



## **AGENDA**

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**

**Roy Rodriguez, Council Member**

**Josie Cervantes, Council Member**

**Esperanza Rodriguez, Council Member**

**WEDNESDAY, DECEMBER 9, 2020 - 6:30 P.M.**

### **TELECONFERENCE**

**(CALL 888-204-5987 ACCESS CODE 8166599#)**

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

Roll Call

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

#### **C. Consent Calendar**

1. Council Minutes of November 10, 2020
2. City Warrants for month of October and November 2020

#### **D. Administration**

##### **City Engineer**

- 3 **SUBJECT:** Presentation by City Engineer Alfonso Manrique Monthly Update Reports on City Projects  
**Recommendation:** Informational Item Only
4. **SUBJECT:** Completion for the City Hall Parking Lot and 6<sup>th</sup> Street Sidewalk Improvements Project

**Recommendation:** Staff recommends that the City Council adopt the attached Resolution No. 2020-47 and authorize the City Manager to file and record a Notice of Completion with County of Fresno for the City Hall Parking Lot and 6<sup>th</sup> Street Sidewalk Improvements Project (Project).

**Chief of Police**

5. **SUBJECT:** Monthly Activity Report

**Recommendation:** Informational Item

**Planning Director**

6. **SUBJECT:** BC Recycling Collection Facility Site Plan Review 2020-01  
Conditional Use Permit 2020-01

**Recommendation:** Staff recommends that the City Council conduct a public hearing to receive testimony and then adopt the attached Resolution No. 2020-46 approving Conditional Use Permit (CUP) 2020-01 and Site Plan Review (SPR) 2020-01 with conditions.

**Interim Public Works Superintendent**

7. **SUBJECT:** Update report regarding Public Works

**Recommendation:** Information Item Only

**Events Committee**

8. **SUBJECT:** Presentation by David Lopez regarding city events

**Recommendation:** Information Item Only

**Interim City Manager:**

9. **SUBJECT:** Sale of Property between the City of Orange Cove and Efrain Yanez Construction: 5 lots on Hope Avenue Orange Cove; Fresno County APN: 378-290-49T; 378-290-50T; 378-290-51T; 378-290-52T; 378-290-53T

**Recommendation:** Council to consider approving the Real Property Purchase and Sale Agreement between the City of Orange Cove and Efrain Yanez Construction

10. **SUBJECT:** City of Orange Cove Drug Policy

**Recommendation:** Council to consider approving the City of Orange Cove Drug Policy

11. **SUBJECT:** Energy Project Feasibility Study

**Recommendation:** Council to consider approving the Energy Project Feasibility Study

12. **SUBJECT:** Agreement for On-Call Engineering Services for Federally and State Funded Transportation Projects with AM Consulting Engineers, Inc.,

**Recommendation:** Staff recommends that City Council adopts the attached Resolution 2020-48 approving the Agreement for On-Call Engineering Services for Federally and State Funded Transportation Projects (Agreement) with AM Consulting Engineers, Inc., authorize the City Manager to execute Agreement on behalf of the City, and approve Task Order No. 1 for the EDA Park Boulevard Infrastructure Project.

**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 speaker's microphone, state your name and address, and then proceed with your comments.

**G. City Manager's Report**

**H. City Attorney's Report**

**I. City Council Communications**

**J. Closed Session (Council will have a call in number)**

13. Conference with real property negotiator  
Government Code Section 54956.8  
Property: (3.73 Acres) APN 378-030-41; Fresno County  
City Negotiator: Interim City Manager  
Negotiating Parties: Efrain Yanez Construction  
Under Negotiation: Price and Terms of Payment.

**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**

**Roy Rodriguez, Council Member**

**Josie Cervantes, Council Member**

**Esperanza Rodriguez, Council Member**

**TUESDAY, NOVEMBER 10, 2020 - 6:30 P.M.**

### **TELECONFERENCE**

**(CALL 888-204-5987 ACCESS CODE 8166599#**

**AND IN PERSON)**

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

**COUNCIL PRESENT:** Mayor Victor P. Lopez  
Mayor Pro Tem Diana Guerra Silva  
Councilmember Roy Rodriguez  
Councilmember Josie Cervantes  
Councilmember Esperanza Rodriguez

**STAFF PRESENT:** Financial Consultant/Interim City Manager Rudy Hernandez  
Police Chief, Marty Rivera  
City Attorney, Dan McCloskey (absent)  
City Clerk June V. Bracamontes

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

No Changes

#### **C. Consent Calendar**

1. Council Minutes of October 28, 2020

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the Consent Calendar as presented.**

**Yes:** Lopez, Silva, Rodriguez, Cervantes, Rodriguez  
**No:** None  
**Absent:** None  
**Abstain:** None

## **D. Administration**

### **City Engineer**

2. **SUBJECT:** Monthly project progress update presented by City Engineer Alfonso Manrique.

**Recommendation:** Informational Item Only

Angela Hall from AM Consulting presented to Council the following items:

1. FHWA Projects a. D Street Sidewalks
2. Water Enterprise a. Friant Kern Canal Shut Down
3. Street Sweeper
4. San Joaquin Valley Air Pollution Control District Grant
5. 2019 Affordable Sustainable Communities (AHSC) Grant
6. Proposition 68 – State of California Parks and Water Bond Act  
b. Round 4 – Statewide Park Development and Community Revitalization Program

### **Police Chief**

3. **SUBJECT:** Presentation of monthly activities by the Chief of Police Marty Rivera

**Recommendation:** Informational Item Only

Chief presented the following to Council:

#### **October 2020 Monthly Statistic and Monthly Animal Control:**

**Staff levels** remain the same.

**Animal Shelter...** Is running very well. See attached report Request regarding dog license fees waived.

**Events:** Saturday Nov 14<sup>th</sup> 0900-1300 hours. A friend of mine and other members of the Cross-City Church from Fresno will be here to repair bicycles. The repairs are at no cost. They will do the work and replace any necessary parts such as tubes, tires, seats, pedals and other necessary work.

**Vehicles** The vehicle that caught fire has had the electrical wiring replaced and is now at the body shop. From there it will go to the radio shop to have the emergency equipment wiring connected.

The OCPPD has not had a meeting since August. We are still waiting for the money they agreed to pay for the newest SUV and K-9 vehicle up fit. Expect \$.66,000+

**COVID-19 19: Stats**

4. **SUBJECT:** Dog Licensing on November 21, 2020 at Eaton Park

**Recommendation:** Council to approve the Dog Licensing on November 21, 2020 at Eaton Park

**Upon the motion by Councilman Rodriguez and seconded by Councilwoman Cervantes, Council approved the Dog Licensing on November 21, 2020 at Eaton Park and to waive the \$13.00 fee.**

**Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez**  
**No: None**  
**Absent: None**  
**Abstain: None**

**Interim Public Works Superintendent**

5. **SUBJECT:** Map of Rails to Trails from Hills Valley Road to Anchor Avenue and Proposal from Allied Weed Control

**Recommendation:** Staff recommends that the City Council approve the contract with Allied Weed Control for weed control services.

**Upon the motion by Councilman Rodriguez and seconded by Councilwoman Cervantes, Council approved the contract with Allied Weed Control.**

**Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez**  
**No: None**  
**Absent: None**  
**Abstain: None**

Interim Public Works Superintendent Andy Valencia presented to Council an update on the cost of the two (2) utility trucks that were approved during a Council Meeting. The amount of \$85,000 was approved but the cost for the two (2) Utility Trucks will cost \$100,000 and will need Council to approve the additional \$15,000 in order to proceed in buying the trucks.

David Lopez presented to Council that the Water Treatment Plant is in need of a new Utility Truck and would like to Council to approve an additional Utility Truck for the Water Plant. After further review this item will be reviewed by the Interim City Manager and possibly be presented at the next Council Meeting



**Interim City Manager:**

**6. SUBJECT:** Financial Update

**Recommendation:** Informational Item Only

Presented by Interim City Manager Rudy Hernandez:

- a. City of Orange Cove Small Business Grant Program. \$2000 has been given to the Non-essential businesses who have Business License.
- b. Financial Assistance from the Federal nothing on the table
- c. Status on the Fiscal Year 2020-21 Budget will be presented at the December 9, 2020 Council Meeting

**E. Public Forum**

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None

**E. City Manager's Report**

Interim City Manager Rudy Hernandez presented to Council the Annual Christmas Event and due to the COVID-19 rising Council decided not to have the Christmas Event. Decorating the town was acceptable.

Councilwoman Rodriguez asked about the curb and gutter at the Shopping Center. Per Interim City Manager, Rudy Hernandez, it is a 2-year project should be completed in 2023.

Andy Valencia presented to Council an update on the regarding the Water Shut Down. Residents must help to conserve water and Working with Angela on a letter in Spanish and English that will be sent out residents on November 11, 2020.

**F. City Attorney's Report**

None.

**G. City Council Communications**

None.

## **H. Closed Session**

7. Conference with real property negotiator  
Government Code Section 54956.8  
Property: Macias APN 375-040-26; Fresno County  
City Negotiator: Interim City Manager  
Negotiating Parties: Trinidad & Angela Macias (Seller)  
Under Negotiation: Price and Terms of Payment.
8. Conference with real property negotiator  
Government Code Section 54956.8  
Property: 5 lots on Hope Avenue Orange Cove; Fresno County  
APN: 378-290-49T; 378-290-50T; 378-290-51T; 378-290-52T;  
378-290-53T  
City Negotiator: Interim City Manager  
Negotiating Parties: Efrain Yanez Construction, Inc and City of Orange  
Cove (Seller)  
Under Negotiation: Price and Terms of Payment.
9. Closed Session pursuant to Government Code Section 54957(b)(1):  
Public Employee Performance Evaluation  
Title: Interim City Manager

## **I. Adjournment**

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REPORT.: Dec 01 20 Tuesday  
 RUN....: Dec 01 20 Time: 08:57  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 10-20 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
046355	10/01/20	HER01	RUDY HERNANDEZ	8000.00	.00	8000.00	85	FINANCIAL CONSULTING/INTE
046356	10/07/20	ALT01	ALTA PUMP CO	4721.41	.00	4721.41	16216	PULL MOTOR, REPAIR & REFR
046357	10/07/20	APV01	AMERIPRIDE UNIFORM SERVICE	52.47 44.64 49.99 245.98	.00 .00 .00 .00	52.47 44.64 49.99 245.98	502679799 502679803 502679835 502679862	JANITORIAL SUPPLIES FOR W JANITORIAL SUPPLIES CITY JANITORIAL SUPPLIES FOR W JANITORIAL SUPPLIES CITY
Check Total.....:				393.08	.00	393.08		
046358	10/07/20	ATT05	AT & T	734.06	.00	734.06	015370231	AT&T LD ACCT# 9391066128
046359	10/07/20	BMI01	BADGER METER, INC	421.92 583.92 421.92 583.92 421.92 421.92 583.92 421.92 421.92 583.92	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	421.92 583.92 421.92 583.92 421.92 421.92 583.92 421.92 421.92 583.92	80038477 80039845 80041290 80046354 80048423 80050515 80052252 80053836 80055403 80056981	BADGER METER #68886-201 I BADGER METER #68886-601 I BADGER METER #68886-201 I BADGER METER #68886-601 I BADGER METER #68886-201 I BADGER METER #68886-201 I BADGER METER 68886-601 IN BADGER METER #68886-201 I BADGER METER #68886-201 I BADGER METER #68886-601 I
Check Total.....:				4867.20	.00	4867.20		
046360	10/07/20	BSK01	BSK ASSOCIATES	197.00 197.00 74.00	.00 .00 .00	197.00 197.00 74.00	AD17685 AD18149 AD18461	SAMPLES FOR WWTP INV#AD17 SAMPLES FOR WWTP INV#AD18 SAMPLES FOR WWTP INV#AD18
Check Total.....:				468.00	.00	468.00		
046361	10/07/20	CHAA1	CHAPA'S AUTOMOTIVE	44.79 113.51 243.17 234.34 70.00 634.70	.00 .00 .00 .00 .00 .00	44.79 113.51 243.17 234.34 70.00 634.70	10649 10681 10682 10693 10765 10806	HEADLAMP BULB PD UNIT 15- A/C CABIN FILTER REPL UNI IGNITION COIL UNIT 15-02 CABIN FILTER/SENSOR REPL MDT CHARCHING SYSTEM UNIT CONTROL ARM/TORQUE MOUNT
Check Total.....:				1340.51	.00	1340.51		
046362	10/07/20	COT02	TULARE COUNTY SHERRIF'S O	43.10 21.55	.00 .00	43.10 21.55	17957 18069	K-9 GRAPHICS/UNIT 15-04 I POLICE SIGN WHITE VINYL L
Check Total.....:				64.65	.00	64.65		
046363	10/07/20	DOC01	DEPT. OF CONSERVATION	44.11	.00	44.11	09/30/20	STRONG MOTION INSTRUMENTA
046364	10/07/20	FGS01	FRUIT GROWERS SUPPLY CO	28.22 48.04 10.90 20.46 17.45 46.28 6.79 58.17 84.68	.00 .00 .00 .00 .00 .00 .00 .00 .00	28.22 48.04 10.90 20.46 17.45 46.28 6.79 58.17 84.68	92171974 92172357 92172542 92172558 92172881 92173353 92173370 92174006 92174933	SPRAYER FOR WTP INV# 9217 BOX FOR SPRINKLER AT PARK SCREEN FOR STRAINER FOR W PRUNER HAND CORONA INV# 9 EAR INSERT FOAM INV# 9217 WORK SUPPLIES FOR PWD INV FLAG STAKES INV# 92173370 SHEAR HEDGE CORONA FOR WT DUSTER, 2 BRUTE GRAY PLAS
Check Total.....:				320.99	.00	320.99		
046365	10/07/20	FRON1	FRONTIER	139.71	.00	139.71	09/07/20	COMMUNICATION ACCT# 213-0
046366	10/07/20	HER01	RUDY HERNANDEZ	990.00	.00	990.00	86	FINANCIAL CONSULTING/INTE
046367	10/07/20	OCTS1	ORANGE COVE TIRE SERVICE	755.44 93.00 448.80	.00 .00 .00	755.44 93.00 448.80	25320 25525 25552	TIRES FOR TRUCK# 206 PWD DOG FOOD FOR ANIMAL COTRO TIRES FOR TUCK# 201 INV#
Check Total.....:				1297.24	.00	1297.24		
046368	10/07/20	PIT01	PITNEY BOWES GLOBAL FINAN	223.02	.00	223.02	104168430	EQUIPMENT LEASE SENDPRO C
046369	10/07/20	QUI05	QUIL CORPORATION	66.07 362.80 133.88	.00 .00 .00	66.07 362.80 133.88	10262032 10348806 10546832	OFFICE SUPPLIES FOR ALL D OFFICE SUPPLIES FOR ALL D OFFICE SUPPLIES FOR ALL D
Check Total.....:				562.75	.00	562.75		
046370	10/07/20	RCEC1	REEDLEY COLLEGE FORESTRY	275.00	.00	275.00	09/24/20	CHRISTMAS TREE

REPORT.: Dec 01 20 Tuesday  
 RUN....: Dec 01 20 Time: 08:57  
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CITY OF ORANGE COVE  
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
046371	10/07/20	TOF01	THE OFFICE CITY	168.23	.00	168.23	IN1660566	OFFICE SUPPLIES FOR ALL D
046372	10/09/20	CC01	CALIFORNIA CONSULTING	7009.84	.00	7009.84	4414	GRANT WRITING SERVICES IN
046373	10/09/20	84LUM	84 LUMBER CO.	7626.50	.00	7626.50	7391	STAIRCASE RENOVATION FOR
046374	10/09/20	A.MQ1	A.M PECHE & ASSOCIATES LL	1733.02	.00	1733.02	SEP 29 20	FINANCIAL CONSULTING SERV
046375	10/09/20	AMCE1	AM CONSULTING ENGINEERS,	1470.00 14119.00 15805.25 1695.75 924.00 441.00	.00 .00 .00 .00 .00 .00	1470.00 14119.00 15805.25 1695.75 924.00 441.00	102-13 208 15 218 11 221 10 09/11/20 AUG112020	EDA PER INV# 102-13 ADAMS AVE RECONSTRUCTION FCK SHUTDOWN INV# 218-11 SBL-CITY HALL PARKING LOT #200-GENERAL ENGINEERING PROFESSIONAL SERVICES INV
			Check Total.....:	34455.00	.00	34455.00		
046376	10/09/20	APV01	AMERIPRIDE UNIFORM SERVIC	99.36 39.50	.00 .00	99.36 39.50	502687447 502687450	JANITORIAL SUPPLIES FOR P JANITORIAL SUPPLIES FOR P
			Check Total.....:	138.86	.00	138.86		
046377	10/09/20	ASI00	ASI ADMINISTRATIVE SOLUTI	744.58	.00	744.58	09/22/20	CHECK RUN
046378	10/09/20	BMI01	BADGER METER, INC	421.92	.00	421.92	80060237	BADGER METER #68886-201 I
046379	10/09/20	BOR01	BUREAU OF RECLAMATION	6165.76 7766.00 6413.78 3954.48 6431.52	.00 .00 .00 .00 .00	6165.76 7766.00 6413.78 3954.48 6431.52	AUG 2020 JULY2020 MAY 2020 SEP 2020 SEP202020	WATER SUPPLY FOR AUGUST 2 WATER SUPPLY FOR JULY 202 WATER SUPPLY FOR MAY 2020 WATER SUPPLY SEPTEMBER 20 WATER SUPPLY FOR JUNE 202
			Check Total.....:	30731.54	.00	30731.54		
046380	10/09/20	CSJVR	CENTRAL SAN JOAQUIN VALLE	58846.00	.00	58846.00	2021-0163	LIABILTY & WORKERS COMPEN
046381	10/09/20	CVA03	CENTRAL VALLEY ASPHALT	6156.00	.00	6156.00	212490	THIRD INV FOR CONSTRUCTIO
046382	10/09/20	EOC01	TARGET EIGHT ADVISORY	.00 70000.00	.00 .00	.00 70000.00	081220y 10/06/20	Ck# 046170->046170 Repla LOAN TO JULIA A. LOPEZ CH
			Check Total.....:	70000.00	.00	70000.00		
046383	10/09/20	FB001	THE FRESNO BEE	52.00 -52.00	.00 .00	52.00 -52.00	354258 354258u	BALANCE DUE FOR AD# 35425 Ck# 046383 Reversed
			Check Total.....:	.00	.00	.00		
046384	10/09/20	FGS01	FRUIT GROWERS SUPPLY CO	35.96	.00	35.96	92176019	CLEANING BLEACH, SIMPLE G
046385	10/09/20	JHER1	JENNIFER HERNANDEZ	800.00	.00	800.00	1	NEW SIGN FOR CITY HALL PA
046386	10/09/20	LEG02	PORAC LEGAL DEFENSE FUND	688.05	.00	688.05	597689	PORAC LEGAL DEFENSE QUART
046387	10/09/20	LOF16	DAVID LOPEZ	138.87	.00	138.87	10/07/20	WORKSBOOTS FOR D.LOPEZ
046388	10/09/20	LS001	LEE'S SERVICE	199.95	.00	199.95	1059733	UNIT 15-03 ALIGNMENT INV#
046389	10/09/20	OCL02	ORANGE COVE LIQUOR	3139.83	.00	3139.83	SEPT2020	GAS FOR PD FOR MONTH SEPT
046390	10/09/20	SOC03	STATE OF CALIFORNIA DEPAR	145.00	.00	145.00	468467	FINGER PRINTS INV# 468467
046391	10/09/20	UNITY	UNITY IT	3371.61 986.68 1781.37	.00 .00 .00	3371.61 986.68 1781.37	362110 362111 362113	AGREEMENT ENCOPASS INV# 3 AGREEMENT ENCOPASS INV# 3 AGREEMENT ENCOPASS INV# 3
			Check Total.....:	6139.66	.00	6139.66		
046392	10/09/20	VAR01	VARGAS JOSE	83.04	.00	83.04	10/09/20	IPAD PROTECTION FOR J.VAR
046393	10/12/20	RR001	ROY RODRIGUEZ	108.01	.00	108.01	101220	MEDICAL RX REIMBURSEMENT
046394	10/16/20	AFLAC	AFLAC	1242.24	.00	1242.24	522784	AFLAC INSURANCE PREMIUMS
046395	10/16/20	AMCE1	AM CONSULTING ENGINEERS,	49614.38	.00	49614.38	SEPT 2020	PROFESSIONAL SERVICES
046396	10/16/20	CAR02	CARTOZIAN'S AIR CONDITION	987.85	.00	987.85	16814	REMOVED & REPLACED BLOWER
046397	10/16/20	CLS01	CORELOGIC SOLUTIONS, LLC.	300.00	.00	300.00	30499686	SEP 2020-MONTHLY FEE FOR

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046398	10/16/20	DKI01	DAVID KNOTT INCORPORATED	5200.00	.00	5200.00	26166	REMOVE OLD PLAYGROUND EQU
				6200.00	.00	6200.00	26167	EXCAVATE SUBGRADE & DISPO
			Check Total.....:	11400.00	.00	11400.00		
046399	10/16/20	HER01	RUDY HERNANDEZ	8800.00	.00	8800.00	87	FINANCIAL CONSULTING/INTE
046400	10/16/20	IND00	INDUSTRIAL CONTROL AND DE	1600.89	.00	1600.89	15461	SERVICE WORK ON SCADA SYS
046401	10/16/20	O'R01	OREILLY AUTOMOTIVE, INC.	32.37	.00	32.37	161924	SUN VISOR FOR TRUCK WWTP
				-32.37	.00	-32.37	161924u	Ck# 046401 Reversed
				35.07	.00	35.07	163266	FLOOR MAT FOR TRUCK WWTP
				-35.07	.00	-35.07	163266u	Ck# 046401 Reversed
			Check Total.....:	.00	.00	.00		
046402	10/16/20	PD001	PENA'S DISPOSAL	44.86	.00	44.86	53674	ORGANIC REC CART FOR EDA
				38421.67	.00	38421.67	SEP 2020	UTILITY ACCOUNTING FOR SE
			Check Total.....:	38466.53	.00	38466.53		
046403	10/16/20	QUI05	QUIL CORPORATION	87.54	.00	87.54	10794691	OFFICE SUPPLIES FOR ALL D
				34.51	.00	34.51	10795469	OFFICE SUPPLIES FOR ALL D
				136.03	.00	136.03	10948521	OFFICE SUPPLIES FOR ALL D
				11.64	.00	11.64	10951630	OFFICE SUPPLIES FOR ALL D
				117.37	.00	117.37	11024996	OFFICE SUPPLIES FOR DEPTS
			Check Total.....:	387.09	.00	387.09		
046404	10/16/20	RSG01	ROSENOW SPEVACEK GROUP	3067.50	.00	3067.50	1006559	RSG2298-FY 20/21 SUCCESSO
046405	10/16/20	RUB05	RUBALCABA, RACHEL	69.43	.00	69.43	101620	MILEAGE FOR FOOD DRIVE 09
046406	10/16/20	TM001	TUTTLE & MCCLOSKEY	4298.65	.00	4298.65	101620	ATTORNEY PROFESSIONAL ALL
046407	10/16/20	TRE01	MID-VALLEY PUBLISHING INC	27.00	.00	27.00	0320161IN	RECRUIT CHIEF WASTEWATER
				152.10	.00	152.10	0320923IN	RECRUIT POLICE CHIEF AD I
				26.00	.00	26.00	0321264IN	RECRUIT STREET SWEEPER IN
				13.08	.00	13.08	AUG6391FC	FINANCE CHARGE FOR AUGUST
				9.08	.00	9.08	JUL6349FC	FINANCE CHARGE FOR JULY I
				4.19	.00	4.19	JUN6293FC	FINANCE CHARGE FOR JUNE
				25.46	.00	25.46	OCT6478FC	FINANCE CHARGE FOR OCTOBE
				18.70	.00	18.70	SEP6435FC	FINANCE CHARGE FOR SEPTEM
			Check Total.....:	275.61	.00	275.61		
046408	10/16/20	VU001	VALLEY UNIFORM	401.37	.00	401.37	12406-1	2020-UNIFORM ALLOWANCE OF
				40.13	.00	40.13	12408-1	2020-BLK SWYVEL FLASHLIGH
				193.11	.00	193.11	12440-1	2020-UNIFORM ALLOWANCE OF
				36.34	.00	36.34	12634-1	2020-UNIFORM ALLOWANCE SG
				173.55	.00	173.55	12954-1	2020-UNIFORM ALLOWANCE M.
				12.00	.00	12.00	13115-1	UNIFORM ALLOWANCE ALT-HEM
				92.94	.00	92.94	13116-1	UNIFORM ALLOWANCE R.URREA
				135.61	.00	135.61	13292-1	UNIFORM ALLOWANCE BLK WAT
				37.96	.00	37.96	13330-1	UNIFORM ALLOWANCE OFC. R.
			Check Total.....:	1123.01	.00	1123.01		
046409	10/19/20	RR001	ROY RODRIGUEZ	243.11	.00	243.11	101920	MEDICAL REIMBURSEMENT
046410	10/20/20	AIN01	A-1 NATIONAL FENCE, INC	120.76	.00	120.76	11635	TEMP FENCE ON 255 PARK BL
				120.76	.00	120.76	11714	TEMP FENCE ON 255 PARK BL
				120.76	.00	120.76	11751	TEMP FENCE ON 255 PARK BL
			Check Total.....:	362.28	.00	362.28		
046411	10/20/20	AMCE1	AM CONSULTING ENGINEERS,	24457.98	.00	24457.98	AUG 2020	PROFESSIONAL SERVICES
046412	10/20/20	AMERI	AMERITAS LIFE INSURANCE C	582.16	.00	582.16	OCT 2020	EMPLOYEE VISION INSURANCE
				3495.52	.00	3495.52	OCT-2020	EMPLOYEE AD & DENTAL INS.
			Check Total.....:	4077.68	.00	4077.68		
046413	10/20/20	APV01	AMERIPRIDE UNIFORM SERVIC	52.47	.00	52.47	502683646	JANITORIAL SUPPLIES FOR W
				44.64	.00	44.64	502683655	JANITORIAL SUPPLIES FOR C
				49.99	.00	49.99	502683695	JANITORIAL SUPPLIES FOR W
				52.47	.00	52.47	502687377	JANITORIAL SUPPLIES FOR W
				312.30	.00	312.30	502687393	JANITORIAL SUPPLIES FOR C

