to any fireworks storage.

E. Stacks of merchandise shall be limited in size to twelve thousand cubic feet, and each stack shall be separated from other stacks by eight-foot-wide aisles.

**5.34.140 Noncompliance with chapter—Immediate closure of fireworks stand.**

If, in the judgment of the city fire chief or city building inspector, the construction of the stand or the conduct of the operations therein do not conform to the provisions of this chapter, such officers, or either of them, may order the stand immediately closed.

**5.34.150 Enforcement of this chapter.**

In addition to any other persons authorized by law, the Fire Chief, all Chief Officers, Fire Captains, and Acting Captains shall have the duty of enforcing the provisions of this chapter. In connection with such enforcement, they are authorized to enter, free of charge, at any reasonable

time, any place of business, or to approach any person apparently conducting or employed in the operation of a business, to verify compliance with the provisions of this chapter and with the California Fire Code and any other Orange Cove Municipal Code provisions related to fireworks enforcement. Such persons are hereby authorized to issue citations to persons violating any of the provisions of this chapter to appear in the Court of the Tulare County Judicial District or Administrative Citation Hearing Officer at a time fixed in the citation, not less than five days from the date of issuance of the citation unless a shorter period of time is requested by the person(s) to whom the citation is given, and such citation shall be deemed to be a complaint charging violations of this chapter. .

**5.34.160 Violation-penalties.**

Persons violating this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be pucinshed accordingly, as set forth in Section 1.24.010 of this code.

**Section II:** If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. City Council hereby declares that it would have adopted the ordinance and each section, sub-section, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, or portions to be declared invalid or unconstitutional.

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**Section III:** The City Clerk is authorized to cause this ordinance or a summary of this ordinance to be published in a newspaper of general circulation in the City of Orange Cove, within fifteen 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 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 days after its adoption.

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The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Orange Cove held on \_\_\_\_\_, 20\_\_, and was passed and adopted at a regular meeting of the City Council held on \_\_\_\_\_, 2\_\_, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
MAYOR OF THE CITY OF ORANGE COVE

ATTEST:

\_\_\_\_\_  
CITY CLERK