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046413	10/20/20	APV01	AMERIPRIDE UNIFORM SERVIC	49.99	.00	49.99	502687428	JANITORIAL SUPPLIES FOR W
				48.60	.00	48.60	502687455	JANITORIAL SUPPLIES FOR C
			Check Total.....:	610.46	.00	610.46		
046414	10/20/20	ASI00	ASI ADMINISTRATIVE SOLUTI	148.85	.00	148.85	10/13/20	HEALTH INSURANCE
046415	10/20/20	ATT05	AT & T	764.15	.00	764.15	09/22/20	COMMUNICATION & OVERS
				3297.10	.00	3297.10	09/24/20	CALNET COMMUNICATION
			Check Total.....:	4061.25	.00	4061.25		
046416	10/20/20	ATTT1	AT&T TELECONFERENCE SERVI	955.39	.00	955.39	010003933	TELECONFERENCE SERVICE IN
046417	10/20/20	CEN06	CENTRAL VALLEY SWEEPING	3750.00	.00	3750.00	202018976	MECHANICAL BROOM SWEEPING
046418	10/20/20	CMM01	CITRUS MINI-MART	1863.17	.00	1863.17	1220	GASOLINE FOR WTP, RWTP &
046419	10/20/20	COL10	COLONIAL LIFE	607.04	.00	607.04	0911924	EMPLOYEE BENFIT PROGRAM I
046420	10/20/20	CVC11	CAL VALLEY CONSTRUCTION I	54827.51	.00	54827.51	201202004	FINAL RETENTION PAYMENT W
046421	10/20/20	FCSFF	FRESNO COUNTY SHERIFF	12992.44	.00	12992.44	8017813	DISPATCHING SERVICES INV#
046422	10/20/20	FGS01	FRUIT GROWERS SUPPLY CO	79.27	.00	79.27	92175261	CHAIN SAW SUPPLIES PWD IN
				21.87	.00	21.87	92175514	WATER LEAK SUPPLIES WTP I
				30.17	.00	30.17	92175562	WATER LEAK SUPPLIES WTP I
			Check Total.....:	131.31	.00	131.31		
046423	10/20/20	GTI01	GAR BENNETTT, LLC	1668.21	.00	1668.21	1-890002	CHEMICAL ROUNDUP PWD INV#
046424	10/20/20	JC001	JORGENSEN CO.	45.00	.00	45.00	5900627	FIRE EXT ANNUAL MAINT. FO
046425	10/20/20	NEL01	NELSON'S POWER CENTER	596.56	.00	596.56	242471	BLOWER FOR PWD INV# 24247
046426	10/20/20	O'R01	OREILLY AUTOMOTIVE, INC.	22.56	.00	22.56	157936	BLOWER MOTOR & NUT DRVR S
				32.37	.00	32.37	0161924	SUN VISIOR FOR TRUCK WWTP
				35.07	.00	35.07	0163266	FLOOR MAT FOR TRUCK WWTP
			Check Total.....:	90.00	.00	90.00		
046427	10/20/20	OCTS1	ORANGE COVE TIRE SERVICE	253.96	.00	253.96	25466	K-9 UNIT FRONT BRAKES FOR
046428	10/20/20	RSG01	ROSENOW SPEVACEK GROUP	1300.00	.00	1300.00	1006074	RSG2349-TASK 3-LOAN DOCUM
046429	10/20/20	SEB01	SEBASTIAN	229.60	.00	229.60	01620678	ALARM MONITORING FOR ALL
046430	10/20/20	SM002	SAVEMART SUPERMARKETS	26.02	.00	26.02	804071900	REFRESHMENTS FOR PANEL IN
046431	10/20/20	SUP03	SUPERIOR POOL PRODUCTS LL	1073.60	.00	1073.60	Q2011804	CHLORINE FOR WTP SERVICE
046432	10/20/20	SWRCB	SWRCB	277.50	.00	277.50	1027070	ENFORCEMENT ACTIVITIES IN
046433	10/20/20	VER04	VERONICA RAMIREZ	80.28	.00	80.28	10/15/20	MILEAGE-FRESNO TRAINING 9
046434	10/27/20	APV01	AMERIPRIDE UNIFORM SERVIC	54.98	.00	54.98	502695383	JANITORIAL SUPPLIES FOR W
				50.99	.00	50.99	502695442	JANITORIAL SUPPLIES FOR C
				54.98	.00	54.98	502699265	JANITORIAL SUPPLIES FOR W
				1108.84	.00	1108.84	510117584	UNIFORM ALLOWANCE PWD, WT
				131.49	.00	131.49	510117588	UNIFORM ALLOWANCE PWD J.ME
			Check Total.....:	1401.28	.00	1401.28		
046435	10/27/20	ATACH	AIR TEMP AIR CONDITIONING	12500.00	.00	12500.00	1445	INSTALLATION 8.5 TON.3PHA
046436	10/27/20	DKI01	DAVID KNOTT INCORPORATED	2750.00	.00	2750.00	26187	PLAYGROUND REMOVAL INV# 2
046437	10/27/20	FGS01	FRUIT GROWERS SUPPLY CO	27.25	.00	27.25	92178367	STRING TRIMMER PWD INV# 9
				13.08	.00	13.08	92178625	PLUMBING SUPPLIES PWD INV
				4.08	.00	4.08	92178697	PLUMBING SUPPLIES PWD INV
				9.93	.00	9.93	92178718	PLUMBING SUPPLIES PWD INV
				65.65	.00	65.65	92179877	BATTERIES PWD INV# 921798
				17.55	.00	17.55	92180191	LOCK MASTER CITY HALL INV
			Check Total.....:	137.54	.00	137.54		
046438	10/27/20	FOO02	FOOTHILL AUTO TRUCK & AG	10.77	.00	10.77	887861	MISC TOOL (ACU TRUCK) INV



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046439	10/27/20	FWU01	FRIANT WATER AUTHORITY	347.44 5318.00 1658.82	.00 .00 .00	347.44 5318.00 1658.82	113781 113814 113851	SLEMDWA FOR SEPTEMBER 2020 FKC O & M MONTHLY BILLING SLEMDWA FOR OCTOBER 2020 I
			Check Total.....:	7324.26	.00	7324.26		
046440	10/27/20	IU000	IUOE LOCAL 39	672.30	.00	672.30	10/21/20	UNION DUES OCTOBER 2020
046441	10/27/20	NTU01	NTU TECHNOLOGIES INC	3708.50 6906.45	.00 .00	3708.50 6906.45	11284 11297	CHEMICAL FOR THE WATER TR CHEMICAL FOR THE WTP (COR
			Check Total.....:	10614.95	.00	10614.95		
046442	10/27/20	OCT81	ORANGE COVE TIRE SERVICE	90.42	.00	90.42	25412	TIRE FOR TRUCK# 204 PWD I
046443	10/27/20	PAR33	PARMOUNT PEST SERVICES	355.00	.00	355.00	201000331	PEST CONTROL PWD, WTP, WW
046444	10/27/20	QUI05	QUIL CORPORATION	75.78 142.76 8.20 328.47	.00 .00 .00 .00	75.78 142.76 8.20 328.47	11286842 11314710 11315778 11392549	OFFICE SUPPLIES FOR ALL D OFFICE SUPPLIES FOR ALL D OFFICE SUPPLIES FOR ALL D OFFICE SUPPLIES FOR ALL D
			Check Total.....:	555.21	.00	555.21		
046445	10/27/20	SEB01	SEBASTIAN	155.00 212.50 50.27 50.27 249.60 60.35	.00 .00 .00 .00 .00 .00	155.00 212.50 50.27 50.27 249.60 60.35	24990 25051 10628571 10630154 10630821 10631064	WASTE WATER PLANT LOW VOL CITY YARD LOW VOLTAGE LAB SNACK BAR AT VPL CENTER I CITY YARD INV# 10630154 ALARM MONITORING FOR ALL VICTOR P. LOPEZ CENTER IN
			Check Total.....:	777.99	.00	777.99		
046446	10/27/20	USB01	U.S. BANK CORPORATE PAYME	8033.46	.00	8033.46	10/22/20	CREDIT CARD ENDING 0483-M
046447	10/27/20	VPL01	VICTOR P LOPEZ	500.00 498.54	.00 .00	500.00 498.54	10/27/20 NOV 2020	AUTO ALLOWANCE FOR NOVEMB MEDICAL REIMBURSEMENT FOR
			Check Total.....:	998.54	.00	998.54		
046448	10/27/20	WIN02	WINSUPPLY OF FRESNO COUNT	440.52	.00	440.52	076756 01	COUPLING W/SWIVEL FOR FIR
046449	10/28/20	RR001	ROY RODRIGUEZ	101.68	.00	101.68	10/28/20	MEDICAL REIMBURSEMENT
046450	10/30/20	DHM01	D H MACHINE INC.	363.21	.00	363.21	45625	METAL TUBING FOR VPL CENT
046451	10/30/20	FGS01	FRUIT GROWERS SUPPLY CO	62.44 51.59 11.20	.00 .00 .00	62.44 51.59 11.20	92177640 92177659 92180518	TOOL BOX, BOTTLE WTP INV# PEST SPECTRACIDE WTP INV# DRIAN PIPE UCLOGGER ANIMA
			Check Total.....:	125.23	.00	125.23		
046452	10/30/20	FRON1	FRONTIER	148.87	.00	148.87	10/07/20	COMMUNICATION FOR PD ACCT
046453	10/30/20	LAN09	LANGUAGE LINE SERVICE	16.54	.00	16.54	10096989	OVER THE PHONE INTERPRETA
046454	10/30/20	OCT81	ORANGE COVE TIRE SERVICE	60.35	.00	60.35	25668	UNIT 15-02 OIL CHANGE INV
046455	10/30/20	PGE01	PG & E	37375.60	.00	37375.60	10/05/20	UTILITIES ELECTRICITY ALL
			Cash Account Total.....:	575967.69	.00	575967.69		
			Total Disbursements.....:	575967.69	.00	575967.69		

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045985	11/17/20	AJE01	AJ EXCAVATION, INC.	-159860.69 -57897.75	.00 .00	-158860.69 -57897.75	2020-1561u 2020-1562u	Ck# 045985 Reversed Ck# 045985 Reversed
			Check Total.....:	-216758.44	.00	-216758.44		
046076	11/17/20	AJE01	AJ EXCAVATION, INC.	-12608.78 -7034.18	.00 .00	-12608.78 -7034.18	2020-1589u 2020-1590u	Ck# 046076 Reversed Ck# 046076 Reversed
			Check Total.....:	-19642.96	.00	-19642.96		
046387	11/09/20	LOP16	DAVID LOPEZ	-138.87 138.87	.00 .00	-138.87 138.87	10/07/20u 10/07/20y	Ck# 046387 Reversed Ck# 046387->046387 Repla
			Check Total.....:	.00	.00	.00		
046456	11/02/20	DIO00	DIONICIO RODRIGUEZ JR.	1350.00	.00	1350.00	11/02/20	PROF.SERVICES WATER TREAT
046457	11/02/20	GARC2	AGUSTINA GARCIA PACHECO	2000.00	.00	2000.00	10/30/20	SMALL BUSINESS GRANT PROG
046458	11/02/20	GUER3	STUDIO 316	2000.00	.00	2000.00	10/30/20	SMALL BUSINESS GRANT PROG
046459	11/02/20	HAMA1	IBRAHIM HAMAD	2000.00	.00	2000.00	10/30/20	SMALL BUSINESS GRANT PROG
046460	11/02/20	HER01	RUDY HERNANDEZ	8800.00	.00	8800.00	88	FINANCIAL CONSULTING/INTE
046461	11/02/20	LEMU1	A AND M CAR SALES	2000.00	.00	2000.00	11/02/20	SMALL BUSINESS GRANT PROG
046462	11/02/20	MAC03	MACIAS AUTO SALES	2000.00	.00	2000.00	10/30/20	SMALL BUSINESS GRANT PROG
046463	11/02/20	ORTI2	MUEBLERIA & BOUTIQUE TERE	2000.00	.00	2000.00	11/02/20	SMALL BUSINESS GRANT PROG
046464	11/02/20	TFB03	THE FLOWER BASKET	2000.00	.00	2000.00	10/30/20	SMALL BUSINESS GRANT PROG
046465	11/02/20	TUDIS	TUDIS BAR	2000.00	.00	2000.00	11/02/20	SMALL BUSINESS GRANT PROG
046466	11/02/20	VER04	VERONICA RAMIREZ	80.04 -80.04	.00 .00	80.04 -80.04	10/30/20 10/30/20u	MILEAGE - FRESNO TRAINING Ck# 046466 Reversed
			Check Total.....:	.00	.00	.00		
046467	11/02/20	\L001	LANDEROS, LEONARDO FABIO	40.90	.00	40.90	000C01101	MQ CUSTOMER REFUND FOR LA
046468	11/02/20	\M002	MAGALLON, RAQUEL	25.01	.00	25.01	000C01101	MQ CUSTOMER REFUND FOR MA
046469	11/02/20	\P001	PEREZ, AMERICO	19.77	.00	19.77	000C01101	MQ CUSTOMER REFUND FOR PE
046470	11/02/20	\R002	RODRIGUEZ, RODOLFO	47.20	.00	47.20	000C01101	MQ CUSTOMER REFUND FOR RO
046471	11/02/20	\S003	SANCHEZ, SILVIA	38.65	.00	38.65	000C01101	MQ CUSTOMER REFUND FOR SA
046472	11/02/20	\T002	THOMAS, DANIELLE	49.58	.00	49.58	000C01101	MQ CUSTOMER REFUND FOR TH
046473	11/03/20	CAR06	CARMEN'S BOUTIQUE	2000.00	.00	2000.00	11/03/20	SMALL BUSINESS GRANT PROG
046474	11/03/20	EOC01	TARGET EIGHT ADVISORY	40000.00	.00	40000.00	11/03/20	LOAN TO JULIA A LOPEZ DEV
046475	11/03/20	HER01	RUDY HERNANDEZ	75.40	.00	75.40	11/03/20	CHARGING CORD FOR LAPTOP
046476	11/05/20	ASI00	ASI ADMINISTRATIVE SOLUTI	658.00 658.00 658.00 658.00 705.00 658.00 705.00	.00 .00 .00 .00 .00 .00 .00	658.00 658.00 658.00 658.00 705.00 658.00 705.00	06/01/20 APR 2020 AUG 2020 MAY 2020 OCT 2020 JULY 2020 SEPT 2020	JUNE 2020 MONTHLY MEDICAL APRIL MONTHLY MEDICAL ADM AUGUST 2020 MONTHLY MEDIC MAY 2020 MONTHLY MEDICAL OCTOBER MONTHLY MEDICAL A JULY 2020 MONTHLY MEDICAL SEPTEMBER 2020 MONTHLY ME
			Check Total.....:	4700.00	.00	4700.00		
046477	11/05/20	FCC02	FRESNO COUNTY CLERK/ REGI	2456.75 -2456.75 2456.75 -2456.75	.00 .00 .00 .00	2456.75 -2456.75 2456.75 -2456.75	BP20-178 BP20-178u BP20-0179 BP20-0179u	FRESNO COUNTY CLERK ANNEX Ck# 046477 Reversed FRESNO COUNTY CLERK ANNEX Ck# 046477 Reversed
			Check Total.....:	.00	.00	.00		
046478	11/05/20	QUI05	QUIL CORPORATION	12.95 86.80 18.45	.00 .00 .00	12.95 86.80 18.45	11118381 11156610 11157412	OFFICE/JANITORIAL SUPPLIE OFFICE/JANITORIAL SUPPLIE OFFICE/JANITORIAL SUPPLIE

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046478	11/05/20	QUI05	QUIL CORPORATION	2.16	.00	2.16	11199547	OFFICE/JANITORIAL SUPPLIE
			Check Total.....:	120.36	.00	120.36		
046479	11/05/20	UNDO1	UNDERGROUND SERVICE ALERT	129.52	.00	129.52	41DIG20	CALIFORNIA STATE FEE FOR
				132.15	.00	132.15	412019DIG	CALIFORNIA STATE FEE FOR
			Check Total.....:	261.67	.00	261.67		
046480	11/09/20	FCC02	FRESNO COUNTY CLERK	2456.75	.00	2456.75	BP20-0178	FRESNO COUNTY CLERK ANNEX
046481	11/09/20	FCC02	FRESNO COUNTY CLERK	2456.75	.00	2456.75	BP20179	FRESNO COUNTY CLERK ANNEX
046482	11/10/20	A.M01	A.M PECHE & ASSOCIATES LL	1037.50	.00	1037.50	10/30/20	FINANCIAL CONSULTING SERV
046483	11/10/20	AMERI	AMERITAS LIFE INSURANCE C	580.64	.00	580.64	NOV 2020	EMPLOYEE VISION INS. COVE
				3491.00	.00	3491.00	NOV-2020	EMPLOYEE DENTAL INS. COVE
			Check Total.....:	4071.64	.00	4071.64		
046484	11/10/20	ANI01	ANIMAL CARE EQUIPMENT & S	108.72	.00	108.72	84973	ANIMAL CONTROL DEPT. STEE
				112.79	.00	112.79	85028	ANIMAL CONTROL DEPT. CAT
			Check Total.....:	221.51	.00	221.51		
046485	11/10/20	APV01	AMERIPRIDE UNIFORM SERVIC	59.55	.00	59.55	502649297	JANITORIAL SUPPLIES
				106.96	.00	106.96	502695434	JANITORIAL SUPPLIES
				41.66	.00	41.66	502695438	JANITORIAL SUPPLIES
				106.96	.00	106.96	502703029	JANITORIAL SUPPLIES FOR P
				41.66	.00	41.66	502703033	JANITORIAL SUPPLIES FOR P
			Check Total.....:	356.79	.00	356.79		
046486	11/10/20	ATT05	AT & T	93.00	.00	93.00	015508248	CALNET COMMUNICATION ACCT
				676.87	.00	676.87	015508249	CALNET COMMUNICATION ACCT
				123.81	.00	123.81	015508250	CALNET COMMUNICATION ACCT
				298.16	.00	298.16	015508251	CALNET COMMUNICATION ACCT
				45.63	.00	45.63	015508253	CALNET COMMUNICATION ACCT
				64.27	.00	64.27	015508254	CALNET COMMUNICATION ACCT
				64.43	.00	64.43	015508255	CALNET COMMUNICATION ACCT
				60.45	.00	60.45	015508257	CALNET COMMUNICATION ACCT
				1520.87	.00	1520.87	015508258	CALNET COMMUNICATION INV#
				820.54	.00	820.54	015508259	CALNET COMMUNICATION FOR
				349.27	.00	349.27	015508283	CALNET COMMUNICATION FOR
				2858.56	.00	2858.56	015513351	CALNET COMMUNICATION ACCT
			Check Total.....:	6975.86	.00	6975.86		
046487	11/10/20	ATM1	AT&T MOBILITY	820.76	.00	820.76	OCT 2020	AT&T FIRSTNET - OCTOBER 2
046488	11/10/20	CLS01	CORELOGIC SOLUTIONS, LLC.	300.00	.00	300.00	30504092	OCT 2020-MONTHLY FEE FOR
046489	11/10/20	COL07	COLANTUONO, HIGHSMITH & W	245.29	.00	245.29	42851	LETIGATION SERV. JUNE 202
				123.90	.00	123.90	43368	LETIGATION SERV. JULY 202
				146.19	.00	146.19	43741	LETIGATION SERV. AUGUST 2
			Check Total.....:	515.38	.00	515.38		
046490	11/10/20	DAP01	DODSON AUTO PARTS	416.76	.00	416.76	48614	PLASTIC WELL FOR VALVE CA
				129.36	.00	129.36	48617	BATTERY FOR TRUCK
				32.38	.00	32.38	48629	FLUX WIRE FOR WELDING
				29.12	.00	29.12	48632	MATERIAL FOR PUMP PACKING
				7.54	.00	7.54	48697	MEASURE TAPE
			Check Total.....:	615.16	.00	615.16		
046491	11/10/20	DEL01	DEL BOSQUE MARIA ERMELIND	30.91	.00	30.91	10/07/20	UTILITIES ELECTRICITY PER
046492	11/10/20	DLC01	DINUBA LUMBER CO	619.42	.00	619.42	164992	BOBCAT & AUGER DRIVER REN
				439.41	.00	439.41	168199	PAINT SPRAYER FOR PWD INV
			Check Total.....:	1058.83	.00	1058.83		
046493	11/10/20	EST10	JOE ESTRADA	23.19	.00	23.19	53812	PROPANE FOR PUBLIC WORKS-
046494	11/10/20	FEC01	FEDEX	51.06	.00	51.06	715270764	VV MANUFACTURING (BADGES)
046495	11/10/20	FGS01	FRUIT GROWERS SUPPLY CO	17.20	.00	17.20	92177418	WASP SPRAY

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046496	11/10/20	FJCO1	FLOYD JOHNSTON CONSTRUCTI	71537.38	.00	71537.38	2010NC-03	WORK COMPLETED ON THE TEM
046497	11/10/20	FOO02	FOOTHILL AUTO TRUCK & AG	13.49 75.02 7.01 140.43 13.49	.00 .00 .00 .00 .00	13.49 75.02 7.01 140.43 13.49	888016 888097 888276 888568 889017	PD UNIT/SUPPLIES HEADLAMP MOBIL 5W20 OIL CASE X12 BRAKE LAMP PATROL FLEET 14 WIPER BLA ANIMAL CONTROL PATROL UNI
			Check Total.....:	249.44	.00	249.44		
046498	11/10/20	FRE30	FRESNO COUNCIL OF GOVERN	370.00	.00	370.00	07/13/20	MEMBER DUES FOR 2020/2021
046499	11/10/20	HER01	RUDY HERNANDEZ	990.00	.00	990.00	89	FINANCIAL CONSULTING/INTE
046500	11/10/20	LCAP1	LC ACTION POLICE SUPPLY,	5238.11	.00	5238.11	405358	POLICE DEPT. GLOCKS REMAI
046501	11/10/20	OCID1	ORANGE COVE IRRIGATION	2967.00 1708.82 1687.32	.00 .00 .00	2967.00 1708.82 1687.32	NOV 20 11/2020 NOV 2020	STANDBY CHARGES FOR THE Y STANDBY CHARGES FOR THE Y STANDBY CHARGES FOR THE Y
			Check Total.....:	6363.14	.00	6363.14		
046502	11/10/20	OCTS1	ORANGE COVE TIRE SERVICE	253.96 226.70 226.70	.00 .00 .00	253.96 226.70 226.70	25675 25722 25737	PATROL FLEET MAINTENANCE PATROL MAINTENANCE 15-01 UNIT 15-03 FRONT BRAKES I
			Check Total.....:	707.36	.00	707.36		
046503	11/10/20	OSC00	OSCAR J. GARCIA C.P.A	169.98 1566.14 3012.12	.00 .00 .00	169.98 1566.14 3012.12	11/05/20 37802106 37802103S	SECURED PROPERTY TAXES PA SECURED PROPERTY TAXES PA SECURED PROPERTY TAXES PA
			Check Total.....:	4748.24	.00	4748.24		
046504	11/10/20	PC001	PATRICK & CO.	206.02	.00	206.02	11/06/20	ANIMAL CONTROL DEPT. DOG
046505	11/10/20	PSP01	PSP STORES LLC	110.09	.00	110.09	068552609	DOG FOOD INV# 10-06855260
046506	11/10/20	QAR01	QUALITY AUTO REPAIR	4377.59	.00	4377.59	Q003671	CHIEFS PATROL BURNED UNIT
046507	11/10/20	QUI05	QUIL CORPORATION	45.68	.00	45.68	11354119	OFFICE SUPPLIES FOR PD IN
046508	11/10/20	SAM01	SAM JORGENSEN PUMP CO.,	420.00	.00	420.00	2001256-I	HEAD WORKS 3 PUMPS INSTAL
046509	11/10/20	SELF1	SELF-HELP ENTERPRISES	2500.00	.00	2500.00	11/04/20	2020 CALHOME APPLICATION
046510	11/10/20	SOC03	STATE OF CALIFORNIA DEPAR	130.00	.00	130.00	473806	LIVESCAN FINGERPRINTS INV
046511	11/10/20	SUR01	SURVEILLANCE INTEGRATION	285.55	.00	285.55	7454	UPDATE ON CAMERAS
046512	11/10/20	TEN01	THE LINCOLN NATIONAL LIFE	523.68	.00	523.68	NOV-2020	EMPLOYEES LIFE INS. COVER
046513	11/10/20	TM001	TUTTLE & MCCLOSKEY	5295.00	.00	5295.00	867	ATTORNEY PROFESSIONAL ALL
046514	11/10/20	TOF01	THE OFFICE CITY	168.23	.00	168.23	TM1667194	OFFICE SUPPLIES FOR ALL D
046515	11/10/20	UNITY	UNITY IT	4005.68 242.85 994.63	.00 .00 .00	4005.68 242.85 994.63	362130 362131 362187	AGREEMENT ENCOPASS INV# 3 AGREEMENT ENCOPASS INV# 3 AGREEMENT ENCOPASS INV# 3
			Check Total.....:	5243.16	.00	5243.16		
046516	11/10/20	USA01	USA BLUE BOOK	275.17 1229.05	.00 .00	275.17 1229.05	355458 359627	TWO SETS OF DIP NETS WITH NEW OVEN FURNES FOR TOTA
			Check Total.....:	1504.22	.00	1504.22		
046517	11/12/20	CHAA1	CHAPA'S AUTOMOTIVE	481.59 581.09	.00 .00	481.59 581.09	10822 10823	WORK ON UNIT' 15-05 REPAIR UNIT 1503 REPAIR INV# 108
			Check Total.....:	1062.68	.00	1062.68		
046518	11/12/20	JIM00	JIM MANNING DODGE, INC	40534.78 59245.77	.00 .00	40534.78 59245.77	11/06/20 NOV 06/20	UTILITY TRUCK '19 RAM 250 UTILITY TRUCK 2019 RAM 35
			Check Total.....:	99780.55	.00	99780.55		
046519	11/12/20	PRICE	PRICE PAIGE & COMPANY	8885.00	.00	8885.00	17927	PROFESSIONAL SERVICES REN

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046519	11/12/20	PRICE	PRICE PAIGE & COMPANY	8705.00 11670.00	.00 .00	8705.00 11670.00	18016 18145	PROFESSIONAL SERVICES REN PROFESSIONAL SERVICES REN
			Check Total.....:	29260.00	.00	29260.00		
046520	11/12/20	RR001	ROY RODRIGUEZ	10.00 10.00 3.50 20.00 7.63	.00 .00 .00 .00 .00	10.00 10.00 3.50 20.00 7.63	10/29/20 11/03/20 11/06/20 11/09/20 11/12/20	MEDICAL REIMBURSEMT MEDICAL REIMBURSEMRNT MEDICAL REIMBURSEMENT MEDICAL REIMBURSEMENT MEDICAL REIMBURSEMENT
			Check Total.....:	51.13	.00	51.13		
046521	11/12/20	RSG01	ROSENOW SPEVACEK GROUP	2560.00	.00	2560.00	1006650	SUCCESSOR AGENCY ADMIN SE
046522	11/12/20	VPL01	VICTOR P LOPEZ	263.10	.00	263.10	11/12/20	MEDICAL REIMBURSEMENT
046523	11/13/20	ALH01	SPARKLETTS	365.36 230.66	.00 .00	365.36 230.66	100120 110120	WATER SERVICE & EQUIPMENT WATER SERVICE & EQUIPMENT
			Check Total.....:	596.02	.00	596.02		
046524	11/13/20	ATTM1	AT&T MOBILITY	2103.89	.00	2103.89	10242020	COMMUNICATION-OCTOBER 202
046525	11/13/20	CMW01	CITRUS MINI-MART	1916.45	.00	1916.45	1221	GAS-OCTOBER INV#1221 FOR
046526	11/13/20	DLI01	DE LAGE LANDEN PUBLIC FIN	3951.10 4038.91 3762.95	.00 .00 .00	3951.10 4038.91 3762.95	69425909 69759671 70200591	COPIER LEASE INV# 6942590 COPIER LEASE FOR ALL DEPT COPIER LEASE FOR ALL DEPT
			Check Total.....:	11752.96	.00	11752.96		
046527	11/13/20	STA04	STATE WATER RESOURCES CON	60.00	.00	60.00	11/13/20	CERTIFICATION RENEWAL-WTP
046528	11/16/20	VER04	VERONICA RAMIREZ	80.04	.00	80.04	10/30/20y	CK# 046528->046466 Repla
046529	11/16/20	ACE05	OC TACO SHOP	2000.00	.00	2000.00	11/16/20	SMALL BUSINESS GRANT PROG
046530	11/16/20	HER01	RUDY HERNANDEZ	8800.00	.00	8800.00	90	FINANCIAL CONSULTING/INTE
046531	11/19/20	COL07	COLANTUONO, HIGHSMITH & W	211.45	.00	211.45	44063	LITIGATION SERVICES SEPTE
046532	11/19/20	IUO00	IUOE LOCAL 39	672.30	.00	672.30	11/19/20	UNION DUES NOVEMBER 2020
046533	11/19/20	MER00	MERCADO, RICARDO	650.00	.00	650.00	11/16/20	ORANGE COVE BUDGET REPORT
046534	11/19/20	PRO21	PROFESSIONAL PRINT & MAIL	2643.66 391.91 1250.89	.00 .00 .00	2643.66 391.91 1250.89	105186 105508 105510	PRINTING COVID-19 ASSISTA INSERT-HALLOWEEN & COVID- PRINTING-SEPTEMBER 2020 U
			Check Total.....:	4286.46	.00	4286.46		
046535	11/19/20	FUR01	PURCHASE POWER	12.99	.00	12.99	OCT132020	POSTAGE
046536	11/19/20	RR001	ROY RODRIGUEZ	133.72	.00	133.72	11/16/20	MEDICAL REIMBURSEMENT
046537	11/24/20	AFLAC	AFLAC	1242.24	.00	1242.24	933489	AFLAC INSURANCE PREMIUMS
046538	11/24/20	AMCE1	AM CONSULTING ENGINEERS,	31584.01	.00	31584.01	11/11/20	PROFESSIONAL SERVICES
046539	11/24/20	ASI00	ASI ADMINISTRATIVE SOLUTI	606.06 99.82	.00 .00	606.06 99.82	10/27/20 11/11/20	HEALTH INSURANCE HEALTH INSURANCE
			Check Total.....:	705.88	.00	705.88		
046540	11/24/20	BOR01	BUREAU OF RECLAMATION	5249.98	.00	5249.98	OCT 2020	WATER SUPPLY OCTOBER 2020
046541	11/24/20	CHAA1	CHAPA'S AUTOMOTIVE	1370.99	.00	1370.99	10873	WORK DONE ON 2004 GMC FLA
046542	11/24/20	COFRI	COUNTY OF FRESNO AUDITOR	1142.22	.00	1142.22	11/24/20	LAFCO BUDGET FOR FISCAL Y
046543	11/24/20	COL10	COLONIAL LIFE	607.04	.00	607.04	1009927	EMPLOYEE BENEFIT PROGRAM I
046544	11/24/20	CWS01	CORBIN WILLITS SYSTEM	1560.00	.00	1560.00	000C01015	ENHANCEMENT & SERVICE FE
046545	11/24/20	DARK1	DARKSIDE CUSTOMZ	5440.72	.00	5440.72	11/24/20	2016 FORD TAURUS CHIEFS U
046546	11/24/20	FCSFF	FRESNO COUNTY SHERIFF	12992.44	.00	12992.44	SO17880	DISPATCHING SERVICES

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046546	11/24/20	FCSFF	FRESNO COUNTY SHERIFF	937.20	.00	937.20	8017906	PRISONER PROCESSING SERVI
			Check Total.....:	13929.64	.00	13929.64		
046547	11/24/20	FUAU1	FRIANT WATER AUTHORITY	5318.00	.00	5318.00	113905	FKC O&M MONTHLY BILLING F
046548	11/24/20	HIN01	HINDERLITER DELLAMAS & AS	9.68	.00	9.68	SIN003683	AUDIT SERVICES-SALES TAX
046549	11/24/20	ICG01	INTERWEST CONSULTING GROU	1620.00	.00	1620.00	64306	AMAYA VILLAGE 81 UNIT APT
046550	11/24/20	JC001	JORGENSEN CO.	324.00	.00	324.00	07/20/20	FIRE EXTINGUISHER REFILL
046551	11/24/20	LIE01	LIEBERT CASSIDY WHITMORE	1267.00 13388.80	.00 .00	1267.00 13388.80	1507553 1507554	PROFESSIONAL SERVICES REN PROFESSIONAL SERVICES REN
			Check Total.....:	14655.80	.00	14655.80		
046552	11/24/20	LOP16	DAVID LOPEZ	350.00 19.70	.00 .00	350.00 18.70	11/23/20 11/24/20	FACE MASKS FOR COVID-19 REFRESHMENTS-CHRISTMAS TO
			Check Total.....:	368.70	.00	368.70		
046553	11/24/20	MONTE	MONTERREY TORTILLERIA	2000.00	.00	2000.00	11/17/20	SMALL BUSINESS GRANT PROG
046554	11/24/20	OCL02	ORANGE COVE LIQUOR	3429.52	.00	3429.52	OCT 2020	GAS FOR PD MONTH OCTOBER
046555	11/24/20	PD001	PENA'S DISPOSAL	44.86 34061.40	.00 .00	44.86 34061.40	543251 OCT 2020	ORGANIC REC CART INV# 543 UTILITY ACCOUNTING FOR OC
			Check Total.....:	34106.26	.00	34106.26		
046556	11/24/20	PGE01	PG & E	32539.70	.00	32539.70	11/20/20	UTILITY ELECTRICITY FOR A
046557	11/24/20	SOC03	STATE OF CALIFORNIA DEPAR	49.00	.00	49.00	479167	LIVE SCAN FINGERPRINTS
046558	11/24/20	TGC02	THE GAS COMPANY	72.03	.00	72.03	11/02/20	UTILITIES GAS ACCT#
046559	11/24/20	TRE01	MID-VALLEY PUBLISHING INC	450.00 240.00 165.00	.00 .00 .00	450.00 240.00 165.00	0321646IN 0321647IN 0321648IN	AD/PUBLICATION 10/1/20 MA AD/PUBLICATION 10/22/20 D AD/PUBLICATION 10/22/20 2
			Check Total.....:	855.00	.00	855.00		
046560	11/24/20	UNITY	UNITY IT	4206.71 32.37	.00 .00	4206.71 32.37	362211 362212	COMMUNICATION SERVICES COMMUNICATION SERVICES
			Check Total.....:	4239.08	.00	4239.08		
046561	11/24/20	VPL01	VICTOR P LOPEZ	31.45 500.00 498.54	.00 .00 .00	31.45 500.00 498.54	11/11/20 11/24/20 DEC 2020	MEDICAL REIMBURSEMENT AUTO ALLOWANCE FOR DECEMB MEDICAL REIMBURSEMENT CO
			Check Total.....:	1029.99	.00	1029.99		
046562	11/30/20	APV01	AMERIPRIDE UNIFORM SERVIC	106.96 67.81	.00 .00	106.96 67.81	502710845 502710851	JANITORIAL SUPPLIES FOR P JANITORIAL SUPPLIES FOR P
			Check Total.....:	174.77	.00	174.77		
046563	11/30/20	ATTT1	AT&T TELECONFERENCE SERVI	586.27	.00	586.27	011003867	TELECONFERENCE SERVICE IN
046564	11/30/20	BSK01	BSK ASSOCIATES	140.00 110.00 140.00 140.00	.00 .00 .00 .00	140.00 110.00 140.00 140.00	AD20104 AD20743 AD21430 AD21902	WATER SAMPLES FOR WTP INV WATER SAMPLES FOR WTP INV WATER SAMPLES FOR WTP INV WATER SAMPLES FOR WTP INV
			Check Total.....:	530.00	.00	530.00		
046565	11/30/20	CWS01	CORBIN WILLITS SYSTEM	780.00 938.47	.00 .00	780.00 938.47	000C01031 00C010151	ENCHANCEMENT SERVICE FEES ENCHANCEMENT & SERVICE FE
			Check Total.....:	1718.47	.00	1718.47		
046566	11/30/20	FGS01	FRUIT GROWERS SUPPLY CO	25.41 97.47	.00 .00	25.41 97.47	92182501 92186660	WORK SUPPLIES FOR FWD INV HEAD WORKS FLOW SWITCH RE
			Check Total.....:	122.88	.00	122.88		
046567	11/30/20	FOO02	FOOTHILL AUTO TRUCK & AG	27.56	.00	27.56	887575	TRAILER SAFTY LIGHTS WWT

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046567	11/30/20	FOO02	FOOTHILL AUTO TRUCK & AG	48.01	.00	48.01	887776	CHAIN CONNECTER FOR INF P
				132.10	.00	132.10	888281	SAFTY TOW FOR DISKER TO S
				70.18	.00	70.18	888320	MOUNT FOR TRAILER WWT INV
			Check Total.....:	277.85	.00	277.85		
046568	11/30/20	GRA01	GRAINGER	125.03	.00	125.03	705583145	HEAD WORKS WASHER SOLENOI
046569	11/30/20	QUI05	QUIL CORPORATION	73.08	.00	73.08	11800573	OFFICE SUPPLIES FOR PD IN
				67.95	.00	67.95	11833519	OFFICE SUPPLIES FOR PD I
			Check Total.....:	141.03	.00	141.03		
046570	11/30/20	ROB11	ROBERT V. JENSEN INC	1006.53	.00	1006.53	0495744IN	DISSEL FUEL FOR HEAVY EQU
046571	11/30/20	RR001	ROY RODRIGUEZ	141.56	.00	141.56	11/30/20	MEDICAL REIMBURSEMENT R.R
046572	11/30/20	VER04	VERONICA RAMIREZ	.00	.00	.00	10/30/20y	Ck# 046528->046466 Repla
				88.62	.00	88.62	11/13/20	MILEAGE-FRESNO TRAINING 1
			Check Total.....:	88.62	.00	88.62		
			Cash Account Total.....:	303765.55	.00	303765.55		
			Total Disbursements.....:	303765.55	.00	303765.55		

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## ENGINEER'S REPORT

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**TO:** CITY COUNCIL  
**FROM:** ALFONSO MANRIQUE, PE  
AM CONSULTING ENGINEERS, INC.  
**SUBJECT:** PROJECT PROGRESS UPDATE  
**DATE:** DECEMBER 9, 2020

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This Engineer's Report provides an update on the progress made on the various projects since November 10, 2020 that we are currently working on:

1. FHWA Projects

a. D Street Sidewalks

The Notice to proceed for this Project was issued to Todd Companies (contractor) on November 16, 2020. At this time, the contractor has completed the following items: demolition of the existing concrete curb returns, clearing and grubbing, construction of three concrete curb returns with ADA ramp, and construction of the pedestrian sidewalk. Staff estimates that construction of this project will be complete either by the end of the week or at the beginning of the week of December 14<sup>th</sup>. Following construction of the improvements, staff will conduct a site walkthrough to confirm that all improvements meet the requirement of the plans and technical specification.

2. Water Enterprise

a. Update on Friant Kern Canal Shut Down -- Temporary Cofferdam Project

The Friant Water Authority (FWA) has started their required maintenance of the Friant Kern Canal. Although water in the canal has decreased, the City still has access to pump water from the canal and into the basins. The FWA has notified the City that they will be applying a weed abatement chemical in the canal and the City will not have access to water in the canal for two weeks. Prior to this application, the FWA will increase flow in the canal upstream from the cofferdam so that the City can refill the water storage basins.

The City is currently investigating other water sources that can supply water to the City during future shutdowns. In addition to installation of the cofferdam, the City is investigating the feasibility of alternative water sources such as constructing groundwater wells outside of the City and entering into an exchange agreement with Alta Irrigation District. The City is currently waiting for the State Water Resources Control Board to approve the City's Drinking Water State Revolving Fund (DWSRF) planning application for the preparation of a feasibility study that will evaluate the feasibility of alternative water supplies. All alternatives evaluated in the Study will be designed to meet the City's projected water demand during the shutdown period (November through February), including additional water demand of future housing developments.

3. EDA Off-site Improvements at Northwest Corner of Park Blvd and Anchor Ave

The EDA's legal department has approved the draft agreement for "On-Call Engineering Services for Federally and State Funded Transportation Projects". Staff is recommending that the City Council



approve the Agreement during tonight's meeting. Following execution of the Agreement, AM Consulting Engineers can proceed with the engineering services and design of this project.

4. City Hall Parking Lot and Sixth Street Sidewalk Improvements

Staff conducted a final walkthrough of the project site on November 12<sup>th</sup> and confirmed that all items on the punch list had been addressed. Staff is recommending that City Council approve the Notice of completion at tonight's meeting.

5. Street Sweeper

The street sweeper was delivered to the City on November 23<sup>rd</sup>. Municipal Maintenance Equipment will be scheduling a training session with Staff to go over operation of the sweeper.

6. Local Early Action Planning Grant Application

The City was informed by HCD on November 30<sup>th</sup> that the City's application was approved and has been awarded the \$65,000 in grant funds. The funds will be used for the preparation of the annexation applications for the Macias and Howard Developments, to prepare and adopt an Accessory Dwelling Unit (ADU) Ordinance and Pre-Approved Prototype Architecture Plans for ADUs, update the City's zoning map and prepare the annual housing element updates.


7. Proposition 68 – State of California Parks and Water Bond Act of 2018

a. Round 4 – Statewide Park Development and Community Revitalization Program

The grant deadline has been extended from December 14, 2020 to March 12, 2021. Staff will hold the last public workshop in January. Due to the updated COVID-19 restrictions, it is likely that the workshop will be held on Zoom.



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Alfonso Manrique, City Engineer   
**Subject:** Authorize the City Manager to file and record with the County of Fresno a Notice of Completion for the City Hall Parking Lot and 6<sup>th</sup> Street Sidewalk Improvements Project

**Attachments:** Resolution 2020-

### **RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Resolution and authorize the City Manager to file and record a Notice of Completion with County of Fresno for the City Hall Parking Lot and 6<sup>th</sup> Street Sidewalk Improvements Project (Project).

### **BACKGROUND:**

In April 2017, the California State legislature passed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, providing \$54 billion statewide over the next decade for transportation infrastructure improvements. Beginning November 1, 2018, the State Controller began depositing this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is being apportioned by formula to eligible cities and counties pursuant to Streets and highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and road system. In Fiscal Year (FY) 2019-20, the City received \$165,727 in RMRA funding from SB 1, and is estimated to receive the \$188,396 in RMRA funding in this fiscal year.

On May 13, 2020, the City Council awarded the Project to Central Valley Asphalt for a total bid of \$172,265.00. The Project consisted of reconstructing the City Hall parking lot, the pedestrian sidewalk and curb and gutter along the west side of 6<sup>th</sup> Street, and curb ramps to meet ADA

Prepared by: AM Consulting Engineers

Approved by: Alfonso Manrique

REVIEW: City Manager: \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

#### **TYPE OF ITEM:**

#### **COUNCIL ACTION: APPROVED DENIED NO ACTION**

\_\_\_\_ Consent  
\_\_\_\_ Info Item  
X Action Item  
\_\_\_\_ Department Report  
\_\_\_\_ Redevelopment Agency

\_\_\_\_ Public Hearing  
\_\_\_\_ Matter Initiated by a Council Member  
\_\_\_\_ Other  
\_\_\_\_ Continued to: \_\_\_\_\_

requirements.

On October 13, 2020, staff and Central Valley Asphalt conducted a walk through of the project site. Following the walk through, staff provided Central Valley Asphalt with a "punch-list" of items that needed to be addressed. Staff conducted a final walk through on November 12<sup>th</sup> and confirmed that all items on the punch-list had been addressed and the Project has been completed according to the plans and technical specifications. Based on the findings of the final walkthrough, the Project can be accepted and deemed complete.

**FISCAL IMPACT:**

There is no Fiscal Impact associated with filing the Notice of Completion. The project was completed using SB1 grant funds provided through RMRA funding.

**CONFLICT OF INTEREST:**

None.

**RECORDING REQUESTED BY:  
AND FOR THE BENEFIT OF,**

City of Orange Cove  
No Fee-Gov't. Code Sections  
6103 and 27383

**WHEN RECORDED, MAIL TO:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is: **City of Orange Cove**
3. The full address of the owner is: **633 Sixth Street, Orange Cove, CA 93646**
4. The nature of the interest or estate of the owner is: **In Fee**
5. A work of improvement on the property hereinafter described was completed on: **December 9, 2020**. The work done was: **City Hall Parking Lot and Sixth Street Sidewalk Improvements Project, consisting of reconstructing the Orange Cove City Hall parking lot, pedestrian sidewalk and curb and gutter along the west side of Sixth Street, and ADA curb ramps.**
6. The name of the contractor, if any, for such work of improvement was: **Doug Ross, Inc. dba Central Valley Asphalt, 23494 Road 196 Lindsay, CA 93247.**
7. The properties on which said work of improvement was completed is in the City of Orange Cove, County of Fresno, State of California, and is described as follows: **Orange Cove City Hall at 633 Sixth Street Orange Cove, CA 93646 and the pedestrian sidewalk along the west side of Sixth Street between Park Boulevard and C Street.**
8. The street address of said property is: **633 Sixth Street Orange Cove, CA 93646 and the physical location of the pedestrian sidewalk is along the west side of Sixth Street between Park Boulevard and C Street.**
9. **Resolution No. 2020-#**, adopted December 9, 2020, **is Attached Hereto and Made a Part Hereof.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rudy Hernandez  
City Manager

**VERIFICATION**

I, the undersigned, say: I am the Engineer for the City of Orange Cove, the declarant of the foregoing notice of completion;

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Alfonso Manrique  
City Engineer

Executed on \_\_\_\_\_, 2020, at \_\_\_\_\_, Fresno, CA.  
(DATE) (LOCATION)

RESOLUTION NO. 2020-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE CITY HALL PARKING  
LOT AND 6<sup>th</sup> STREET SIDEWALK IMPROVEMENTS PROJECT AND AUTORIZING THE  
CITY MANAGER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF  
FRESNO'S RECORDER'S OFFICE

WHEREAS, the City of Orange Cove's City Hall Parking Lot and 6th Street Sidewalk Improvements Project has been completed per the plans and specifications; and

WHEREAS, there are no outstanding matters with the contractor; and

WHEREAS, it is necessary and desirable that the Notice of Completion be filed with the Fresno County's Recorder Office.

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. The City Council using their independent judgment, hereby accepts the subject project; and
3. The City Council hereby accepts the subject project for maintenance in accordance with the provisions of the contract and applicable policies; and
4. The City Council approves the Notice of Completion for the construction improvements for the City Hall Parking Lot and 6th Street Sidewalk Improvements Project and hereby authorizes the City Manager to transmit the attached Notice of Completion to the Fresno County Recorder's Office; and
5. This Resolution shall take effect from and after the date of its adoption.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on December 9, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

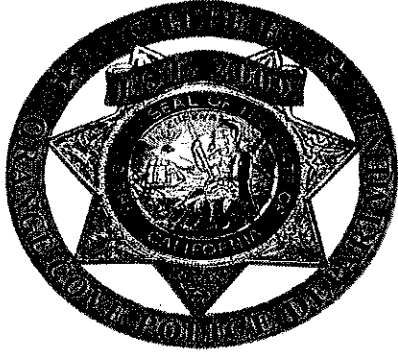
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Victor P. Lopez, Mayor

ATTEST:

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June Bracamontes, City Clerk



**Marty Rivera**  
Chief of Police

## ORANGE COVE ANIMAL CONTROL STATISTICAL ACTIVITY REPORT

**MONTH: November**

**OFFICER: R. DIAZ**

<b>BITE REPORTS</b>	
<b>PRIOR MONTH STRAYS</b>	
<b>STRAY DOGS</b>	22 Picked up in November
<b>EUTHANIZED DOGS</b>	0 Euthanized
<b>ADOPTED DOGS</b>	
<b>RESCUED DOGS</b>	7 In November
<b>INJURED STRAY DOGS</b>	
<b>ANIMAL CRUELTY INVESTIGATIONS</b>	
<b>RELEASED DOGS TO OWNER</b>	3 dogs released in November
<b>CITATIONS ISSUED</b>	1
<b>QUARANTINED DOGS</b>	
<b>OTHER ANIMAL</b>	2 injures Hawks
<b>MISC</b>	Event Detail Nov. 21 <sup>st</sup> . Dog Licenses issued 27, from 9:00-12:00.
<b>DOGS IN SHELTER</b>	12 Dogs in Shelter from November

<b>NOTES</b>	
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# POLICE DEPARTMENT MONTHLY REPORT

December 9, 2020

**Staff levels..** Remain the same. Expect to lose one reserve to Tulare SO soon. Looking to get new reserves.

**Animal Shelter...** Is running very well. See attached report

**Events:** Dog License event on Nov 21<sup>st</sup>. 27 dog licenses were issued.

Toy drive coming up on December 19<sup>th</sup>.

**Vehicles** The repairs on the vehicle that caught fire are almost complete. It will go to Cooks Communication on 12-14-20 and should be done that week.

One of the SUVs was converted so it can be used as a K-9 Vehicle. Tom Greenwood has asked that we convert one of the SUVs into a K-9 Vehicle. He also indicated they would buy us a replacement vehicle. OCPPD was given the invoices for the conversion as well as the new vehicle. The OCPPD Meeting was again canceled in September. We expect it to be held this month. Total Costs \$ 66,648.64 which we expect to receive from OCPPD. **NOTE: OCPPD Meetings have not been held in over 4 months.**

**Cameras....** We have obtained a quote for the new cameras requested at city hall. Price is \$13,964.27. This is a total cost for eight cameras and includes reimbursing us \$1725.00 for turning in our old cameras. If the cameras are purchased prior to December 31, 2020.

**Covid 19:** Stats will be given at the council meeting.

We are back in Purple Stage and more stringent measures are expected.





# ORANGE COVE POLICE DEPARTMENT

## NOVEMBER 2020 MONTHLY STATISTICS

CHIEF OF POLICE - MARTY RIVERA



### PART 1 CRIMES

	OCT	NOV	%	YTD	YTD
	2020	2020	Change	2019	2020
Homicide	0	0	0%	0	0
Rape	0	0	0%	2	0
Attempted Murder	0	0	0%	0	0
Robbery	1	0	-100%	4	3
Assault	0	0	0%	9	8
Burglary	1	1	0%	17	15
Grand Theft Auto	2	7	250%	18	23
Total Part 1 Crimes	4	8	100%	50	49

	OCT	NOV	%	YTD	YTD
	2020	2020	Change	2019	2020
Sex Crimes	1	0	-100%	14	11
Narcotics	6	5	-17%	34	52
Child Abuse	2	1	-50%	8	7
Total Part 2 Crimes	9	6	-33%	56	70

	OCT	NOV	%	YTD	YTD
	2020	2020	Change	2019	2020
Total Traffic Collisions	3	6	100%	56	41
Fatalities	0	0	0%	0	0
Injury	0	2	200%	7	4
Non Injury	1	3	200%	31	18
Hit & Run	2	1	-50%	18	19

### ENFORCEMENT STATISTICS

	OCT	NOV	%	YTD	YTD
	2020	2020	Change	2019	2020
Total Traffic Citations	34	40	18%	358	330
Total Vehicle Stops	113	150	33%	1,465	1,137
Seatbelt Violations	0	1	100%	16	9
Unsafe Speed Violations	1	1	0%	22	13
Fail To Obey Stop Sign/Light	7	5	-29%	86	63
Driving Under the Influence	2	4	100%	18	16
Gang Arrests - Felony	0	0	0%	6	1
Gang Arrests - Misdemeanor	0	0	0%	3	0
Gang Field Interview Cards	1	0	-100%	28	32
Juvenile Detentions/Arrests	1	0	-100%	9	8
Adult Arrests	2	9	350%	249	97

	OCT	NOV	%	YTD	YTD
	2020	2020	Change	2019	2020
5150	2	2	0%	29	43
Agency Assist	18	10	-44%	111	101
Battery	1	1	0%	19	14
Evading/Obstructing Officer	3	2	-33%	12	17
Fraud	2	1	-50%	12	12
Identity Theft	2	1	-50%	8	6
Spousal Abuse	4	6	50%	60	62
Graffiti/Vandalism	3	5	67%	45	62
Veh. Burglaries	1	0	-100%	4	6
General Incidents	17	16	-6%	168	177
Weapons Confiscated	1	0	-100%	17	13
Petty Theft	3	4	33%	42	42
Public Intoxication	1	1	0%	5	10
Suspended License	4	3	-25%	18	26
Unlicensed Drivers	17	10	-41%	113	101
Vehicles Towed	14	15	7%	128	121
Vehicles Released	5	5	0%	58	62
Case Number Drawn	157	145	-8%	1,653	1,765



For the Meeting of: December 9, 2020

## CITY OF ORANGE COVE

### REPORT TO CITY COUNCIL

**To:** Orange Cove City Council  
**Date:** December 9, 2020  
**From:** Ray Hoak, Building & Planning Department  
**Applicant:** BC Recycling  
**Subject:** Recycling Collection Facility  
Site Plan Review 2020-01  
Conditional Use Permit 2020-01  
**Attachments:** Site Plan and Resolution CC 2020-46

#### **RECOMMENDATION:**

Staff recommends that the City Council conduct a public hearing to receive testimony and then adopt the attached Resolution CC 2020-46 approving Conditional Use Permit (CUP) 2020-01 and Site Plan Review (SPR) 2020-01 with conditions.

#### **EXECUTIVE SUMMARY:**

Mr. Adolfo Ramirez, owner of BC Recycling has submitted an application for a Site Plan Review and Conditional Use Permit to operate a Recycling Collection Facility at 940 Park Blvd., Orange Cove, Ca. A (CUP) Conditional Use Permit is required for a Recycling Collection Facility in the C-3 Central Business and Shopping District.

#### **BACKGROUND:**

The property is currently vacant and not in use. The site formerly contained an automotive repair business. BC recycling recently purchased the property and wishes to relocate their recycling facility business from the southeast corner of Park Blvd & 12<sup>th</sup> Street (AC Market) to their property.

Prepared by: \_\_\_\_\_

Approved by: \_\_\_\_\_

REVIEW: City Manager: \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

#### **TYPE OF ITEM:**

#### **COUNCIL ACTION: APPROVED DENIED NO ACTION**

\_\_\_\_\_ Consent

\_\_\_\_\_ Info Item

\_\_\_\_\_ Action Item

\_\_\_\_\_ Department Report

\_\_\_\_\_ Redevelopment Agency

\_\_\_\_\_ Public Hearing

\_\_\_\_\_ Matter Initiated by a Council  
Member

\_\_\_\_\_ Other

\_\_\_\_\_ Continued to: \_\_\_\_\_

**SITE PLAN REVIEW**

A SPR is required before new business development is constructed in the City of Orange Cove. The property contains .72 acres with open area at the rear of the property. The other area of the property contains a vacant double wide garage, two small block wall buildings and a detached bathroom. The recycling facility will be operated outdoors at the rear of the property and fenced separately from the rest of the property containing the structures.

The site is designated as General Commercial on the General Plan Land Use Map. The existing zoning is C-3 Central Business and Shopping. The following paragraphs further describe the project for the purposes of the SPR.

Surrounding Uses: The surrounding uses are as follows:

<u>Location</u>	<u>General Plan Designation</u>	<u>Zoning</u>	<u>Existing Use</u>
North	Public Facilities & Open Space	PF - Public Facilities	Vacant City Land & Rails to Trails
West	General Commercial	C-3 Central Business & Shopping	Restaurant & Vehicle Tow Yard
South	General Commercial	C-3 Central Business & Shopping	O'Reillys, AC Market, Super Burger
East	Public Facilities & Open Space	PF - Public Facilities	Vacant City Land & Rails to Trails

A. Parking: Six parking spaces are provided including handicap parking inside the recycling area.

B. Street: The gated drive approaches at 10<sup>th</sup> Street and West Railroad will be improved and maintained with decomposed granite.

C. Lighting: Two hooded security lights will illuminate the recycling area.

D. Trash Enclosure: One trash enclosure will be provided for the recycle area.

E. Fencing: Privacy fencing is provided to shield the recycling business from the surrounding properties.

F. Loading Zone: One loading zone is required and a dedicated concrete recycling service zone is provided.

G. Conditions of Approval: Staff proposes the Conditions of Approval for the project attached as Exhibit A and B to Resolution CC 2020-46.

**CONDITIONAL USE PERMIT**

Recycling collection facilities are allowed in the C-3 zone district subject to a Conditional Use Permit. In order to approve Conditional Use Permit No. 2020-01, the City Council must make the following findings:

1. That the proposed location of the conditional use is in accordance with the objectives of the zoning ordinance and the purposes of the district in which the site is located;

Comment: The property is located in a 'CalRecycle Convenience Zone' because the

recycle business will be located within ½ mile of businesses that sell recyclable beverage containers. The purpose of C-3 district is “to provide the opportunity for various types of retail stores, offices, service establishments, and wholesale businesses to concentrate for the convenience of the public...”

2. That the proposed location, structures, and uses, and the conditions under which they would be operated and maintained, will not be detrimental to the public health, safety or welfare, or materially injurious to or inharmonious with properties or improvements in the vicinity. Such considerations should include, but are not limited to, avoidance or traffic congestion, safety of pedestrian and vehicular circulation, and esthetic values within the district;

Comment: The outdoor recycling business will be located in the back portion of property. There are no structures located in the recycle area. Rolling gates adjacent to W. Railroad and 10th St. will provide vehicle access and interior circulation for entrance and exiting. The location of the facility does not interfere with vehicle or pedestrian circulation. Visual impacts are minimized by installing vinyl privacy slats in the chain link fencing.

3. That the proposed use will comply with all of the applicable provisions of this title, including but not limited to yards, coverage, height of structures, walls and fences, landscaping, off-street parking and loading facilities, lighting, and signs

Comment: The recycling facility will contain 6 parking stalls including handicap parking. The recycling area of the property will be separated from the rest of the property with a 6' high chain link fence enclosure with vinyl privacy slats. The site will contain a dedicated concrete pad collection area with 3 roll-off containers for storage. The recycling area will include hooded security lighting.

Staff believes that the City Council can make the above findings.

#### **CEOA:**

Staff has determined that this project is Categorically Exempt from the requirements of the California Environmental Quality Act pursuant to Section 15332 Class 32, In-fill Development Projects, according to the State CEQA Guidelines.

#### **NOTICE:**

Adjoining property owners within three hundred feet of the project have been notified by mail and the 'Notice of Public Hearing' was published on the City Website and in the Reedley Exponent.

#### **REASON FOR RECOMMENDATION:**

The recycling facility current location is located in a small space at the southeast corner of the AC Market property directly adjacent to the corner sidewalks. Business operations often obstruct the public right of way (sidewalks) and pedestrian and traffic congestion occurs at the corner. The relocation of the business to the new site will provide a safe business operating environment eliminating pedestrian and traffic congestion from the public right of way.

#### **FISCAL IMPACT:**

No change. The owners will continue operations with their current business license.

#### **ALTERNATIVES:** The City Council may:

1. Request changes in the Site Plan
2. Request additional information from staff or the developer.
3. Approve as recommend, or with modified conditions.
4. Reject the request, with specific reasons for the denial.

**ACTIONS FOLLOWING APPROVAL:**

The actions of the City Council will be forwarded to the Owner.

**CONFLICT OF INTEREST:**

None.

BC Recycling – 940 Park Blvd.



## **RESOLUTION NO. CC 2020-46**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING SITE PLAN REVIEW 2020-01 AND CONDITIONAL USE PERMIT 2020-01 FOR A PROPOSED RECYCLING COLLECTION FACILITY AT THE NORTHEAST CORNER OF PARK BOULEVARD AND WEST RAILROAD.**

**WHEREAS**, Site Plan Review Application SPR 2020-01 and Conditional Use Permit Application CUP 2020-01 have been submitted by BC Recycling to allow the improvements related to the development of a Recycling Collection Facility on a .72-acre site in the C-3 zone district; and

**WHEREAS**, the project is located on the northeast corner of Park Boulevard and West Railroad Avenue, 940 Park Boulevard, APN 375-172-01; and

**WHEREAS**, the Notice of Public Hearing for the project was mailed to property owners within 300 feet of the property and the Notice was published in the Reedley Mid-Valley Times as well as posted on the City Website.

**WHEREAS**, the Planning Commission after a duly noticed public hearing on the matter, recommended to the Orange Cove City Council that the Site Plan Review and Conditional Use Permit subject to conditions, be approved, and

**WHEREAS**, the City Council held a public hearing on the Site Plan, Conditional Use Permit, reviewed the Staff Report and excepted testimony both for and against, and

**WHEREAS**, the City Council considered all items enumerated in Section 17.56.050 related to Site Plan Review and Section 17.52.060 related to Conditional Use Permits of the Orange Cove Municipal Code; and

**WHEREAS**, the project qualifies for a Categorical Exemption as Class 32, Infill Development according the California Environmental Quality Guidelines; and

**NOW, THEREFORE, BE IT RESOLVED** that the Orange Cove City Council hereby finds:

1. That the site for the proposed use is adequate in size and shape to accommodate the proposed use and all yards, spaces, walls, and fences, parking, loading, landscaping, and other features required by Site Plan Review 2020-01 are consistent with the other land uses in the neighborhood;
2. That the streets are adequate to accommodate the proposed use;
3. That the proposed use will not be detrimental to the character of the development in the immediate neighborhood;
4. That points of ingress and egress, utility services, are adequately addressed in Site Plan Review 2020-01;

5. The City Council makes all of the findings required by Section 17.52.060 of the Orange Cove Municipal Code;

6. A CEQA Categorical Exemption as Class 32, Infill Development Projects, is hereby adopted and that there is no substantial and credible evidence in the record that this project will have a significant environmental effect.

**BE IT FURTHER RESOLVED** that the Orange Cove City Council approves Site Plan Review 2020-01 and Conditional Use Permit 2020-01 subject to the following conditions:

1 The site shall be developed in substantial conformance with the Site Plan dated 10/02/2020 attached hereto as Exhibit A and the Conditions of Approval attached hereto as Exhibit B.

I hereby certify the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City Council of the City of Orange Cove at a meeting held on the 9th day of December, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

ATTEST:

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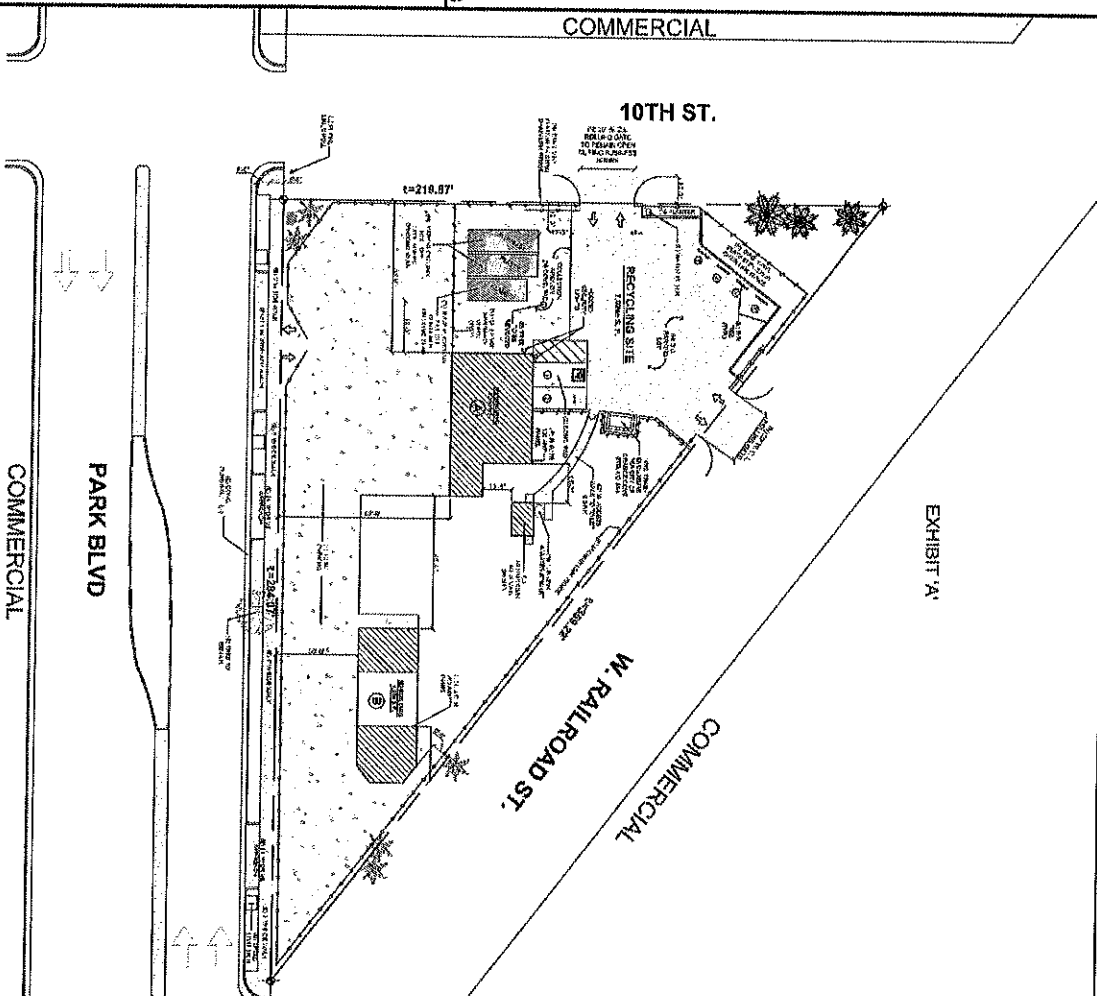
June Bracamontes, City Clerk



**SHEET FLOW TO STREET**

23

**1. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE**

[illegible]

西曆一千九百零九年

COMMERCIAL

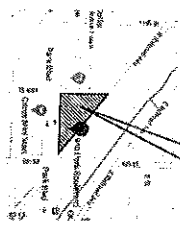
W. RAILROAD ST.

## ABBREVIATIONS

## SUBJECT INDEX

PL	PROPERTY LINE	WAL	WATER METER
CL	CENTER LINE	P.P.	POWER POLE
EX	EXISTING	RM	ROOM
NEW	NEW	FI	FIRE HYDRANT
PRO	PROPOSED	ST	STAIRWAYS
WTH	WITH	DTL	DETAIL
SV	SERVER	V.T.R.	VENT THROUGHOUT
W	WATER	ROOF	ROOF
WL	WATER	C.O.	CLEAN OUT
CL	CLEANING JOIST	CH	COLD WATER
F.L.	FLOOR JOIST	MW	MIX HOT WATER
OC	OUT CENTER	TP	TYPICAL
SH	SHED	STL	STEEL
WH	WATER HEATER		

**SUBJECT SIDE**



## VICTIMTY MAP



1- SITE/PROJECT DATA, SITE PLAN  
VICINITY MAP & NOTES  
2- FLOOR PLAN/EXTERIOR  
ELEVATIONS

BC RECYCLING CENTER  
**ADOLFO RAMIREZ**  
840 PARK BLVD. ORANGE COVE, CA. 93546

### REVISION

1004 W. Main St. Suite A  
Vernalia, Co. 03291  
Ph. (559) 825-8180  
Fax (559) 826-9183  
e-mail: 1004@earthlink.net

JAMES M. GIBSON, President  
**SKYLAB**  
 RESIDENTIAL DESIGN

**EXHIBIT B**  
Conditions of Approval  
Resolution 2020-46

**BC RECYCLING**

940 Park Blvd, Orange Cove, CA

SPR 2020-01, CUP 2020-02

1. Approval shall be in conformance of the Site Plan prepared by Skylab Inc. dated 10/02/2020, except as may be modified by other conditions of approval.
2. The owner shall install bollards to protect the water meter from vehicles.
3. The ground surface in the recycling area, including the gated drive approaches shall be improved and maintained with decomposed granite.
4. The owner shall install a trash enclosure in conformance with Orange Cove City Standards M-4
5. The owner shall install security lighting on the wall of building A.
6. The hours of operation shall be Monday through Saturday from 9am to 5pm.
7. All structures on the property shall be painted to improve their appearance. All structures on the property shall be secured against entry.
8. Any additional business expansion of the property shall be by separate site plan review.
9. The bathrooms plumbing and electrical shall be functional. The owner shall install an exterior mop sink next to the bathroom.
10. Liquids remaining in bottles and cans shall be drained into a separate vessel and disposed of in the mop sink. The dumping of liquids onto the ground is not permitted.
11. The owner shall install 20' long rolling gates at the W. Railroad and 10<sup>th</sup> Street entrances.
12. The owner shall install privacy vinyl slats in the chain link fencing to shield the recycling area.
13. The owner shall replace or repair the concrete collection area to a level surface.
14. The owner shall submit an Application for Utilities to the Finance Department and secure a utility account.
15. The owner shall repair or verify that the operational status of the water meter is in compliance with the Orange Cove Standard Construction Drawings Page W-2.
16. Attached BC Recycling Operational Statement
17. Prior to certificate of occupancy/use, the above conditions shall be completed for inspections and approved. Failure to comply with these conditions may be grounds for revocation of this approval.

BC Recycling Co., 1043 E. Houston Ave., Visalia, CA. 93292

Re: Small Recycling Facility, 940 Park Blvd. Orange Cove, CA. 93646

## Operational Statement

It is the intent of the proposed project located at 940 Park Blvd., Orange Cove, CA. to locate a Small Recycling Facility on the back portion of the site. See Site Plan for proposed size and location. The project will consist of 3 roll-off containers which will be used to collect CRV aluminum, glass and plastic. Once full, each container will be picked up from site and replaced with an empty container. The handicap parking space will be of a solid surface (concrete or a.c. paving) as well as all the area where the containers will be placed along with the area used for CRV collection. All other areas will be D.G. surface as indicated. The area will be swept and cleaned on a daily basis using the mop sink provided. This mop sink will also be used for the dumping of any liquids remaining in containers being recycled, such as beer, wine, water, etc.. As far as restroom facilities, the existing restroom will be for the use of the employees only, no public restrooms will be provided. For aesthetics and privacy, the entire recycling site area will be protected and screened by a 6' high chain link fence with privacy vinyl slats. (See Site Plan). BC Recycling will remove and dump all trash from site on a weekly basis.

The hours of operation will be Monday thru Saturday from 9 am to 5 pm, closed from 12 pm thru 12:30 pm for lunch. There will be a maximum of 2 employees during these working hours.

The existing buildings A and B will be painted and new windows/doors installed but will not be a part of this application.

**CITY OF ORANGE COVE  
ALCOHOL & DRUG FREE WORK PLACE POLICY**

**Proposed Policy  
December 9, 2020**

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## **PREFACE**

The Alcohol and Drug-Free Workplace Policy applies to all regular, part-time, temporary, intern and volunteer employees of the **CITY OF ORANGE COVE**.

This policy provides consistent and relevant guidelines regarding alcohol and drugs in the workplace. It also describes employee and management responsibilities and provides for training and rehabilitation when needed.

All employees are required to comply with this Policy.

Pursuant to and in compliance with California Government Code Sections 8350-8537, the **CITY OF ORANGE COVE** has enacted a Drug-Free Workplace Policy.

**CITY OF ORANGE COVE** employees have a right to work in a drug and alcohol-free environment; therefore, the use of alcohol and/or abuse of illegal and legal substances and the collateral effects thereof in the workplace will not be tolerated.

If you have any questions regarding this policy, please contact your immediate supervisor or Human Resources.

## **ALCOHOL AND DRUG-FREE WORKPLACE POLICY**

### **I. INTRODUCTION**

The **CITY OF ORANGE COVE** recognizes that behavior resulting from the use of alcohol and/or other drugs may detrimentally affect work performance, safety, security, and public confidence in the City's workforce. The use of alcohol and/or other drugs can also present a risk to City employees and the health and welfare of the citizens of the City.

In recognition of the City's responsibility to maintain a safe, healthful and productive work environment, and each employee's responsibility to perform work for the public safely, effectively and efficiently, the City will act to eliminate any substance use which increases the risk for accidents, absenteeism, sub-standard performance, poor employee morale or damage to the City's reputation. For the purpose of this policy, substance use includes the use or possession of illegal drugs, alcohol or controlled substances, as defined in Schedule I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812), which could impair an employee's ability to perform his or her job safely, effectively and efficiently.

The **CITY OF ORANGE COVE** believes that employees are important assets and that substance abuse when successfully treated will enable the affected employee to return to a satisfactory job performance level.

### **II. APPLICATION**

This policy applies to all regular, part-time, temporary employees, interns, and volunteers of the **CITY OF ORANGE COVE**. It includes alcohol and all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of their job.

### **III. STATE AND FEDERAL REQUIREMENTS**

The Drug-Free Workplace Act applies to employers with any state and/or federal grant or with a federal contract worth more than \$25,000. This regulation applies to the **CITY OF ORANGE COVE**. The law requires that any employees convicted of any drug or alcohol related (see VII E. pg. 8) workplace crimes to notify the employer within five days of the conviction. The City must then notify the granting or contracting federal agency within 10 days of receiving a conviction notice from the employee. The City must then impose sanctions (up to and including employment termination) against convicted employees within 30 days, or require them to participate in a drug abuse assistance or rehabilitation program approved by an appropriate law enforcement or health agency.

## **IV. PURPOSE**

The intent of this Policy is to eliminate and prevent substance abuse and its effects in the work place. While the CITY OF ORANGE COVE has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. The City's concern is that employees be in a condition to perform their duties safely and effectively, in the interests of their fellow workers and the public as well as themselves. The presence and influence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. For definitional purposes throughout this Policy, impair or impairment shall be considered use by an employee of alcohol and/or all substances, drugs, or medication, legal or illegal, which impairs an employee's ability, physically and/or mentally to perform safely and effectively the functions and duties of his or her position. It is the purpose of this Policy to address not only employees being under the influence during work, but also the collateral effects that use of illegal and legal substances may have on the workplace, such as effects on work performance, absenteeism and safety.

Employees who think they may have an alcohol or drug usage problem are urged to seek on their own volition confidential assistance from the Employee Assistance Program. Although not legally required as a public employer, the CITY OF ORANGE COVE will be supportive, in accordance with Labor Code 1025 et seq., of those employees who seek help voluntarily. The City cannot and will not tolerate performance problems caused by substance abuse.

This Policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City management and employees. To that end the City will act to prevent and/or eliminate any substance abuse (alcohol, cannabis, cannabis infused products, illegal drugs, prescription drugs or any other substance which impairs an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All employees covered by this Policy should be aware that violations of this Policy may result in discipline, up to and including termination.

## **V. POLICY**

- A. Employees shall not be at work under the influence of alcohol or drugs, meaning with a level of alcohol or drugs in their system that has an adverse impact on that employee's ability to work effectively and safely; shall not use or possess alcohol or illegal drugs while on duty or while on paid stand-by, and shall not sell, manufacture or provide illegal drugs to any person while on duty or while on paid stand-by. An exception exists for sworn peace officers assigned to the Police Department whose duties require possession of drugs and/or possession or consumption of alcohol in the course and scope of job duties (i.e., undercover assignments). If alcohol is consumed in the course and scope of an employee's job duties, they shall have prior approval specific to an event by the Chief of Police or his/her designee. The amount of consumption of alcohol shall not be at a level that will cause obvious impairment and shall not exceed two alcoholic beverages in a six-hour period.



- B. The City is committed to eliminating any substance abuse by employees resulting in increased potential for accidents, absenteeism, reduced productivity, poor employee morale or damage to the City's reputation. The City will provide a reasonable amount of training, and education on substance use to all employees.
- C. The City prohibits the purchase, consumption, ingestion, manufacture, distribution, dispensation and use of any alcohol, cannabis, cannabis infused products and/or illegal substances while at work, while operating a City vehicle, or while in City uniform.
- D. The City prohibits the consumption, ingestion, manufacture, distribution, dispensation and use of cannabis, cannabis infused products and/or illegal substances during the lunch period for all employees because of the high probability that performance will be impaired upon returning to work.
- E. The City prohibits the consumption, ingestion, and use of alcohol during the lunch period for all employees because of the high probability that performance may be impaired upon returning to work.
- F. Use of medically prescribed drugs, as directed by a physician, is not a violation of this Policy. When taking drugs that may interfere with the safe and effective performance of their duties, employees must notify their supervisor or Human Resources before beginning work. A qualified physician selected by the City will address any question about an employee's ability to perform duties while using prescribed medications. The City acknowledges that use of legal and illegal substances off-duty is a matter of personal choice. However, the use of both legal and illegal substances can lead to addiction and, even if an employee does not actually report to work under the influence, such employee's off-duty use and/or addiction may nonetheless lead to performance issues or absenteeism that may result in disciplinary action, or to physical and mental issues that may adversely impact an employee's ability to work effectively and safely.
- G. If reasonable suspicion exists, in accordance with Section VII-B of this Policy, employees may be required to undergo a drug and/or alcohol screening/testing.
- H. Employees involved in an on-the-job accident while operating a vehicle or a piece of power equipment may be required to undergo a drug and/or alcohol screening/testing, if reasonable suspicion of substance use exists.
- I. Employees who are required to undergo a drug and/or alcohol screening/testing pursuant to this Policy will also be required to authorize, in writing, the disclosure of the results to Human Resources. Failure to do so may result in appropriate disciplinary action, up to and including termination, in accordance with all applicable due process requirements and disciplinary policies and procedures.
- J. Employees who refuse to submit immediately to drug and/or alcohol screening/testing (based upon reasonable suspicion) when required in accordance with Policy by Department Head, City Manager, Human Resources Manager, and/or supervisor will constitute insubordination, and may be grounds for discipline, up to and including termination. The results of such drug and/or alcohol screening/testing will be kept confidential as provided in this Policy and otherwise required by law.

- K. Employees who test positive for drugs or alcohol use will be placed on leave of absence and required to participate in the Employee Assistance Program or a rehabilitation program of their choice approved by the City. Participation in such programs may be paid for by the employee or by the employee's medical plan. Participation in the Employee Assistance Program and/or another rehabilitation/treatment program is not a substitute for discipline based on unsatisfactory job performance or violation of this policy.
- L. Employees who test positive for drugs or alcohol may not return to work until such time as another drug and/or alcohol test is negative or a medical evaluation permits the employee to return to work and the employee agrees to attend a rehabilitation program recommended by the Employee Assistance Program or a rehabilitation program of the employee's choice, approved by the City. If the program requires time away from work, the employee may use accrued benefits; i.e., sick leave, vacation, etc. or may be approved to attend the program on unpaid leave status.

Safety-related employees (see attachment A) shall submit to random drug and/or alcohol testing for a period of 24 months following the negative return to work test. If the employee tests positive as a result of the random testing within this time period, he/she is subject to termination in accordance with all applicable due process requirements and disciplinary policies and procedures.

***The Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures (DOT policy) shall apply to those employees regulated by the DOT. The DOT policy shall take precedence over this policy for those employees regulated by the DOT.***

- M. Employees who are involved in illegal actions pertaining to the use, manufacture, distribution, dispensation, sale, purchase, or possession of alcoholic beverages or any controlled substance during the course of City employment may be criminally investigated by the Police Department or other law enforcement agencies.
- N. The City reserves the right to search all areas and property over which the City maintains full or joint control with the employee for the purpose of detecting alcohol, cannabis, cannabis infused products, or illegal drugs. The search will be conducted only with the approval of the Department Head, City Manager or Human Resources Manager and in accordance with applicable Government Code provisions and other legal requirements. The City will make a reasonable effort to contact the employee to have them present while searching the property in question. Areas in which the City maintains full control include, but are not limited to, all City owned properties and buildings and City owned vehicles and equipment. Areas jointly controlled by the City and the employee include, but are not limited to, desks, lockers, file cabinets, office cabinets and bookshelves. The City may notify the appropriate law enforcement agency if reasonable inferences and circumstances indicate that an employee may have illegal drugs in his or her possession.
- O. Pre-employment substance abuse screening/testing will be conducted for all job applicants who take a pre-employment physical examination for safety related positions, and positions where employees are required to drive City vehicles on a regular basis or operate power equipment as part of their job.

- P. This Policy is not intended to infringe upon the protections guaranteed Peace Officers under the Public Safety Officers' Procedural Bill of Rights Act, AB301, Section 3300 et seq. of the California Government Code or the protections guaranteed Firefighters under the Firefighters Procedural Bill of Rights, AB220, Section 3250 et seq. of the California Government Code.

## **VI. EMPLOYEE ASSISTANCE PROGRAM** (Only available to regular employees with benefits)

The City has a well-established voluntary Employee Assistance Program (EAP) to assist employees and their families who seek help for substance use problems. Employees who are concerned about their alcohol and/or drug use are strongly encouraged to voluntarily seek assistance through this program.

Sick leave can be utilized for self-referral appointments during regular work hours if the employee is unable to schedule them during off work hours. Any earned leave time may be utilized for EAP participation. If an employee requires additional leave time, he/she may request a medical leave of absence subject to approval.

The EAP provides up to 9 counseling sessions at no cost to the employee. If further treatment is needed, the EAP will refer the employee to the appropriate resource. Most health insurance coverage contains substance abuse treatment; however, the employee assumes the financial responsibility for all services that are not covered by the EAP or health insurance. Supervisors should encourage employees to use the EAP when deteriorating or unsatisfactory job performance does not respond to usual supervisory actions or when a specific on the job incident is cause for concern. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to violate this Policy.

An employee who seeks voluntary assistance prior to being notified of any discipline or request for testing by the employer, shall not be disciplined or illegally discriminated against for seeking such assistance. Requests for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent.

## **VII. EMPLOYEE RESPONSIBILITIES**

- A. Employees must be able to perform the duties of their position.
- B. Employees must not report to work or be officially subject to duty while their ability to perform job duties is impaired due to on or off duty alcohol or drug use.
- C. Employees must not possess or use alcohol or impairing drugs (illegal drugs, cannabis, cannabis infused products, and prescription drugs without a prescription) during working hours or any paid time, except possession and/or use as required in the course of Police Department employment.
- D. Employees must not, directly or through a third party, sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or officially on-call.

- E. Employees must notify their supervisor and Human Resources within five days if they are convicted of any workplace drug related crime. Once the City is notified of the conviction, it must then notify the appropriate federal agency of the conviction. With respect to any employee so convicted, the City will take appropriate disciplinary action, up to and including termination. As a condition of continued employment, the City may require the convicted employee to participate satisfactorily in a generally recognized drug abuse rehabilitation program. A felony conviction for possession or sale of illicit drugs will be cause for termination.
- F. Employees must submit immediately to a drug and/or alcohol screen/test when requested by a responsible **CITY OF ORANGE COVE** representative, as stated in Section V, paragraph G of this Policy, based upon reasonable suspicion or other grounds as authorized by this Policy.
- G. Employees must notify their supervisor or the Human Resources Manager before beginning work, when taking any medications or drugs (prescription or nonprescription), which may interfere with the safe and effective performance of duties or operation of CITY OF ORANGE COVE equipment.
- H. Employees must provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name. Extension of time beyond the 24 hours may be granted upon showing good cause.

## **VIII. SUPERVISORY AND MANAGEMENT RESPONSIBILITIES**

- A. Managers and supervisors are responsible for reasonable enforcement of this Policy.
- B. Managers and supervisors may request that an employee submit to a drug and/or alcohol screen/test when they have reasonable suspicion that an employee is under the influence of drugs or alcohol while on the job.

"Reasonable suspicion" is a belief based on objective facts sufficient to suspect that an employee is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- 1. Slurred speech;
- 2. Alcohol odor on breath;
- 3. Dilated or constricted pupils or glassy eyes;
- 4. Unsteady walking and movement;
- 5. An accident involving **CITY OF ORANGE COVE** property when the employee's actions cannot be ruled out as contributing to the accident, plus an additional symptom;
- 6. Behavior that is unusual or uncharacteristic for the particular employee, plus an additional symptom;
- 7. Possession of alcohol or drugs in the workplace;
- 8. More than two incidents in any combination of personal injury to self, co-worker(s), or general public within the same calendar year.

Employees displaying objective symptoms of alcohol or drug impairment shall be prevented from engaging in further work and shall remain at the work site for a reasonable time until he/she can be safely transported from the work site.

- C. Managers and supervisors should seek a witness, if feasible, to verify reasonable suspicion. The employee should be approached and given an opportunity to explain the behavior before further action is taken.
- D. Managers and supervisors who request an employee submit to a drug and/or alcohol screen/test will, at the earliest possible opportunity, document in writing the facts constituting reasonable suspicion that the employee is impaired and cannot perform the duties of their job.
- E. Where there is reasonable suspicion that the employee is under the influence of drugs or alcohol, managers and supervisors should notify their Department Head and Human Resources and obtain approval to take the employee to a site for drug and/or alcohol screen/test, and then to transport the employee home. Managers and supervisors encountering an employee who refuses an order to submit to a drug and/or alcohol screen/test authorized by this Policy shall remind the employee of the requirements and disciplinary consequences of this Policy. Managers and supervisors shall specifically inform the employee that the employee's failure to comply will be deemed insubordination and treated as equivalent to a positive result.
- F. Managers and supervisors shall not physically search the employee, nor shall they search the personal possessions of employees, unless the employee freely consents and is present during the search along with a responsible third-party witness.
- G. Managers and supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have alcohol and/or illegal drugs in their possession or in an area not jointly or fully controlled by the **CITY OF ORANGE COVE**. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the Police Department.
- H. Managers and supervisors must notify Human Resources immediately after an employee reports that they have been convicted of any workplace drug crime. **THE CITY OF ORANGE COVE** is required to report convictions of employees to the federal government within 10 days.

Managers and supervisors have the responsibility to encourage employees to use the EAP when deteriorating or unsatisfactory job performance does not improve in response to usual supervisory action. A supervisor should not attempt to diagnose an employee's problems. The supervisor's role is to monitor job performance.

## **IX. DRUG AND/OR ALCOHOL TESTING**

### **1. Applicants for Employment**

1. Pre-employment physicals will include drug and alcohol analysis for all safety-sensitive positions, and/or positions where employees are required to drive City vehicles on a regular basis or operate power equipment as part of their job.
2. Applicants who refuse to undergo an alcohol and drug test will be denied employment, but may reapply when willing to be tested.
3. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect job performance.
4. If a drug screen is positive at the pre-employment physical, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the City may choose not to hire the applicant.

## 2. Current Employees

1. A positive result from a drug and/or alcohol screen/test may result in disciplinary action, up to and including termination of employment.
2. If the drug screen/test is positive, the employee must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including termination.
3. If a drug or alcohol screen/test is positive, the City shall conduct an investigation to gather all facts. The decision to discipline or terminate the employee will be undertaken in conformance with **CITY OF ORANGE COVE** policies and procedures and due process rights of the employee

## 3. Positive Test Results Confirmed

1. Confirmation tests will be conducted for current employees who test positive for drugs/alcohol following a drug/alcohol screen/test performed in accordance with this Policy.

2. Confirmation testing may be conducted for pre-employment applicants on a case-by-case basis.

## **X. CONFIDENTIALITY**

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to **CITY OF ORANGE COVE** management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

With employee consent, the **CITY OF ORANGE COVE** may provide test results to the Employee Assistance Program. With employee consent, EAP can report to an appropriate **CITY OF ORANGE COVE** representative the employee's progress and/or compliance with EAP recommendations.

## **XI. ALCOHOL & DRUG-FREE WORKPLACE ENFORCEMENT PROCEDURES**

### **DEPARTMENT HEADS, SUPERVISORS, AND MANAGERS**

Managers and supervisors are responsible for enforcement of the Alcohol and Drug-Free Workplace Policy. When a supervisor has reason to suspect that an employee is in violation of this Policy, the following actions should be taken:

#### **RESPONSIBILITY ACTION**

##### **Supervisor**

1. Observe and collect objective facts, regarding use, intoxication, possession, or sale of alcohol and/or drugs. If feasible, request a Management employee to observe and verify facts.
2. Meet with employee privately and offer an opportunity to explain the behavior before further action is taken. If feasible, request a Management employee to be present to witness the meeting and verify statements. Do not send employee back to work unless you feel the employee is fit for duty and you have no reasonable suspicion that the employee may be under the influence of alcohol and/or drugs.

3. If suspicion exists that an employee may have alcohol and/or illegal drugs in their possession or in an area not fully controlled by the City, notify the Department Head or their designee. (You may also contact Human Resources.)
4. Do not physically search the employee or personal possessions of employee without consent of the employee and in the presence of a third-party witness. Property, which is jointly controlled by the City and employee, may be searched with the approval of the Department Head, City Manager or Human Resources Manager. The City must make reasonable effort to have the employee present in jointly controlled searches. (See Policy Section V. N, for description of jointly controlled areas.)
5. If reasonable suspicion exists that an employee is under the influence of alcohol and/or drugs notify the Department Head, or their designee, of findings as soon as possible, and get approval to take employee for medical evaluation, which may include drug and/or alcohol testing. (You may also contact Human Resources.)

"Reasonable suspicion" is a belief based on objective facts sufficient to suspect that an employee is under the influence of drugs or alcohol to a degree that the employee's ability to perform the functions of the job is impaired. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech;
  2. Alcohol odor on breath;
  3. Dilated or constricted pupils or glassy eyes;
  4. Unsteady walking and movement;
  5. An accident involving CITY OF ORANGE COVE property when the employee's actions cannot be ruled out as contributing to the accident, plus an additional symptom;
  6. Behavior that is unusual or uncharacteristic for the particular employee, plus an additional symptom;
  7. Possession of alcohol or drugs in the workplace;
  8. More than two incidents in any combination of Personal injury to self, co-worker(s), or general public within the same calendar year.
6. If a situation occurs after normal working hours (7 a.m. to 5 p.m.) and the supervisor is unable to contact the Department Head, Human Resources or Department



Head's designee, the supervisor must make the decision whether or not to search a jointly controlled area or send the employee for a medical evaluation based on reasonable suspicion.

**Dept. Head**

7. As soon as practical, prepare a written summary outlining the circumstances and the physical conditions and/or behaviors constituting reasonable suspicion of substance use at the time of the incident. Use the attached Alcohol and Drug-Free Workplace Policy Report form. All written documentation should be preserved for future use.

8. Upon receiving a report of a suspected violation of this Policy, the Department Head will review the facts and determine if reasonable suspicion of substance use exists to support a decision to require a drug and/or alcohol screening/test. If so, the Department Head shall advise the supervisor of this course of action. If the circumstances warrant, the Department Head will also contact the Police Department to determine if an investigation of the possession and/or use of the drugs is warranted and to request, if necessary, a police escort.

9. Explain to the employee the suspicion that the employee is in violation of this Policy and request the employee go with the supervisor or other management employee for a drug and/or alcohol screen/test.

**Supervisor**

10. Where an employee is subject to a drug or alcohol test due to a reasonable suspicion the employee was under the influence of alcohol or drugs, such testing shall be performed using a test method that shows current levels of intoxication rather than past use of drugs or alcohol. For alcohol testing, this may include a breath specimen test, blood test or saliva test; for drug testing this may include a blood test or urinalysis test.

11. If the employee refuses to submit to the drug and/or alcohol screen/test, remind the employee of requirements of this Policy and disciplinary consequences. Have the employee escorted home and contact Human Resources to assist in determining the appropriate discipline.

12. If the employee submits to the drug and/or alcohol screen/test, have him/her sign consent to release the results to the City. If the employee refuses to sign the release, the City may obtain information only to the extent permitted by Civil Code Section 56.10(c)(8)(B).
13. After the employee signs consent form, escort or arrange to have the employee escorted by a responsible person (City will pay for taxi to take employee for testing if escorted by supervisor) to the designated medical testing facility and, after examination, to the employee's place of residence. Employees will remain on paid status pending the determination of appropriate disciplinary action.

## **XII.TEST RESULTS**

If the test results are negative, the employee will return to work with no loss in pay status. Disciplinary action may be pursued subsequently for poor performance or other causes relating to the incident or circumstances creating the reasonable suspicion.

If the test results are positive, consult with Human Resources to determine the appropriate discipline.

The Department of Transportation's Drug and Alcohol Testing Regulation – 49CFR Part 40, at 40.151 (e) – does not authorize 'medical marijuana' under a state law to be a valid medical explanation for a transportation employee's positive drug test result.

Medical Review Officers (MROs) will not verify a drug test as negative based upon information that a physician recommended that employee use "medical marijuana." Marijuana remains a drug listed in Schedule I of the Controlled Substances Act.

An employee may not return to work until such time as another drug and/or alcohol screen/test is negative or a medical evaluation permits the employee to return, and the employee agrees to attend a rehabilitation program recommended by the Employee Assistance Program or a rehabilitation program of the employee's choice approved by the City. If the program requires time away from work, the employee may use accrued benefits; i.e., sick leave, vacation, etc. or may be approved for an unpaid leave of absence.

Employees shall submit to random drug and/or alcohol screening/testing for a variable period of up to 24 months following the negative tests as determined by the City Manager. If the employee tests positive as a result of the random testing within this time period, they are subject to termination.

Human Resources will meet with the employee to sign a return to work agreement stipulating the above conditions.

**NOTE:** If an employee notifies the supervisor that he or she has been convicted of a workplace drug crime, the supervisor must notify Human Resources immediately, as required by law.

**Example:** Selling or distribution of drugs in the work place.

**ATTACHMENT "A" TESTING POSITIONS  
PRE-EMPLOYMENT DRUG TESTING POSITIONS**

**SAFETY RELATED:**

**Police Department:**

Chief of Police  
Police Officer  
Corporal  
Sergeant  
Lieutenant  
Reserve Officer  
Animal Control Officer  
School Resource Police Officer  
Police Record Clerk I  
Police Record Clerk II

**Administrative Services:**

City Manager  
City Clerk/Executive Secretary

**Finance Department**

Finance Director  
Senior Accounting Technician  
Account Technician/Administration  
Accounting Technician III  
Account Clerk II  
Account Clerk I

**Recreation**

Senior Coordinator

**Public Works Department**

Director of Public Works  
Public Works Superintendent  
Public Works Supervisor  
Building Official  
Maintenance Worker II  
Maintenance Worker I  
Building Inspector

**Water Department**

Chief, Plant Water Operator  
Water System Operator III  
Water System Operator II  
Water System Operator I

**Wastewater Department**

Chief, Plant Wastewater Operator

Wastewater Operator III

Wastewater Operator II

Wastewater Operator I

Wastewater Plant Operator in Training

Pre-employment testing does not apply to regular City employees applying for promotional positions who are not required to have a physical examination for placement in the position.

Any temporary employee that is hired as a regular employee, in any of the above positions, will be subject to a pre-employment examination that will include drug and alcohol testing.

**ATTACHMENT "B" REPORT FORM**

**ALCOHOL AND DRUG-FREE WORKPLACE POLICY REPORT FORM**

This is to certify that \_\_\_\_\_ has reasonable suspicion  
(Supervisor)

to believe that \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ was  
(Employee) (Date) (Time)

(a) in possession of or (b) under the influence of a substance or substances in violation of the City's Alcohol and Drug-Free Workplace Policy.

The following are the specific facts that have led me to suspect that the above-named employee has violated the City's Alcohol and Drug-Free Workplace Policy:

\_\_\_\_\_  
(Supervisor's Signature)

\_\_\_\_\_  
(Date)

# ATTACHMENT "C" CONSENT FORM

## Authorization and Release of Protected Health Information

I hereby authorize the use and disclosure of my individually identifiable health information as described below.

I understand that signing this authorization is voluntary. However, if I refuse to sign this form during an investigation for cause or suspicion, this may jeopardize my employment with the CITY OF ORANGE COVE.

I understand that I am entitled to receive a copy of this form upon signing it.

I understand that if the organization or individual authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.

I understand that I have a right to revoke this authorization, but that I must send a written revocation to the CITY OF ORANGE COVE, attention Human Resources, 156 S. Broadway, Suite 235, CITY OF ORANGE COVE, CA 95380. I also understand that the revocation applies to uses and disclosures made after the revocation is made.

Employee Name:	
Employee ID Number:	
Person or organization authorized to RELEASE my health information:	Name: Address: City, State Zip: Phone Number:
Person or organization authorized to RECEIVE my health information:	Name: Address: City, State Zip: Phone Number:
Specific description of information is to be disclosed (be specific, include dates):	
What is the purpose of the disclosure?	
This authorization will expire on (date or event):	
Signed:	Date:
Patient Name (Print):	
If signed by a patient representative Representative Name (Print):	Relationship to Patient, including authority for status as representative:

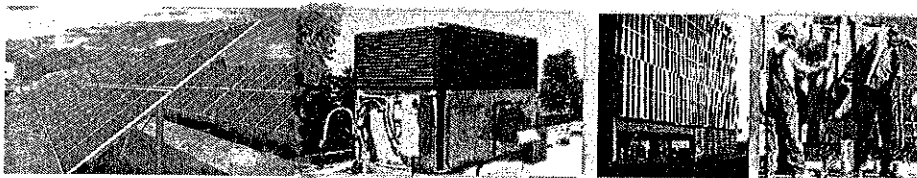
\*\*\* YOU MAY REFUSE TO SIGN THIS FORM \*\*\* This form does NOT authorize the release of psychotherapy notes.



# **Energizing the City of Orange Cove:**

**Comprehensive City-Wide Energy Program**

**December 2, 2020**



## Agenda

- About ENGIE
- Energy Program Goals
- Energy Conservation Measure (ECM) Matrix
- Scope Details
  - COVID-19 HVAC Ionizers
  - Lighting
  - HVAC & Controls
  - Smart Thermostats
  - WWTP Process Upgrades
  - Solar PV
  - Community Impact
- Program Financial Analysis
- Program Benefits
- Next Steps





## Why ENGIE? Experience & Track Record

### Delivering Value

- 46 years of experience
- Strong local references: City of Firebaugh, City of Mendota, City of Madera, Tulare County, Kings County, Selma Kingsburg Fowler Sanitation District and many more
- Eight (8) offices in CA
- Experienced PR Team:
  - Press releases
  - Town hall meetings
  - Ribbon cutting events

### Project Expertise

- More technical resources than any other company in California
- Experienced & most qualified project team
- Local, in-house Operations and Maintenance capabilities
- Over 300 MW of solar interconnected for public entities in CA

### Fiscal Strength & Risk Mitigation

- #1 Provider of energy services in the world
- 185-year company history
- Annual revenue of \$68 billion
- Credit rating of A-/A2
- Achieved 109% of guaranteed savings
- Volume procurement through vendor competition



## Over \$250 Million of Successful Projects in the Central Valley

● City of Atwater	\$8.7 million
● City of Delano	\$3.4 million
● City of Dinuba Phases 1 - 2	\$12.1 million
● City of Hanford Phases 1 - 2	\$14.3 million
● City of Firebaugh	\$4.2 million
● City of Gustine	\$3.2 million
● City of Lemoore Phases 1 - 3	\$17.5 million
● City of Madera	\$18.8 million
● City of Mendota	\$3.9 million
● City of Patterson	\$5.4 million
● City of Waterford	\$1.9 million
● County of Kings Phases 1 - 4	\$27.4 million
● County of Madera Phases 1 - 2	\$16.5 million
● County of Merced	\$11.7 million
● County of Tulare Phases 1 - 2	\$34.5 million
● Alpaugh Unified School District	\$1.7 million
● Escalon Unified School District	\$6.9 million
● Gustine Unified School District	\$3.3 million
● Lemoore Union High School District	\$3.0 million
● Merced Union High School District	\$23.5 million
● Tulare Union High School District	\$12.7 million
● Wasco Union Elementary School District Phases 1-2	\$8.7 million
● Fresno State University	\$12.0 million
● State Center Community College District, Fresno	\$2.5 million
● Selma-Kingsburg-Fowler County Sanitation District	\$9.8 million



## City Energy Projects

City of Alhambra	City of Firebaugh	City of La Habra	City of Mendota	City of Saint Helena
City of American Canyon	City of Fremont	City of La Puente	City of Millbrae	City of Salinas
City of Atwater	City of Garden Grove	City of Lakeport	City of Moreno Valley	City of San Jacinto
City of Benicia	City of Gonzales	City of Lemoore	City of Milpitas	City of San Jose
City of Brea	City of Grass Valley	City of Livermore	City of Palm Springs	City of Simi Valley
City of Concord	City of Gustine	City of Lomita	City of Patterson	City of Union City
City of Delano	City of Greenfield	City of Lompoc	City of Pismo Beach	City of Waterford
City of Dinuba	City of Hanford	City of Marysville	City of Port Hueneme	City of Yuba City
City of Dublin	City of King City	City of Madera	City of Richmond	City of Escalon

# Energy Program Goals

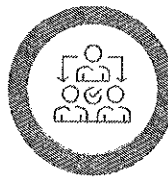
## Address Critical Infrastructure Needs

- Reduce maintenance time and costs
- Upgrade aging infrastructure
- Improve illumination of the City
- Provide redundancy for critical operations



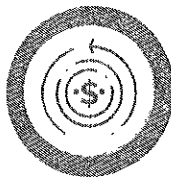
## Promote COVID-19 Economic Recovery

- Create jobs through construction work
- Create local economic benefit for the City of Orange Cove community



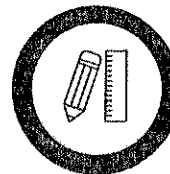
## Demonstrate Fiscal and Environmental Responsibility

- Generate General Fund Savings
- Reduce energy and operational costs
- Mitigate the potential fiscal impacts related to COVID-19
- Reduce carbon footprint



## Community

- Reduce the spread of COVID-19 through the new HVAC system
- Improved safety at City Parks with additional park lighting
- Become a community leader and example for renewable energy and sustainability





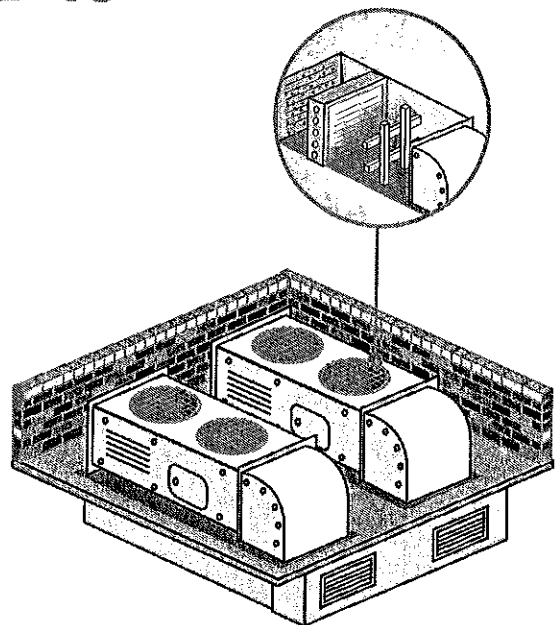
## Energy Conservation Measures Matrix

Site	Address	Solar PV	Interior & Exterior Lighting	Field Lighting	HVAC Replacements	COVID-19 Ionizers	Smart Thermostats	WWTP Process Upgrades	Pumping Upgrades
Wastewater Treatment Plant	S Monson Ave. & Parlier Ave.	X	X		X	X	X	X	
Water Treatment Plant	628 2nd Street		X		X	X	X		X
Community Center & Gene Welch Field	1705 Anchor	X	X	X	X	X	X		
Fire Department & Police Department	550 Center Street	X	X		X	X	X		
City Hall	633 6th St.	X	X		X	X	X		
Skate Park	1799 Anchor Ave.			X	X	X	X		
Senior Center	699 6th Street	X	X		X	X	X		
Child Development Center	699 6th Street	X	X						

## Reduce the Spread of COVID-19

### Needlepoint Bipolar Ionization (NPBI)

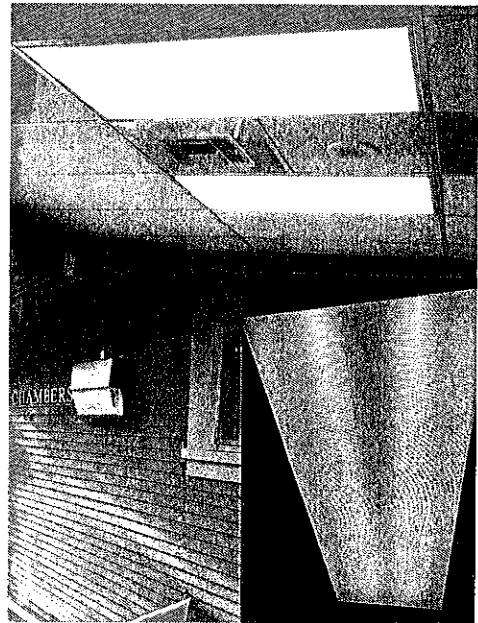
- Install twenty-eight (28) HVAC Ionizers at City Hall, Wastewater Treatment Plant, Water Treatment Plan, Community Center, Fire Dept. and Police Dept., Senior Center, Skate Park, and Child Development Center
- NPBI adds negative ions to the air to attract positively charged particles (pollutants etc.), causing them to become inert or large enough for the air filtration system to capture the particles
- **Benefits Include:**
  - Reduces the spread of COVID-19, airborne viruses and bacteria through the HVAC system
  - No maintenance required





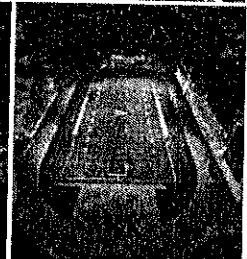
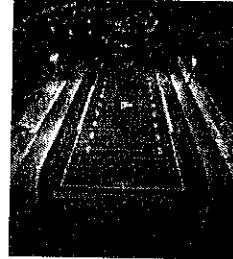
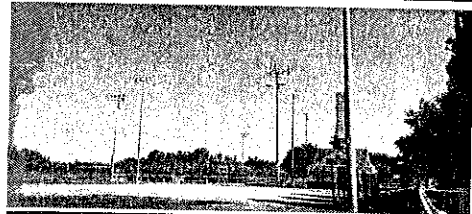
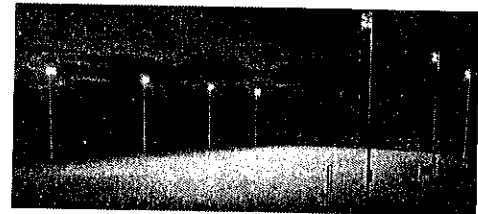
## Install LED Lighting & Controls

- Replace older generation lamps and ballasts with new, more efficient, longer lasting LED lamps
- Locations:
  - WWTP, WTP, Community Center & Gene Welch Field, Fire Department & Police Department, City Hall, Senior Center and Child Development Center
- **Benefits Include:**
  - Replaces old lamps and ballasts
  - Savings in energy cost
  - Longer life of lamps
  - Substantial reduction in maintenance cost
  - Adds occupancy sensors that react to motion by turning lights on or off



## Install LED Ballfield Lighting

- Retrofit existing metal halide and high-pressure sodium lamps with LED fixtures and controls. Add six (6) new LED fixtures in the field with no current lighting
- Scope includes upgrading 72 lamps to LED at the Skate Park and Soccer Fields (Gene Welch Field)
- **Benefits Include:**
  - Better quality lighting for community recreation leagues
  - Scheduling and controllability
  - Less light pollution at night
  - Savings in maintenance costs
  - Savings in energy cost





## Replace HVAC

- Replace old, inefficient HVAC units with new, more efficient units of the same size

### ● Locations:

#### ● Wastewater Treatment Plant

- Replace two (2) units – 5 tons of cooling

#### ● Water Treatment Plant

- Replace one (1) unit – 4 tons of cooling

#### ● Community Center & Gene Welch Field

- Replace seven (7) units – 64 tons of cooling

#### ● Fire Department & Police Department

- Replace three (3) units – 12 tons of cooling

#### ● City Hall

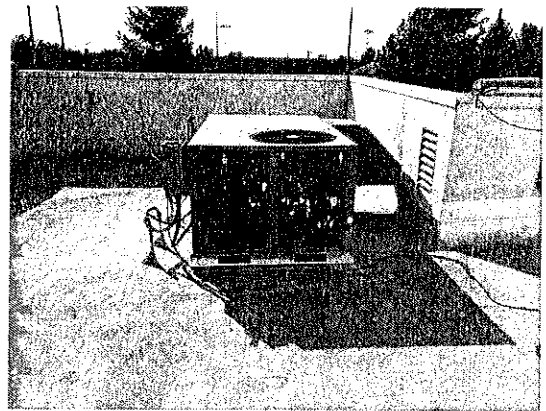
- Replace one (1) unit – 3.5 tons of cooling

#### ● Senior Center

- Replace two (2) units – 8 tons of cooling

#### ● Child Development Center

- Replace five (5) units – 20 tons of cooling



### ● Benefits Include:

- More efficient units
- Improves comfort
- Savings in energy cost
- Reduces maintenance cost
- Planned replacement vs. emergency breakdown

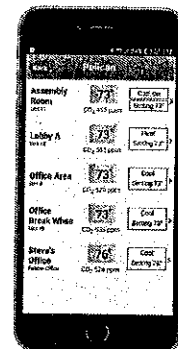
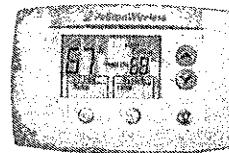
## Install Wireless Thermostats

### ● Install Wireless Thermostats at following sites:

- Wastewater Treatment Plant: Install two (2) thermostats
- Water Treatment Plant: Install one (1) thermostats
- Community Center & Gene Welch Field: Install ten (10) thermostats
- Fire Department & Police Department: Install three (3) thermostats
- City Hall: Install three (3) thermostats
- Senior Center: Install two (2) thermostats
- Child Development Center: Install seven (7) thermostats

### ● Benefits Include:

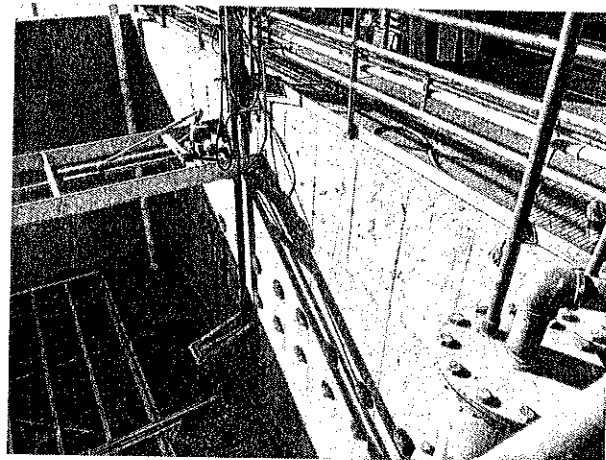
- Savings in energy cost
- Reduces maintenance cost
- Better comfort
- Faster response to HVAC unit problems





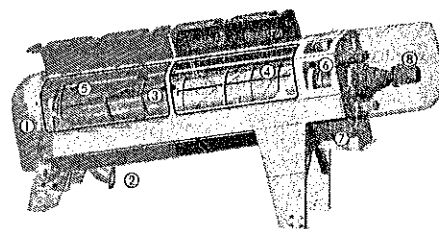
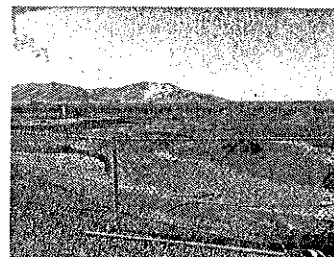
## Replace Secondary Clarifier Air Lift

- The sludge is currently removed from one clarifier by air lift pumps. The other clarifier has chain of flight and motor driven sludge pumps
- The air lift clarifier is out of service, leaving no redundancy
- **Solution**
  - Replace air lift with motor driven sludge pump and install chain of flight mechanism similar to other clarifier
  - Replace with 10 HP sludge pump and ½ HP chain drive
- **Benefits Include:**
  - Energy and demand savings by not having to operate the 75 HP blower
  - Clarifier redundancy for critical settling operations
  - Reduces maintenance costs



## Replace Aerobic Digester with Huber Screw Press

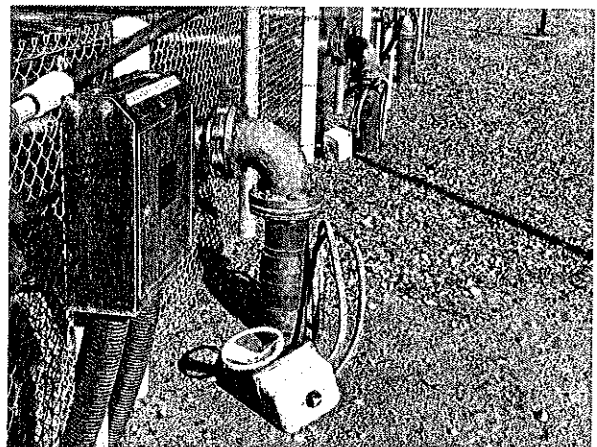
- Aerobic digester has four (4) 10 HP mechanical surface aerators running 24x7
- Aerobic digester is not needed since sludge age is ~45 days
- Solution
  - Decommission the aerobic digester
  - Install a Huber Q-Series 280 screw press
  - Install screw press adjacent to the old trickling filter
- **Benefits Include:**
  - Replace 40 HP (29.6 kW) continuous electrical load with 0.37 kW intermittent load
  - Increases solids concentration
  - Reduces disposal costs



- |                                                                               |                                                                              |                                                                                                |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| ① sludge inlet                                                                | ④ filter basket with decreasing bar spacings, axially dividable as an option | ⑥ pneumatic cylinders for maintaining a continuously adjustable pressure of the discharge cone |
| ② filtrate outlet                                                             | ⑤ washing system with separately controllable spray nozzle areas             | ⑦ press sludge discharge                                                                       |
| ③ auger with increasing shaft diameter and decreasing gap between its flights |                                                                              | ⑧ energy-efficient drive 0.2 – 1.5 rpm                                                         |

## Replace Aeration Basin Air Actuators

- Actuators control the air flowing to the aeration basins
- Critical to maintaining dissolved oxygen control
- 26 actuators in two trains – currently one train is not working
- Solution
  - Replace 13 actuators in one aeration basin
- **Benefits Include:**
  - Eliminates manual operation of valves
  - Improves dissolved oxygen control of the aeration process
  - Reduces energy consumption to close to theoretical minimum



## Replace High Service Booster Pumps in Water Plant

- There are two (2) 30 HP booster pumps with no variable frequency drives (VFDs)
- Booster pumps are over 40 years old
- Calculated wire to water efficiency is around 23%
- Solution
  - Replace booster pumps with efficient pumps and install VFDs
- **Benefits Include:**
  - Reduces energy consumption
  - Reduces maintenance costs
  - VFD equipped pumps can ramp up and down in response to demand



## Solar PV Scope & Benefits

- Solar PV scope includes 587 kW across 4 sites
- **Benefits Include:**
  - Provides shade for parking
  - Hedges against rising energy costs
  - Reduces greenhouse gas emissions

Site Name	System Type	System Size (kW)
Wastewater Treatment Plant	Ground Mount	462
Community Center & Gene Welch Field	Parking Canopy	65
Fire Department & Police Department	Roof Mount	36
City Hall	Parking Canopy	24
<b>Total</b>		<b>587</b>



# Wastewater Treatment Plant

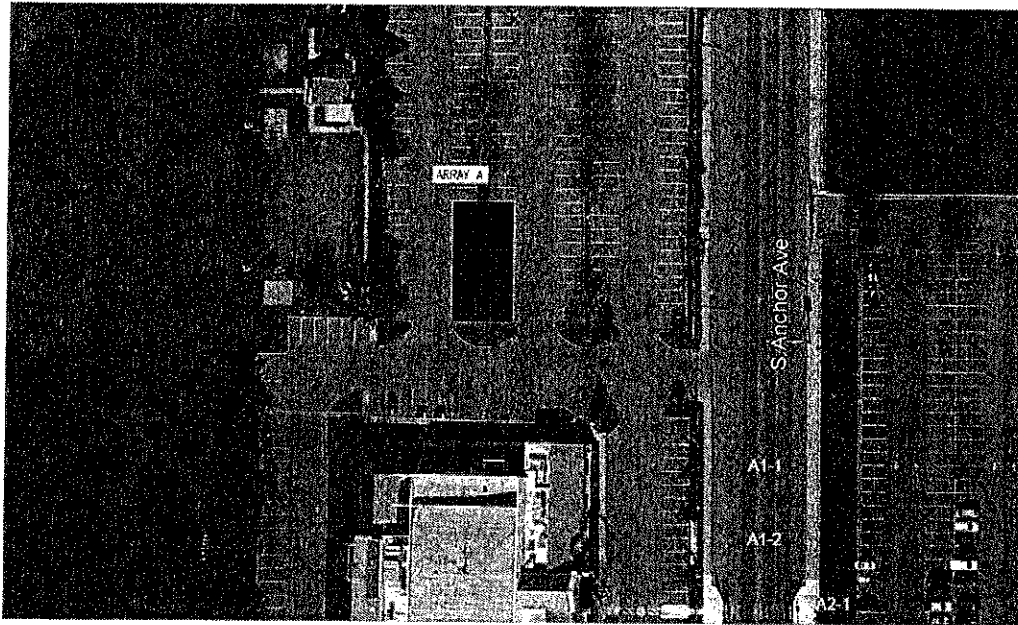
Solar Ground Mount – 462 kW





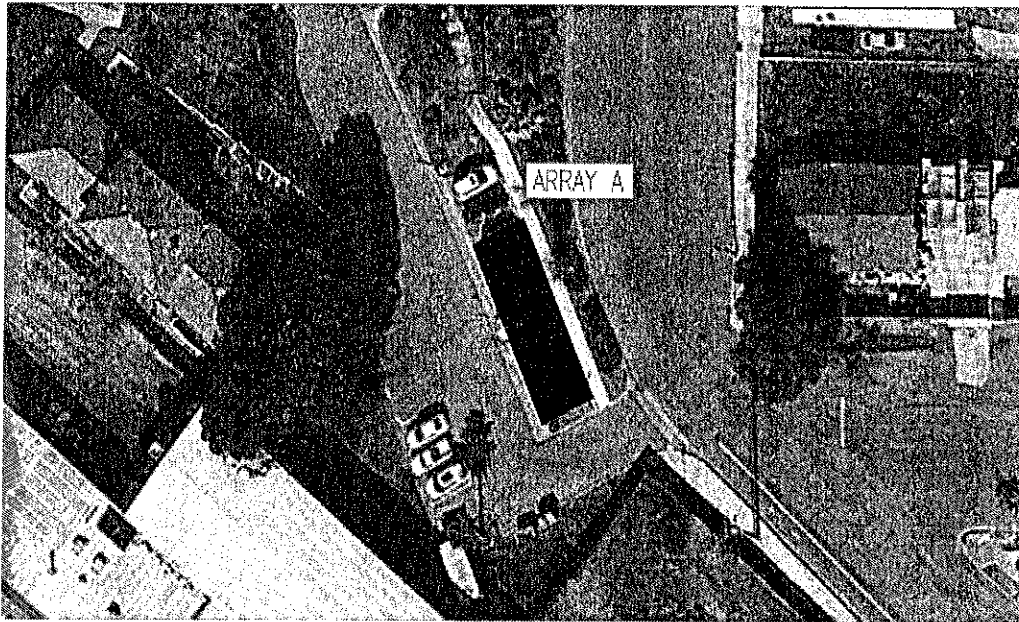
# Community Center & Gene Welch Field

Solar Parking Canopy - 65 kW



# City Hall & Senior Center

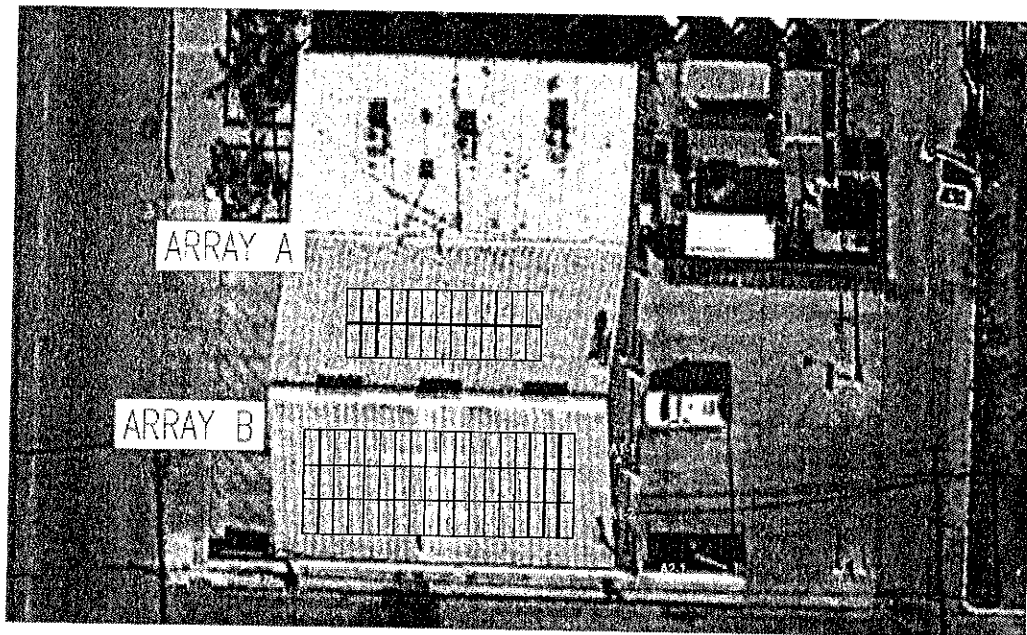
Solar Parking Canopy - 24 kW



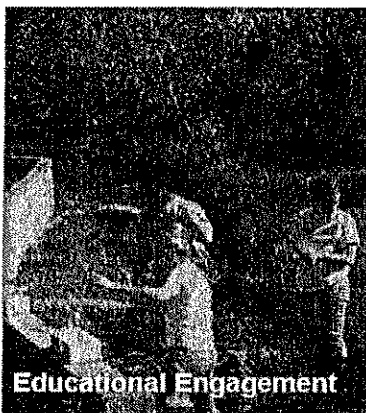


# Fire Department & Police Department

Solar Roof Mount – 36 kW



## Education & Community Engagement Options



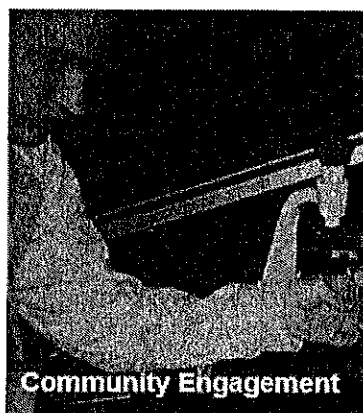
### **Educational Engagement**

*Provide local schools, scouts, community organizations and residents with onsite and offsite educational opportunities like field trips and camps.*



### **Workforce Development**

*Work-based learning opportunities for high school and college students including internships & career paths grounded in sustainability.*



### **Community Engagement**

*Make a local impact within the community of Orange Cove. Attend community events and partner with existing community programs.*

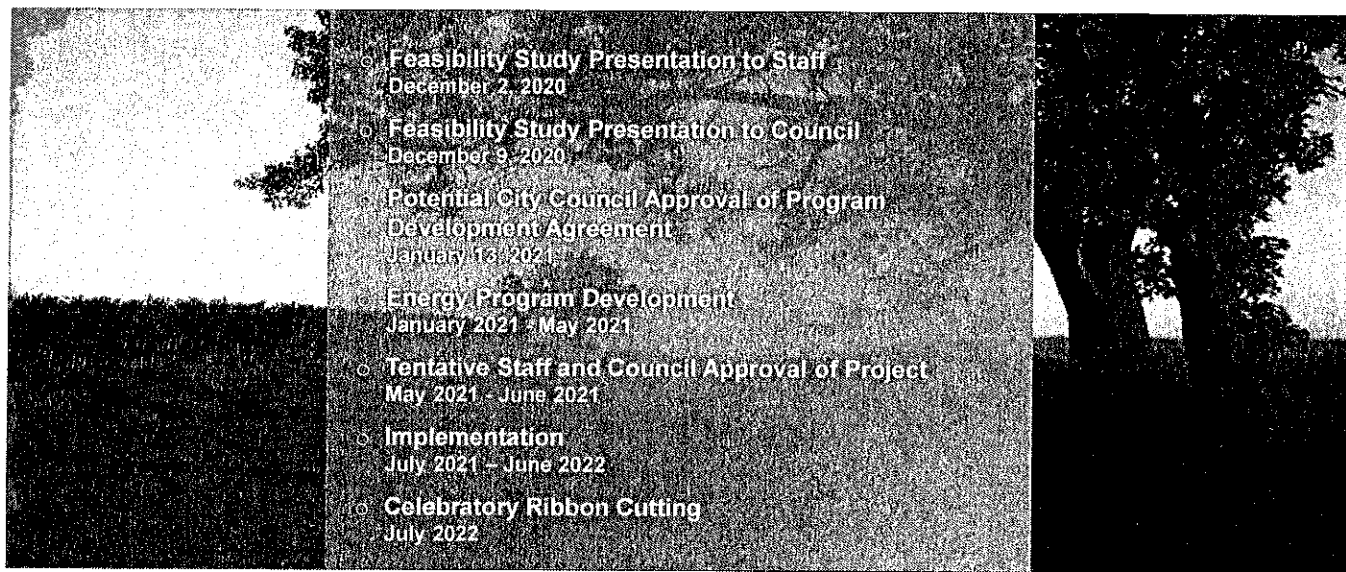
# Preliminary Financial Analysis

Estimated Project Cost									
City Contribution									\$7,297,957
Amount to be Financed									\$0
Finance Term									\$7,297,957
Estimated Annual Interest Rate									20
Annual Escalation of Electricity Cost									2.80%
Annual Escalation of O&M Cost									5.00%
Annual Solar Panel Degradation									3.00%
									0.50%
Year	Solar Project Savings	Energy Efficiency Savings	Projected WWT Process O&M Savings	Projected Other O&M Savings	Total Program Savings	Lease Payment	Solar O&M Cost	Total Program Costs	Net Savings
Year 1	\$158,427	\$105,889	\$107,500	\$42,729	\$414,345	\$297,744	\$11,740	\$309,484	\$104,862
Year 2	\$165,517	\$110,973	\$110,725	\$44,011	\$431,226	\$314,272	\$12,092	\$326,364	\$104,862
Year 3	\$172,924	\$116,522	\$114,047	\$45,331	\$448,824	\$331,507	\$12,455	\$343,962	\$104,862
Year 4	\$180,862	\$122,348	\$117,468	\$46,891	\$467,170	\$349,479	\$12,829	\$362,308	\$104,862
Year 5	\$188,747	\$128,485	\$120,892	\$48,092	\$486,296	\$368,221	\$13,213	\$381,435	\$104,862
Year 6	\$197,193	\$134,889	\$124,622	\$49,535	\$506,239	\$387,757	\$13,610	\$401,377	\$104,862
Year 7	\$206,017	\$141,633	\$128,361	\$51,021	\$527,032	\$408,152	\$14,018	\$422,170	\$104,862
Year 8	\$215,237	\$148,715	\$132,211	\$52,552	\$548,714	\$429,414	\$14,439	\$443,853	\$104,862
Year 9	\$224,869	\$156,151	\$136,178	\$54,128	\$571,325	\$451,591	\$14,872	\$466,463	\$104,862
Year 10	\$234,931	\$163,958	\$140,263	\$55,752	\$594,904	\$474,725	\$15,318	\$490,043	\$104,862
Year 11	\$245,445	\$172,156	\$144,471	\$57,424	\$619,496	\$498,857	\$15,778	\$514,634	\$104,862
Year 12	\$256,428	\$180,764	\$148,805	\$59,147	\$645,144	\$524,032	\$16,251	\$540,283	\$104,862
Year 13	\$267,903	\$189,802	\$153,269	\$60,922	\$671,896	\$550,296	\$16,738	\$567,035	\$104,862
Year 14	\$279,892	\$199,292	\$157,867	\$62,749	\$699,801	\$577,699	\$17,241	\$594,939	\$104,862
Year 15	\$292,417	\$209,257	\$162,603	\$64,632	\$728,909	\$606,290	\$17,758	\$624,047	\$104,862
Year 16	\$305,503	\$219,719	\$167,481	\$66,571	\$759,275	\$636,122	\$18,291	\$654,413	\$104,862
Year 17	\$319,174	\$230,705	\$172,506	\$68,568	\$790,953	\$667,252	\$18,839	\$686,092	\$104,862
Year 18	\$333,457	\$242,241	\$177,581	\$70,625	\$824,004	\$699,738	\$19,404	\$719,142	\$104,862
Year 19	\$348,379	\$254,353	\$183,012	\$72,744	\$858,487	\$733,839	\$19,987	\$753,826	\$104,862
Year 20	\$363,969	\$267,070	\$188,502	\$74,926	\$894,468	\$769,020	\$20,586	\$789,606	\$104,862
Year 21	\$380,257	\$0	\$0	\$0	\$380,257	\$0	\$21,204	\$21,204	\$359,053
Year 22	\$397,273	\$0	\$0	\$0	\$397,273	\$0	\$21,840	\$21,840	\$375,434
Year 23	\$415,051	\$0	\$0	\$0	\$415,051	\$0	\$22,495	\$22,495	\$392,556
Year 24	\$433,625	\$0	\$0	\$0	\$433,625	\$0	\$23,170	\$23,170	\$410,456
Year 25	\$453,030	\$0	\$0	\$0	\$453,030	\$0	\$23,865	\$23,865	\$429,165
Year 26	\$473,303	\$0	\$0	\$0	\$473,303	\$0	\$24,581	\$24,581	\$448,722
Year 27	\$494,483	\$0	\$0	\$0	\$494,483	\$0	\$25,318	\$25,318	\$469,165
Year 28	\$516,611	\$0	\$0	\$0	\$516,611	\$0	\$26,078	\$26,078	\$490,533
Year 29	\$539,730	\$0	\$0	\$0	\$539,730	\$0	\$26,860	\$26,860	\$512,869
Year 30	\$563,883	\$0	\$0	\$0	\$563,883	\$0	\$27,666	\$27,666	\$536,216
Totals	\$9,624,337	\$3,494,701	\$2,808,565	\$1,148,150	\$17,155,754	\$10,075,817	\$558,635	\$10,634,353	\$6,521,402





# Energy Program Roadmap



- **Feasibility Study Presentation to Staff**  
December 2, 2020
- **Feasibility Study Presentation to Council**  
December 9, 2020
- **Potential City Council Approval of Program Development Agreement**  
January 13, 2021
- **Energy Program Development**  
January 2021 - May 2021
- **Tentative Staff and Council Approval of Project**  
May 2021 - June 2021
- **Implementation**  
July 2021 - June 2022
- **Celebratory Ribbon Cutting**  
July 2022

## Project Team

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**Vince Alejandre**  
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(626) 788-6470

**Amelia Cottrell**  
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(616) 901-6183



**ENGIE Services U.S.**  
150 E Colorado Blvd., Suite 360  
Pasadena, CA 91105





## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Rudy Hernandez, Interim City Manager

**Subject:** Approve Agreement for On-Call Engineering Services for Federally and State Funded Transportation Projects with AM Consulting Engineers, Inc., Authorize the City Manager to execute Agreement on Behalf of the City, and approve Task Order No. 1 for the Park Boulevard Infrastructure Project

**Attachments:** Resolution No. 2020-48  
Exhibit A – Agreement for On-Call Engineering Services for Federally and State Funded Transportation Projects  
Exhibit B – Task Order No. 1 Park Boulevard Infrastructure Project Scope of Work and Fee

### **RECOMMENDATION:**

Staff recommends that City Council adopt the attached Resolution approving the Agreement for On-Call Engineering Services for Federally and State Funded Transportation Projects (Agreement) with AM Consulting Engineers, Inc., authorize the City Manager to execute Agreement on behalf of the City, and approve Task Order No. 1 for the EDA Park Boulevard Infrastructure Project.

### **BACKGROUND:**

In order to meet procurement requirements set by the EDA, the Agreement for On-Call Engineering Services for Federally and State Funded Transportation Projects (Agreement) is required for AM Consulting Engineers to provide design and construction services for the EDA

Prepared by: Rudy Hernandez

Approved by: \_\_\_\_\_

REVIEW: City Manager: \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

#### **TYPE OF ITEM:**

#### **COUNCIL ACTION: APPROVED DENIED NO ACTION**

\_\_\_\_ Consent  
\_\_\_\_ Info Item  
X Action Item  
\_\_\_\_ Department Report  
\_\_\_\_ Redevelopment Agency

\_\_\_\_ Public Hearing  
\_\_\_\_ Matter Initiated by a Council Member  
\_\_\_\_ Other  
\_\_\_\_ Continued to: \_\_\_\_\_

Park Boulevard Infrastructure Project (Project). The Project will include the construction of off-site improvement intended to serve the commercial developments on the northwest corner of Park Boulevard and Anchor Avenue, such as a new sewer main, storm drain, street light and various street improvements along Park Boulevard and Anchor Avenue. The Agreement is attached in Exhibit A.

Task Order No. 1 attached as Exhibit B, contains AM Consulting Engineers scope and fee to complete the design, construction support, and grant administration services for a not to exceed fee of \$391,645. Council approval is required for AM Consulting Engineers to proceed with the design of the Project.

**FISCAL IMPACT:**

There is no fiscal impact associated with the adoption of this Resolution. Work completed by AM Consulting Engineers for Task Order No. 1 will be funded by grant funds from the EDA.

**CONFLICT OF INTEREST:**

None.

RESOLUTION NO. 2020- 48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
APPROVING AGREEMENT FOR ON-CALL ENGINEERING SERVICES FOR  
FEDERALLY AND STATE FUNDED TRANSPORTATION PROJECTS, AUTHORIZE THE  
CITY MANAGER TO EXECUTE AGREEMENT ON BEHALF OF THE CITY, AND  
APPROVE TASK ORDER NO. 1 FOR THE PARK BOULEVARD INFRASTRUCTURE  
PROJECT

WHEREAS, the City issued a Request for Qualifications for On-Call Engineering Services for Federally and State Funded Transportation Projects; and

WHEREAS, AM Consulting Engineers, Inc. and 4 Creeks, Inc. submitted proposals and have the necessary experience to complete the requirements of the Request for Qualifications; and

WHEREAS, a selection committee of consisting of City of Orange Cove staff members reviewed the proposals of the two firms; and

WHEREAS, the selection committee recommends to the City Council that it select AM Consulting Engineers, Inc. to provide On-Call Engineering Services for Federally and State Funded Transportation Projects; and

WHEREAS, the City Manager has negotiated an Agreement for On-Call Engineering Services (Agreement) with AM Consulting Engineers, Inc. as shown in attached Exhibit A; and

WHEREAS, specific projects through this Agreement will be assigned to AM Consulting Engineers, Inc. though the issuance of Task Orders; and

WHEREAS, Task Order No. 1, as shown in Exhibit B, provides the scope of work and fee schedule for the Park Boulevard Infrastructure Project.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The City Council selects AM Consulting Engineers, Inc. as the firm to provide On-Call Engineering Services for Federally and State Funded Transportation Projects.
3. The City Manager is authorized to sign the Agreement as shown in attached Exhibit A on behalf of the City.
4. Following execution of the Agreement, AM Consulting Engineers, Inc. is authorized to proceed with the scope of work outlined in Task Order No. 1 as shown in attached Exhibit A.
5. 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.

6. 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 December 9, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk

**AGREEMENT  
ON-CALL ENGINEERING SERVICES  
FOR FEDERALLY AND STATE FUNDED  
TRANSPORTATION PROJECTS**

THIS AGREEMENT is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF ORANGE COVE, a California municipal corporation (hereinafter referred to as "CITY") and AM CONSULTING ENGINEERS, Inc a California corporation, (hereinafter referred to as "ENGINEER").

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## RECITALS

WHEREAS, CITY desires to obtain Professional Engineering services for the Design and Construction Management Services for Transportation Projects that are funded by the United States and/or the State of California; and

WHEREAS, ENGINEER is a firm consisting of registered Professional Engineers and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the provision of these services is not a management position within the City staff, and the Engineer may not direct City personnel, sign contracts on behalf of the City, nor have final authority for payments by City for services, materials or equipment; and

WHEREAS, this Agreement will be administered for CITY by City Manager or his designee.

## ARTICLE I INTRODUCTION

- A. The work to be performed under this AGREEMENT is described in Article III Statement of Work. The CITY retains the ENGINEER to provide "On Call" engineering services a requested in each Task Order.
- B. ENGINEER agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of ENGINEER,

except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

- C. ENGINEER in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that ENGINEER (including ENGINEER's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. ENGINEER's assigned personnel shall not be entitled to any benefits payable to employees of City.
- D. CITY is not required to make any deductions or withholdings from the compensation payable to ENGINEER under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of ENGINEER's assigned personnel. ENGINEER, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.
- E. Any third party person(s) employed by ENGINEER shall be entirely and exclusively under the direction, supervision, and control of ENGINEER. ENGINEER hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- F. Except as expressly authorized herein, ENGINEER's obligations under this AGREEMENT are not assignable or transferable, and ENGINEER shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to ENGINEER from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.
- G. ENGINEER shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or sub-consultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by ENGINEER.
- H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- I. The consideration to be paid to ENGINEER as provided herein, shall be in compensation for all of ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II ENGINEER'S REPORTS OR MEETINGS**

- A. ENGINEER shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for CITY's Contract Administrator or Project Coordinator to determine, if ENGINEER is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. ENGINEER's Project Manager shall meet with CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

## ARTICLE III STATEMENT OF WORK

### A. ENGINEER Services

Provide engineering services as requested by CITY for projects funded by Federal or State monies, including but not limited to funds received by the CITY from the Federal Highway Administration, Caltrans, Housing and Community Development Department, U. S. Department of Agriculture, Environmental Protection Agency, Department of Public Health, U.S. Economic Development Agency, and State Water Board. Render such other engineering services as is customary in the field of municipal engineering, including the preparation of engineering reports, conceptual designs, construction plans, specifications, engineer's estimates and contract documents.

### B. Right of Way

Prepare legal descriptions and diagrams to be used for determination and acquisition of rights of way.

### C. Surveys

Provide boundary and topographic surveys. Provide construction staking as requested by CITY.

### D. Subsurface Investigations

Subsurface investigations shall be performed by ENGINEER or sub-consultants under contract with ENGINEER, at the request of the CITY.

### E. CITY Obligations

CITY shall make available to ENGINEER all data applicable to the projects covered by this Agreement and in possession of CITY.

### F. Conferences, Site Visits, Inspection of Work

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

### G. Checking Shop Drawings

Payment for checking shop drawings by ENGINEER may be included in the AGREEMENT fee, as required for each project.

### H. ENGINEER Services During Construction

ENGINEER shall provide construction engineering services, including, but not limited to: contract administration, inspections, construction staking, progress payment review and preparation of invoices to public agencies for reimbursements to CITY as requested.

### I. Documentation and Schedules

ENGINEER shall document the results of the work to the satisfaction of CITY, and if applicable, the State, FHWA, or other public agency. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

### J. Deliverables and Number of Copies



The cost of providing copies of documents furnished to CITY shall be paid for at the rate specified in the Fee Schedule.

#### **ARTICLE IV PERFORMANCE PERIOD**

- A. This AGREEMENT shall go into effect on the date that the agreement is executed by the CITY, and ENGINEER shall commence work after notification to proceed by CITY'S Contract Administrator. The AGREEMENT shall end three years following the date that the agreement is executed unless extended by AGREEMENT amendment.
- B. ENGINEER is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years from the date that the agreement is executed by the CITY.

#### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. ENGINEER will be reimbursed for hours worked at the hourly rates specified in the ENGINEER'S approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. The rates shown in Attached Exhibit 10-H2 shall apply for the three years of this Agreement beginning on the date the Agreement is executed by CITY. If the Agreement is extended for an additional two years, the rates may be adjusted annually upon agreement amendment between the parties. ENGINEER will be reimbursed within thirty (30) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, ENGINEER will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to ENGINEER through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by CITY, CITY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Coordinator. The draft Task Order will be delivered to ENGINEER for review. ENGINEER shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both CITY and ENGINEER.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in ENGINEER'S approved Cost Proposal. ENGINEER shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by

the Department of Industrial Relations. ENGINEER is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

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

City of Orange Cove  
Finance Director  
633 Sixth Street  
Orange Cove, CA 93646
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If ENGINEER fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

- P. The total amount payable by CITY for all Task Orders resulting from this AGREEMENT shall not exceed \$391,645. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

#### **ARTICLE VI TERMINATION**

- A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section XXVI, Ownership of Data.
- B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that ENGINEER is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, ENGINEER shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, ENGINEER shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by ENGINEER, and City may withhold any payments due to ENGINEER until such time as the exact amount of damages, if any, due City from ENGINEER is determined.
- D. In the event of termination, ENGINEER shall be compensated as provided for in this AGREEMENT, except as provided in Section XI 0. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section XXVI, Ownership of Data.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

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

## **ARTICLE VIII RETENTION OF RECORD/AUDITS**

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

## **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, ENGINEER may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse ENGINEER from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. ENGINEER and sub-consultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is ENGINEER's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by ENGINEER and approved by CITY Contract Administrator to conform to the audit or review recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by ENGINEER to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. ENGINEER's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the ENGINEER and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in

the audit report. Refusal by the ENGINEER to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

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

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require ENGINEER to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the ENGINEER's and/or the independent CPA's revisions.
  3. If the ENGINEER fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. ENGINEER may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The ENGINEER MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the ENGINEER, either as a prime or sub-consultant, with the same fiscal period ICR.

## **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Sub-consultants, and no sub-agreement shall relieve the ENGINEER of its responsibilities and obligations hereunder. The ENGINEER agrees to be as fully responsible to the CITY for the acts and omissions of its Sub-consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the ENGINEER. The ENGINEER's obligation to pay its Sub-consultants is an independent obligation from the CITY's obligation to make payments to the ENGINEER.
- B. The ENGINEER shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the ENGINEER's approved Cost Proposal.
- C. Any sub-agreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Sub-consultants unless otherwise noted.
- D. ENGINEER shall pay its Sub-consultants within Fifteen (15) calendar days from receipt of each payment made to the ENGINEER by the CITY.
- E. Any substitution of Sub-consultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Sub-consultant.

## **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before ENGINEER enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or ENGINEER services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in ENGINEER's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, ENGINEER may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined at ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and ENGINEER, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

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

## ARTICLE XII STATE PREVAILING WAGE RATES

- A. No ENGINEER or Sub-consultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The ENGINEER shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer ([http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region\\_Map\\_Construction\\_7-8-15.pdf](http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf)). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each ENGINEER and Sub-consultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the ENGINEER or Sub-consultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the ENGINEER under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representative's at all reasonable hours at the principal office of the ENGINEER. The ENGINEER shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the ENGINEER.
- c. The public shall not be given access to certified payroll records by the ENGINEER. The ENGINEER is required to forward any requests for certified payrolls to the CITY Contract Administrator by both email and regular mail on the business day following receipt of the request.
- 3. Each ENGINEER shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the ENGINEER or Sub-consultant performing the work shall not be marked or obliterated.
- 5. The ENGINEER shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, City and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- 6. The ENGINEER or Sub-consultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the ENGINEER or Sub-consultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. ENGINEER is not subject to a penalty assessment pursuant to this section due to the failure of a Sub-consultant to comply with this section.
- E. When prevailing wage rates apply, the ENGINEER is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
- F. Penalty
  - 1. The ENGINEER and any of its Sub-consultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the ENGINEER and any Sub-consultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the ENGINEER or by its Sub-consultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  - 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the ENGINEER or Sub-consultant in failing to pay the correct rate of prevailing wages, or the previous record of the ENGINEER or Sub-consultant in meeting their respective prevailing wage obligations, or the willful failure by



the ENGINEER or Sub-consultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the ENGINEER or Sub-consultant had knowledge of the obligations under the Labor Code. The ENGINEER is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

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

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The ENGINEER shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the ENGINEER or any of its Sub-consultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code,

and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

**H. Employment of Apprentices**

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

**ARTICLE XIII CONFLICT OF INTEREST**

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

**ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The ENGINEER warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this

AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XV PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The ENGINEER certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The ENGINEER also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub-agreements, which exceed one hundred thousand dollars (\$100,000), and that all such sub-recipients shall certify and disclose accordingly.

#### **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The ENGINEER's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the ENGINEER has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, ENGINEER and its sub-consultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and

veteran status. ENGINEER and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. ENGINEER and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. ENGINEER shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. ENGINEER and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The ENGINEER, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The ENGINEER shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Sub-consultants.

#### **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The ENGINEER's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the ENGINEER or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

#### **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". ENGINEERs who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 10%. Participation by DBE ENGINEER or sub-consultants shall be in accordance with information contained in Exhibit 10-O1: Engineer Proposal DBE Commitment, or in Exhibit 10-O2: Engineer Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE sub-consultant is unable to perform, ENGINEER must make a good faith effort to replace him/her with another DBE sub-consultant, if the goal is not otherwise met.
- C. ENGINEER can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the ENGINEER must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If ENGINEER has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The CITY, ENGINEER or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;

- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

- E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting CITY consent for the termination, ENGINEER must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE sub-consultant is unable to perform, ENGINEER must make a good faith effort to replace him/her with another DBE sub-consultant, if the goal is not otherwise met.
- F. Engineer shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Engineer) pursuant to prior written authorization of the CITY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. ENGINEER shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime ENGINEER's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Sub-consultants, certified correct by ENGINEER or ENGINEER's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to ENGINEER when a satisfactory "Final Report-

Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Sub-consultants" is submitted to the Contract Administrator.

- L. If a DBE sub-consultant is decertified during the life of the AGREEMENT, the decertified sub-consultant shall notify ENGINEER in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the AGREEMENT, the sub-consultant shall notify ENGINEER in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

#### **ARTICLE XIX INSURANCE**

- A. Prior to commencement of the work described herein, ENGINEER shall furnish CITY a Certificate of Insurance stating that there is coverage for the following limits of liability no less than:
  - 1. General comprehensive liability insurance: \$1,000,000 with a combined single limit (CSL) per occurrence for bodily injury and property damage
  - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage
  - 3. Employer's Liability: \$1,000,000 each accident for bodily injury
  - 4. Professional Liability (Errors and Omissions): \$1,000,000 per claim/occurrence
- B. The Certificate of Insurance will provide:
  - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to CITY.
  - 2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
  - 3. That CITY will not be responsible for any premiums or assessments on the policy.
- C. ENGINEER agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, ENGINEER agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event ENGINEER fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.
- D. Other Insurance Provisions:
  - 1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 – Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to ENGINEER'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

#### **ARTICLE XX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

#### **ARTICLE XXI CHANGE IN TERMS**

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

#### **ARTICLE XXII CONTINGENT FEE**

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



## **ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and Public Works Director, or Finance Director, who may consider written or verbal information submitted by ENGINEER.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, ENGINEER may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse ENGINEER from full and timely performance in accordance with the terms of this AGREEMENT.

## **ARTICLE XXIV INSPECTION OF WORK**

ENGINEER and any sub-consultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## **ARTICLE XXV SAFETY**

- A. ENGINEER shall comply with OSHA regulations applicable to ENGINEER regarding necessary safety equipment or procedures. ENGINEER shall comply with safety instructions issued by the City Manager and other CITY representatives. ENGINEER personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. ENGINEER shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. ENGINEER shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

## **ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by ENGINEER under this AGREEMENT shall become the property of City, and ENGINEER shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and ENGINEER shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by ENGINEER in performing this AGREEMENT which is not ENGINEER's privileged information, as defined by law, or ENGINEER's personnel information, along with all other property belonging exclusively to City which is in ENGINEER's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by ENGINEER hereunder to be work made for hire. ENGINEER acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by ENGINEER that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### **ARTICLE XXVII CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR**

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

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to ENGINEER in order to carry out this AGREEMENT, shall be protected by ENGINEER from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize ENGINEER to further disclose such information, or disseminate the same on any other occasion.

- C. ENGINEER shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, ENGINEER's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. ENGINEER shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by ENGINEER to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by ENGINEER pursuant to performance of this Contract are confidential and ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If ENGINEER or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from ENGINEER for any damages caused by ENGINEER releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, ENGINEER 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 ENGINEER within the immediately preceding two-year period, because of ENGINEER's failure to comply with an order of a federal court that orders ENGINEER to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXX EVALUATION OF ENGINEER**

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

#### **ARTICLE XXXI RETENTION OF FUNDS**

No retainage will be withheld by CITY from progress payments due the ENGINEER. Retainage by the ENGINEER or sub-consultants is prohibited, and no retainage will be held by the ENGINEER from progress due sub-consultants. Any violation of this provision shall subject the violating ENGINEER or sub-consultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the ENGINEER or sub-consultant in the event of a dispute involving late payment or nonpayment by the ENGINEER or deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE ENGINEER and sub-consultants.

## ARTICLE XXXII NOTIFICATION

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

ENGINEER:

AM CONSULTING ENGINEERS, INC  
ALFONSO MANRIQUE, Project Manager  
5150 N. SIXTH STREET SUITE 124  
FRESNO, CA

CITY:

CITY OF ORANGE COVE  
CITY MANAGER, Contract Administrator  
633 SIXTH STREET  
ORANGE COVE, CA 93646

## ARTICLE XXXIII CONTRACT

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

## ARTICLE XXXIV SIGNATURES

CITY FO ORANGE COVE  
a California Mutual Corporation

AM CONSULTING ENGINEERS, Inc.  
a California Corporation

\_\_\_\_\_  
Rudy Hernandez  
City Manager

\_\_\_\_\_  
Alfonso Manrique  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TASK ORDER NO. 1**  
**PARK BOULEVARD INFRASTRUCTURE PROJECT**  
**SCOPE OF WORK AND FEE**

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**A. BACKGROUND**

The City of Orange Cove (City) has been awarded a grant from the U.S. Department of Commerce Economic Development Agency (EDA) for the construction of public infrastructure improvements that are required to sever the neighborhood shopping center that is located on the northwest corner of Park Boulevard and Anchor Avenue. The off-site infrastructure improvements include the following:

- Construction of approximately 2,070 linear feet of 10-inch sewer main with four manholes along Park Boulevard. The new sewer main will connect to an existing manhole located at the intersection of Park Boulevard and Monson Avenue.
- Construction of approximately 440 linear feet of 24-inch storm drain pipeline with three storm drain inlets and one storm drain manhole.
- Construction of approximately 1,900 feet of 15-inch irrigation pipeline along the western and northern parcel edges of the shopping center, with appropriate connections to the existing Orange Cove Irrigation District pipeline.
- The street widening of Park Boulevard and Anchor Avenue:
  - Approximately 12,200 square feet of asphalt paving on Anchor Avenue;
  - Approximately 49,100 square feet of asphalt paving on Park Boulevard;
  - Construction of a median island curb on Park Boulevard;
  - Install median island landscaping with 1-inch water service.
- Construction of approximately 1,500 linear feet of concrete curb & gutter on the north and south side of Park Boulevard and the west side of Anchor Avenue.
- Construction of approximately 8,800 square feet of concrete sidewalk on the north and south side of Park Boulevard and the west side of Anchor Avenue.
- Construction of two concrete drive approaches on the north side of Park Boulevard, one concrete drive approach on the west side of Anchor Avenue, and one temporary drive approach to the west of the shopping center.
- Installation of eight streetlights along the north and south side of Park Boulevard and the west side of Anchor Avenue.
- Installation of three fire hydrants with appropriate tapping tee and valve connections to the City water system. One fire hydrant will be installed on the north side of Park Boulevard in front of the shopping center, one on the south side of Park Boulevard, and one on the west side of Anchor Avenue, to the northeast of the shopping center.
- Installation of one traffic signal at the intersection of Park Boulevard and Anchor Avenue.

The City of Orange Cove has selected AM Consulting Engineers (AMCE) to prepare construction documents, assist the City during the bidding process, and serve as project manager during construction of the Project. More specifically the major tasks of this project include:

1. Prepare Contract Plans and Specifications for construction of the proposed improvements.
2. Prepare an Engineer's Estimate of probable construction costs of the proposed improvements.
3. Prepare Construction documents for project bidding process.

4. Prepare and submit applications to regulatory authorities on behalf of the City of Orange Cove to obtain permits and approvals for construction of the proposed improvements.
5. Assist with bidding process and contract award selection.
6. Provide project management and engineering support during construction.

Based on our professional experience with the construction of the proposed improvements, and water and sewer infrastructure replacement, and our understanding of the EDA's requirements, we have prepared this Scope of Work to assist the City with the completion of this project.

## **B. SCOPE OF WORK**

The following is a description of the Tasks provided in the Scope of Work:

### **Task 1 – Preliminary Design**

#### **Task 1.1. – Kick-Off Meeting, Gather and Review Background Information**

This task includes attending a kickoff meeting to confirm project goals, schedule, and discuss communication protocols among team members. Ahead of the kickoff meeting, AMCE will provide City staff with a list of information needs to proceed with the design work.

AMCE team members will review background information pertaining to the site such as plans of adjacent utility facilities. AMCE will conduct a site visit with City staff to determine the location and depths of facilities and where interference with existing facilities that may occur as a result of the construction of the Project.

#### **Task 1.2. – Environmental Documents**

This task includes the preliminary environmental review of the project to identify possible environmental impact that could threaten the viability of the proposed improvements. At this time, it is assumed that Initial Study/Mitigated Negative Declaration will be the foundation document required for CEQA clearance, with additional environmental analyses as required to comply with federal requirements.

#### **Task 1.3 – Topographical Survey**

This task includes the preparation of a topographical survey. The topographical survey will cover the Project site and will include at a minimum the following:

- Establish Horizontal & Vertical Control (NAVD 88 and CCS 83 Zone 4 Datum).
- Locate existing sewer manholes/cleanouts, invert, rim elevations and pipe size.
- Locate the existing structures and building corners
- Locate existing roadway at 50' cross section, drainage facilities, edge of pavement, curbs, sidewalk, utility vaults, manholes, inlets, valve covers, utility poles, trees, and other surface-visible features.
- Prepare base map and topographic maps at 1"=20' scale.

#### **Task 1.4. – Geotechnical Investigation**

This task includes the preparation of a geotechnical investigation. Borings will be drilled at locations where the roadway and sidewalk will be constructed to confirm bearing capacity, stability and permeability of the soils. AMCE will coordinate, manage, and supervise the geotechnical investigation.

#### **Task 1.5. – Draft Construction Documents**

This task includes the preparation of draft construction documents (plans and technical specifications) for the Project. At 30 percent completion, the draft construction documents will be submitted to the EDA review and comment.

#### **Task 1.6. – Permitting**

The project site is mostly located within the City of Orange Cove City limits and only a small portion of the Project encroaches on land owned by Fresno County. This task includes obtaining encroachment permits from the City of Orange Cove and Fresno County.

### **Task 2 – Final Design**

#### **Task 2.1. – Final Construction Documents**

The final deliverable from this task includes the preparation of construction documents (plans and technical specifications) for the Project. The final construction drawings shall consist of a title sheet, general note sheet, plan sheets, typical cross section sheets that illustrate existing and proposed conditions, and detail sheets for the Project. The technical specifications shall consist of the City's public works agreement, special provisions, and proposal forms. Draft submittals will be prepared at the 60 percent and 90 percent completion levels and reviewed with City staff.

#### **Task 2.2. – Final Opinion of Probable Construction Cost**

The final deliverable from this task includes the preparation of probable construction costs.

### **Task 3 – Bidding Services**

AMCE will provide the following services to the City in support during bidding:

- Solicit bid advertisement to bidder's exchange and local contractors.
- Conduct pre-bid conference.
- Respond to bidder's questions and submit to City for review and approval.
- Prepare addenda to the construction documents as deemed necessary.
- Conduct bid opening at City Hall.
- Assist City in evaluating bids received by reviewing the qualification of bidders and recommending approval or disapproval.
- Tabulate bids and make recommendation of award to City Council.
- Prepare Notice of Award for City Manager's signature.

### **Task 4 – Construction Services**

AMCE will provide the following construction services:

- Schedule, coordinate and conduct a preconstruction conference. An agenda will be prepared in advance to notify attendees of key items for discussion. Meeting notes will be prepared and distributed to attendees.
- Prepare video and photographic records of initial site conditions before the contractor begins construction. Video documentation will be accompanied by a verbal description of existing conditions. A copy of the video and photographic documentation will be provided to City.
- Review and monitor the contractor's work against the contract documents to ensure compliance. We will report any non-conformances and deficiencies to City and contractor and will work with the contractor to correct any deficiencies in a timely manner.
- Setup a documentation system to effectively share information during construction. The system will be updated by the Construction Manager and will be maintained throughout the duration of the project and warranty period. After warranty period expires, AMCE will make electronic copies of the information and deliver them to the City.
- Provide a resident inspector for this project to manage the activities of the field inspection personnel, including the materials testing subcontractor. The resident inspector will prepare daily inspection reports, and summary weekly and monthly inspection reports to City.
- Receive, log and coordinate the review of the shop drawing submittals. All submittals will be uploaded into the documentation system for easy access by all the parties.
- Coordinate and manage preparation of field memos and clarifications of drawings and specifications.
- Coordinate and manage the RFI process. All RFIs will be handled using the documentation system.
- Coordinate and manage construction staking.
- Coordinate, manage, and supervise construction testing.
- Evaluate the contractor's monthly progress payment requests and recommend payment. We will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the contractor.
- Review and approve the contractor's construction schedule, including updates and revisions, in accordance with the contract documents. Our review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.
- Review change order requests to determine changes in scope and conditions. We will prepare independent cost estimates and negotiate with the contractor. We will prepare and process change orders and incorporate them into the contract. We will prepare a log for tracking all potential change orders and agreed upon change orders.
- Work with all parties involved to resolve potential conflicts before they become an issue.
- Monitor project records and review labor compliance of the contractor.
- Monitor the stormwater protection installed by the contractor and work with him to maintain it and report its effectiveness in accordance with the current state regulations.



- Monitor and coordinate the contractor's recording and maintenance of field changes to plans and specifications during construction. We will perform a review of the contractor's working record drawings for general completeness and advise him of status.
- Schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. We will also assist the City in negotiation of unsettled changes or disputes associated with these inspections. When the final punch list items have been completed or resolved, we will recommend acceptance by the City.
- Prepare and record Notice of Completion

### **Task 5 – Final “As-Built” Drawings**

This task includes work related to assisting the contractor in recording and maintaining a set of “As-Built” drawings that will be finalized into a formal AutoCAD set. AMCE will provide an electronic and hard copy set of the drawings to the City upon completion of the Project.

### **Task 6 – Perform Administration Services**

AMCE will provide the following administration services:

- Coordinate with the EDA on behalf of the City.
- Prepare and submit quarterly progress report to the EDA on behalf of the City.
- Prepare and submit Federal Financial Report (SF-425) to the EDA on behalf of the City.
- Prepare and Submit Disbursement Requests to the EDA on behalf of the City.

## **C. FEES**

AMCE proposes to complete Tasks 1 through 6 in the Scope of Work for a not to exceed fee of \$391,645.00. The total fee will be invoiced monthly according to the hourly rates listed in Attachment 1. The following table provides a breakdown of the estimate fee by task:

<b>Task</b>	<b>Fee</b>
<b>Task 1 – Preliminary Design</b>	
Task 1.1. - Kickoff Meeting, Gather and Review Background Information	\$2,985.00
Task 1.2. - Environmental Documents	\$12,280.00
Task 1.3. - Topographical Survey	\$20,120.00
Task 1.4. - Geotechnical Investigation	\$22,300.00
Task 1.5. - Draft Construction Documents	\$20,770.00
Task 1.6. - Permitting	\$1,280.00
<b>Subtotal Task 1</b>	<b>\$79,735.00</b>
<b>Task 2 – Final Design</b>	
Task 2.1. – Final Construction Documents	\$45,150.00
Task 2.2. – Opinion of Probable Construction Costs	\$2,640.00
<b>Subtotal Task 2</b>	<b>\$47,790.00</b>
<b>Task 3 – Bidding Services</b>	\$12,900.00
<b>Subtotal Task 3</b>	<b>\$12,900.00</b>
<b>Task 4 – Construction Services</b>	\$194,200.00
<b>Subtotal Task 4</b>	<b>\$194,200.00</b>

<b>Task</b>	<b>Fee</b>
Task 5 – Final “As-Built” Drawings	\$8,220.00
<b>Subtotal Task 5</b>	<b>\$8,220.00</b>
Task 6 – Administration Services	\$48,800.00
<b>Subtotal Task 6</b>	<b>\$48,800.00</b>
<b>TOTAL</b>	<b>\$391,645.00</b>

#### **D. SCHEDULE**

The following table contains the estimated completion date for all the tasks in the scope of work:

<b>Task</b>	<b>Estimated Completion date</b>
Task 1 – Preliminary Design	
Task 1.1. - Kickoff Meeting, Gather and Review Background Information	Jan-21
Task 1.2. - Environmental Documents	Mar-21
Task 1.3. - Topographical Survey	Jan-21
Task 1.4. - Geotechnical Investigation	Jan-21
Task 1.5. - Draft Construction Documents	Mar-21
Task 1.6. - Permitting	Mar-21
Task 2 – Final Design	
Task 2.1. – Final Construction Documents	May-21
Task 2.2. – Opinion of Probable Construction Costs	May-21
Task 3 – Bidding Services	Jul-21
Task 4 – Construction Services	Feb-22
Task 5 – Final “As-Built” Drawings	Apr-22
Task 6 – Administration Services	Jul-22

**ATTACHMENT 1**  
**CITY OF ORANGE COVE**  
**PARK BOULEVARD INFRASTRUCTURE PROJECT**  
**PROPOSED ENGINEERING FEE**

	Principal Engineer	Associate Engineer	CADD Designer	Technical Typist/Clerical	Resident Inspector	Principal Electrical Engineer	Surveying Crew	Environmental Consultant	Total Hours	SUBTOTAL COST	Geotechnical Investigation	Tribal Monitor	TOTAL COST
<b>Task 1 - Preliminary Design</b>													
Task 1.1 - Kickoff Meeting, Gather and Review Background Information	12	15	0	0	0	0	0	0	27	\$2,985.00	\$0.00	\$0.00	\$2,985.00
Task 1.2 - Environmental Documents	4	8	0	0	0	0	0	110	122	\$12,280.00	\$0.00	\$0.00	\$12,280.00
Task 1.3 - Topographical Survey	5	12	40	0	0	0	60	0	118	\$20,120.00	\$0.00	\$0.00	\$20,120.00
Task 1.4 - Geotechnical Investigation	5	16	0	0	0	0	0	0	22	\$2,300.00	\$20,000.00	\$0.00	\$22,300.00
Task 1.5 - Draft Construction Documents	40	50	80	8	0	30	0	0	208	\$20,770.00	\$0.00	\$0.00	\$20,770.00
Task 1.6 - Permitting	4	8	0	0	0	0	0	0	12	\$1,280.00	\$0.00	\$0.00	\$1,280.00
<b>Subtotal Task 1</b>	<b>72</b>	<b>109</b>	<b>120</b>	<b>8</b>	<b>0</b>	<b>30</b>	<b>60</b>	<b>110</b>	<b>289</b>	<b>\$59,735.00</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$79,735.00</b>
<b>Task 2 - Final Design</b>													
Task 2.1 - Final Construction Documents	80	130	150	20	0	70	0	0	450	\$45,150.00	\$0.00	\$0.00	\$45,150.00
Task 2.2 - Opinion of Probable Construction Costs	8	10	0	2	0	4	0	0	24	\$2,640.00	\$0.00	\$0.00	\$2,640.00
<b>Subtotal Task 2</b>	<b>88</b>	<b>140</b>	<b>150</b>	<b>22</b>	<b>0</b>	<b>74</b>	<b>0</b>	<b>0</b>	<b>474</b>	<b>\$47,790.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$47,790.00</b>
<b>Task 3 - Bidding Services</b>													
Task 3.1 - Bidding Services	20	40	0	20	0	40	0	0	120	\$12,900.00	\$0.00	\$0.00	\$12,900.00
<b>Subtotal Task 3</b>	<b>20</b>	<b>40</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>\$12,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,900.00</b>
<b>Task 4 - Construction Services</b>													
Task 4.1 - Construction Services	130	340	0	60	950	40	20	0	1550	\$173,700.00	\$10,000.00	\$10,500.00	\$194,200.00
<b>Subtotal Task 4</b>	<b>130</b>	<b>340</b>	<b>0</b>	<b>60</b>	<b>950</b>	<b>40</b>	<b>20</b>	<b>0</b>	<b>1550</b>	<b>\$173,700.00</b>	<b>\$10,000.00</b>	<b>\$10,500.00</b>	<b>\$194,200.00</b>
<b>Task 5 - Final "As-Built" Drawings</b>													
Task 5.1 - Final "As-Built" Drawings	12	20	40	0	0	12	0	0	84	\$8,220.00	\$0.00	\$0.00	\$8,220.00
<b>Subtotal Task 5</b>	<b>12</b>	<b>20</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>84</b>	<b>\$8,220.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,220.00</b>
<b>Task 6 - Administration Services</b>													
Task 6.1 - Administration Services	160	240	0	80	0	0	0	0	480	\$48,800.00	\$0.00	\$0.00	\$48,800.00
<b>Subtotal Task 6</b>	<b>160</b>	<b>240</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>480</b>	<b>\$48,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$48,800.00</b>
<b>Total</b>	<b>482</b>	<b>589</b>	<b>310</b>	<b>190</b>	<b>950</b>	<b>196</b>	<b>80</b>	<b>110</b>	<b>2997</b>	<b>\$351,145.00</b>	<b>\$30,000.00</b>	<b>\$10,500.00</b>	<b>\$391,645.00</b>

Principal Engineer	\$	130.00	/hour
Associate Engineer	\$	95.00	/hour
CADD Designer	\$	80.00	/hour
Technical Typist/Clerical	\$	65.00	/hour
Resident Inspector	\$	115.00	/hour
Principal Electrical Engineer	\$	130.00	/hour
Surveyor	\$	250.00	/hour
Environmental Consultant	\$	100.00	/hour